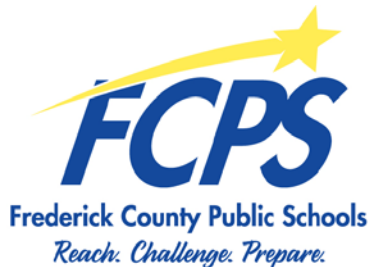


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Kerrie Koopman CPPB, CPPO,
Purchasing Manager
**Kim Miskell, CSBO, Assistant
Purchasing Manager**
Bill Meekins CPPB, CSBO, CPCP,
Purchasing Agent
Shane Ryberg, Purchasing Agent

BID NUMBER/BID NAME:	19C14, Rock Creek School Replacement Project
BID ISSUE DATE:	<u>July 2, 2019</u>
BID CONTRACT MANAGER:	Kim Miskell, Assistant Purchasing Manager, kim.miskell@fcps.org
BID CONTRACT ADMINISTRATOR:	Brian Staiger, Senior Project Manager, Construction Management, brian.staiger@fcps.org
QUESTIONS:	Questions due no later than <u>4:00 P.M., local time, on July 22, 2019</u> Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.
PRE-BID DATE:	<u>10:00 A.M., local time on July 8, 2019</u> (Attendance is encouraged, but not mandatory.)
PRE-BID LOCATION:	FCPS Main Lobby 191 South East Street Frederick, MD 21701 (Parking is available at Deck #5 on All Saints Street)
OBTAINING BID DOCUMENTS:	To view and/or download this solicitation package please visit our webpage at: www.fcps.org/bidlist . If you have problems downloading this bid or applicable addenda, contact: amy.beall@fcps.org
BONDS REQUIRED:	YES
MBE REQUIREMENTS:	YES
BIDS DUE:	All Contract Packages: <u>10:00 A.M., local time, on August 1, 2019</u> Faxed or emailed bids are not acceptable.
SEALED BID DELIVERED TO:	Frederick County Public Schools Attn: Purchasing Department 191 South East Street Frederick, MD 21701 (Parking is available at Deck #5 on All Saints Street. Recent security upgrades at the FCPS Central Office Building will require visitors to request entry utilizing the phone buzzer/button system. Please allow enough time to ensure access to the building prior to the bid due time.) Bid proposal must be properly marked with vendor's business name, address, Bid Name, Number, and Contract Package on the envelope or package.
TENTATIVE AWARD DATE:	BOE Work Session, scheduled on: <u>August 21, 2019</u>
ELIGIBILITY TO BID:	All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at www.emarylandmarketplace.com . FCPS will no longer accept bidder's applications.

BID 19C14, ROCK CREEK SCHOOL REPLACEMENT PROJECT
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TY105	PARKS AND REC ALTERNATE
TY106	FUTURE SECURITY EXPANSION
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TY501	ACCESS CONTROL SYSTEM
TY502	VIDEO SURVEILLANCE SYSTEM

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Purchasing Manager
**Kim Miskell CSBO, Assistant Purchasing
Manager**
Bill Meekins CPPB, CSBO, CPCP,
Purchasing Agent
Shane Ryberg, Purchasing Agent

INVITATION TO BID

July 2, 2019

Bid 19C14, Rock Creek Replacement Project

The Board of Education of Frederick County will receive sealed bids for Bid 19C14, Rock Creek Replacement Project.

Bids for the following packages: 2A Earthwork & Site Demolition; 3A Concrete; 4A Masonry; 5A Structural Steel; 6A General Trades; 7A Roofing; 8A Glass & Aluminum; 9A Drywall; 9B Ceramic Tile; 9C Resilient Flooring; 9D Athletic Flooring; 9E Resinous Flooring; 9F Painting; 11A Food Service Equipment; 13A Therapy Pool; 15A Mechanical; 15B Sprinkler and 16A Electrical will be received and time stamped in the main lobby of Frederick County Public Schools (FCPS) at 191 South East Street, Frederick, MD 21701, prior to and time stamped no later than **10:00 a.m. local time, August 1, 2019.**

Bids received after this time will be returned unopened. Recent security upgrades at the FCPS Central Office Building will require visitors to request entry utilizing the phone buzzer/button system. Please allow enough time to ensure access to the building prior to the bid due time. Bids received after this time will be returned unopened. Vendors will be escorted to the Central Office Board Room, at which time and place bids will be publicly opened and read aloud.

A pre-bid meeting will be held at **10:00 a.m., local time, on July 8, 2019, in the Central Office Board Room.** Attendance at the pre-bid meeting is not mandatory; however, vendors are strongly encouraged to attend.

All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at www.emarylandmarketplace.com. FCPS will no longer accept bidder's applications.

To view and/or download this solicitation package please visit our webpage at: <http://www.fcps.org/bidlist>.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific MBE goal for each contract package listed below. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms.

Bids are being requested for the following contract packages:

2A Earthwork & Site Demolition (10% MBE Goal)
3A Concrete (2% MBE Goal)
4A Masonry (2% MBE Goal)
5A Structural Steel (2% MBE Goal)
6A General Trades (5% MBE Goal)
7A Roofing (10% MBE Goal)
8A Glass & Aluminum (5% MBE Goal)
9A Drywall (10% MBE Goal)
9B Ceramic Tile (2% MBE Goal)
9C Resilient Flooring (5% MBE Goal)
9D Athletic Flooring (0% MBE Goal)
9E Resinous Flooring (2% MBE Goal)
9F Painting (7% MBE Goal)
11A Food Service Equipment (0% MBE Goal)
13A Therapy Pool (0% MBE Goal)
15A Mechanical (10% MBE Goal)
15B Sprinkler (2% MBE Goal)
16A Electrical (10% MBE Goal)

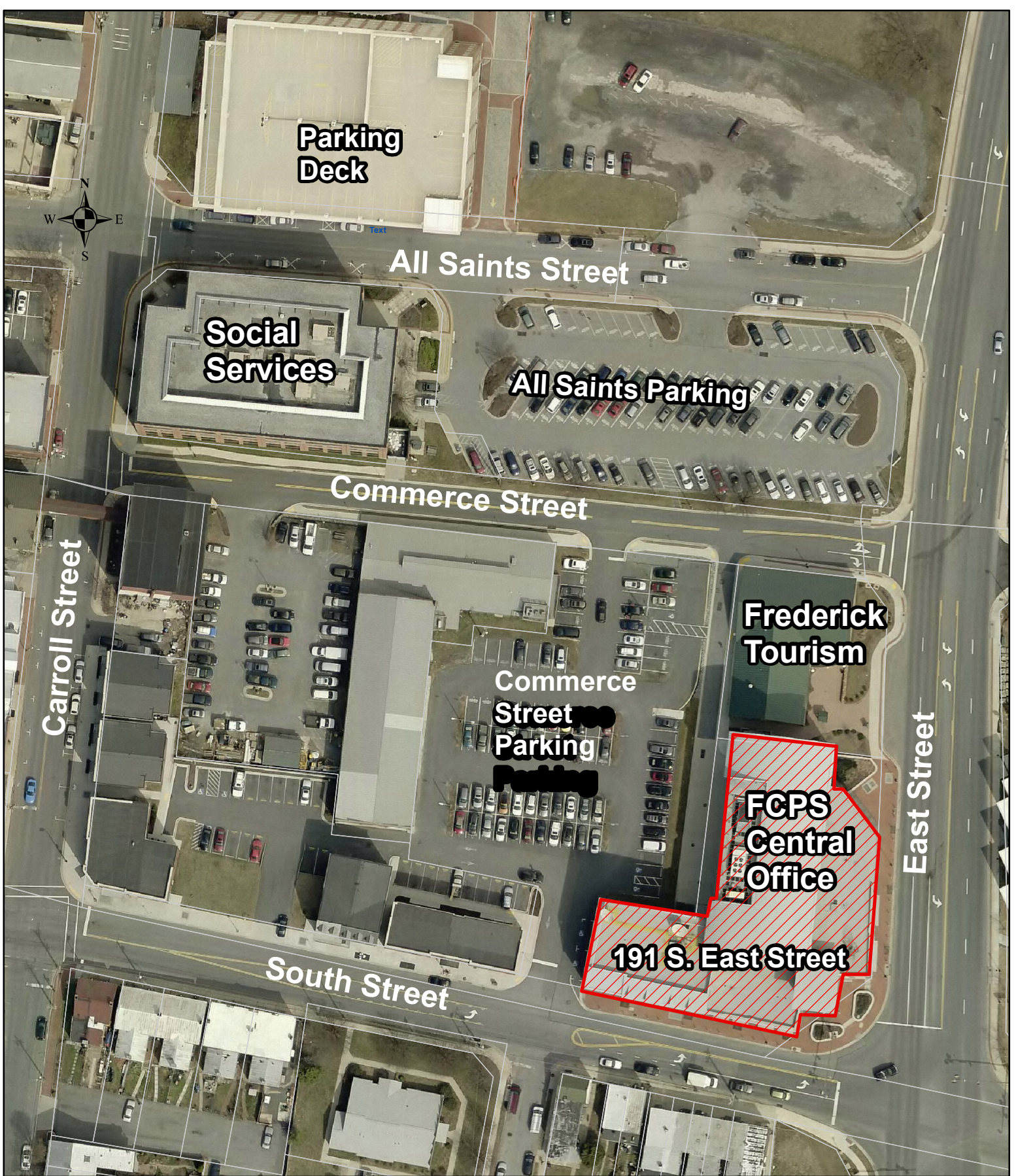
This project will be bid with Prevailing Wage Rates.

The Frederick County Public Schools System does not discriminate in admissions, access, treatment, or employment in its programs and activities on the basis of race, color, gender, age, national origin, religion, or disability. For more information, contact the Executive Director of Legal Services.

The Board of Education of Frederick County, Maryland, reserves the right to reject any and all bids and to waive any informalities or irregularities in bidding.

By order of the Board of Education of Frederick County, Maryland.

**Purchasing Agent: Kim Miskell, CSBO,
Assistant Purchasing Manager**



Frederick County Public Schools

191 S. East Street

Frederick County Public Schools, MD, School Year 2018-19 Calendar

August 2018

24, 27-31 Fri, Mon-Fri Teachers Report to Work: Training and Preparation

September 2018

03 Mon FCPS Closed: Labor Day

04 Tue First Day of School for Students

10 Mon Schools Closed. Rosh Hashanah.

19 Wed Schools Closed. Yom Kippur. Fair Day.

October 2018

05 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

November 2018

02 Fri End of Term 1

05 Mon Schools Closed for Students: Teacher Work Day

06* Tue Schools Closed for Students: Election Day

07 Wed Term 2 Begins

Wed Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High Schools Are Full Day

08 Thu Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High Schools Are Full Day

09 Fri Elementary and Middle Students Dismissed 3.5 Hours Early for Afternoon Parent-Teacher Conferences; High Schools Are Full Day

21 Wed 2-Hour Early Dismissal for Students: Teacher Work Session

22*-23* Thu-Fri Schools Closed: Thanksgiving Break

December 2018

14 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

24*-31* Mon-Mon Schools Closed: Winter Break

January 2019

01* Tue Schools Closed: New Year's Day

21* Mon Schools Closed: Dr. Martin Luther King Jr. Day

25 Fri End of Term 2

28 Mon Schools Closed for Students: Teacher Work Day

29 Tue Second Semester and Term 3 Begin

February 2019

18* Mon Schools Closed: Presidents' Day

March 2019

01 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

April 2019

04 Thu End of Term 3

05 Fri Schools Closed for Students: Teacher Work Day

08 Mon Term 4 Begins

18**, 19*, 22* Thu-Mon Schools Closed: Spring Break

May 2019

10 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

27* Mon Schools Closed: Memorial Day

June 2019

11** Tue 2-Hour Early Dismissal/Last Day of School for Students: Teacher Work Session

12** Wed Last Day of School for Teachers

*State-Mandated Public Schools Holiday

**The school year will be extended if there are days closed for inclement weather or other emergencies. Subject to BOE revision, FCPS will make up days in the following sequence: April 18, June 12, 13 and 14. The June 2-hour early dismissal will occur on the last day of school for students.

DIRECTORY OF SCHOOLS

ELEMENTARY

1. **Ballenger Creek*** **240-236-2500**
Ms. Kristen Canning, Principal
5250 Kingsbrook Drive
Frederick, MD 21703
Fax 240-236-2501
2. **Brunswick ♦♦** **240-236-2900**
Mr. Justin McConnaughey, Principal
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901
3. **Butterfly Ridge ♦♦** **240-566-0300**
Dr. Patricia Hosfelt, Principal
601 Contender Way
Frederick, MD 21703
Fax 240-566-0301
4. **Carroll Manor ♦♦** **240-236-3800**
Ms. Kimberly Huffer, Principal
5624 Adamstown Road
Adamstown, MD 21710
Fax 240-236-3801
5. **Centerville** **240-566-0100**
Ms. Tracy Hilliard, Principal
3601 Carriage Hill Drive
Frederick, MD 21704
Fax 240-566-0101
6. **Deer Crossing** **240-236-5900**
Ms. Heather Michael, Principal
10601 Finn Drive
New Market, MD 21774
Fax 240-236-5901
7. **Emmitsburg *** **240-236-1750**
Ms. Mary Ann Wiles, Principal
300 South Seton Avenue
Emmitsburg, MD 21727
Fax 240-236-1751
8. **Glade ♦♦** **240-236-2100**
Mr. Lorcán ÓhEithir, Principal
9525 Glade Road
Walkersville, MD 21793
Fax 240-236-2101
9. **Green Valley** **240-236-3400**
Dr. Giuseppe Di Monte, Principal
11501 Fingerboard Road
Monrovia, MD 21770
Fax 240-236-3401
10. **Hillcrest ♦♦♦** **240-236-3200**
Mr. Karl Williams, Principal
1285 Hillcrest Drive
Frederick, MD 21703
Fax 240-236-3201
11. **Kemptown** **240-236-3500**
Ms. Liz Worch, Principal
3456 Kemptown Church Road
Monrovia, MD 21770
Fax 240-236-3501
12. **Lewistown ♦** **240-236-3750**
Ms. Dana Austin, Principal
11119 Hessong Bridge Road
Thurmont, MD 21788
Fax 240-236-3751
13. **Liberty** **240-236-1800**
Mr. Todd Shaffer, Principal
11820 Liberty Road
Frederick, MD 21701
Fax 240-236-1801
14. **Lincoln ♦♦♦** **240-236-2650**
Ms. Kathryn Golightly, Principal
200 Madison Street
Frederick, MD 21701
Fax 240-236-2651
15. **Middletown** **240-236-1100**
Grades 3-5
Mr. Randy Perrell, Principal
201 East Green Street
Middletown, MD 21769
Fax 240-236-1150
16. **Middletown Primary ♦♦** **240-566-0200**
Grades Pre-K-2
Ms. Karen Hopson, Principal
403 Franklin Street
Middletown, MD 21769
Fax 240-566-0201
17. **Monocacy ♦♦** **240-236-1400**
Mr. Troy Barnes, Principal
7421 Hayward Road
Frederick, MD 21702
Fax 240-236-1401
18. **Myersville** **240-236-1900**
Ms. Kathy Swire, Principal
429 Main Street
Myersville, MD 21773
Fax 240-236-1901
19. **New Market *** **240-236-1300**
Mr. Jason Bowser, Principal
93 West Main Street
New Market, MD 21774
Fax 240-236-1301

20. **New Midway-Woodsboro**
Ms. Kimberly Clifford, Principal
A) New Midway **240-236-1500**
Grades 3-5
12226 Woodsboro Pike
Keymar, MD 21757
Fax 240-236-1501
B) Woodsboro * **240-236-3700**
Grades Pre-K-2
101 Liberty Road
Woodsboro, MD 21798
Fax 240-236-3701
21. **North Frederick ♦♦♦** **240-236-2000**
Ms. Kimberly Seiss, Principal
1010 Fairview Avenue
Frederick, MD 21701
Fax 240-236-2001
22. **Oakdale** **240-236-3300**
Ms. Leigh Warren, Principal
5830 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-3301
23. **Orchard Grove ♦♦** **240-236-2400**
Ms. Shirley Olsen, Principal
5898 Hannover Drive
Frederick, MD 21703
Fax 240-236-2401
24. **Parkway** **240-236-2600**
Ms. Stephanie Brown, Principal
300 Carroll Parkway
Frederick, MD 21701
Fax 240-236-2601
25. **Sabillasville** **240-236-6000**
Ms. Kate Krietz, Principal
16210-B Sabillasville Road
Sabillasville, MD 21780
Fax 240-236-6001
26. **Spring Ridge ♦♦** **240-236-1600**
Ms. DeVeda Coley, Principal
9051 Ridgefield Drive
Frederick, MD 21701
Fax 240-236-1601
27. **Thurmont** **240-236-0900**
Grades 3-5
Ms. Debra O'Donnell, Principal
805 East Main Street
Thurmont, MD 21788
Fax 240-236-0901
28. **Thurmont Primary ♦♦** **240-236-2800**
Grades Pre-K-2
Ms. Karen Locke, Principal
7989 Rocky Ridge Road
Thurmont, MD 21788
Fax 240-236-2801

29. **Tuscarora** **240-566-0000**
Dr. Kimberly Mazaleski, Principal
6321 Lambert Drive
Frederick, MD 21703
Fax 240-566-0001
30. **Twin Ridge ♦** **240-236-2300**
Ms. Susan Gullo, Principal
1106 Leafy Hollow Circle
Mt. Airy, MD 21771
Fax 240-236-2301
31. **Urbana at Sugarloaf ♦** **240-566-0500**
Ms. Tess Blumenthal, Principal
3400 Stone Barn Drive
Frederick, MD 21704
Fax 240-566-0501
32. **Valley *** **240-236-3000**
Ms. Tracy Poquette, Principal
3519 Jefferson Pike
Jefferson, MD 21755
Fax 240-236-3001
33. **Walkersville *** **240-236-1000**
Ms. Christina McKeever, Principal
83 West Frederick Street
Walkersville, MD 21793
Fax 240-236-1050
34. **Waverley ♦♦♦** **240-236-3900**
Ms. Jan Hollenbeck, Co-Principal
Mr. Allie Watkins, Co-Principal
201 Waverley Drive
Frederick, MD 21702
Fax 240-236-3901
35. **Whittier ♦♦** **240-236-3100**
Ms. Amy Schwiegerath, Principal
2400 Whittier Drive
Frederick, MD 21702
Fax 240-236-3101
36. **Wolfsville** **240-236-2250**
Ms. Megan Stein, Principal
12520 Wolfsville Road
Myersville, MD 21773
Fax 240-236-2251
37. **Yellow Springs** **240-236-1700**
Ms. Jana Strohmeier, Principal
8717 Yellow Springs Road
Frederick, MD 21702
Fax 240-236-1701
38. **Ballenger Creek** **240-236-5700**
Ms. Jeneen Stewart, Principal
5525 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-5701
39. **Brunswick** **240-236-5400**
Mr. Jay Schill, Principal
301 Cummings Drive
Brunswick, MD 21716
Fax 240-236-5401

HIGH

51. **Brunswick** **240-236-8600**
Mr. Michael Dillman, Principal
101 Cummings Drive
Brunswick, MD 21716
Fax 240-236-8601
52. **Catoctin** **240-236-8100**
Mr. Bernard Quesada, Principal
14745 Sabillasville Road
Thurmont, MD 21788
Fax 240-236-8101
53. **Frederick** **240-236-7000**
Mr. David Franceschina, Principal
650 Carroll Parkway
Frederick, MD 21701
Fax 240-236-7015
54. **Governor Thomas Johnson** **240-236-8200**
Dr. Dan Lippy, Principal
1501 North Market Street
Frederick, MD 21701
Fax 240-236-8201
55. **Linganore** **240-566-9700**
Ms. Nancy Doll, Principal
12013 Old Annapolis Road
Frederick, MD 21701
Fax 240-566-9701
56. **Middletown** **240-236-7400**
Ms. Lee Jeffrey, Principal
200 Schoolhouse Drive
Middletown, MD 21769
Fax 240-236-7450
57. **Oakdale** **240-566-9400**
Ms. Donna Clabaugh, Principal
5850 Eaglehead Drive
Ijamsville, MD 21754
Fax 240-566-9401
58. **Tuscarora** **240-236-6400**
Mr. Christopher Berry, Principal
5312 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-6401
59. **Urbana** **240-236-7600**
Mr. David Kehne, Principal
3471 Campus Drive
Ijamsville, MD 21754
Fax 240-236-7601
60. **Walkersville** **240-236-7200**
Ms. Tracey K. Kibler, Principal
81 West Frederick Street
Walkersville, MD 21793
Fax 240-236-7250

MIDDLE



KEY

- * Pre-kindergarten program available
- ◆ Special education pre-kindergarten available
- ★ STAR (Title I) Schools

FINDOUTFIRST EMAIL AND TEXTING: WWW.FCPS.ORG/FOF

Middle (continued)

40. **Crestwood** 240-566-9000
Mr. Neal Case, Principal
7100 Foxcroft Drive
Frederick, MD 21703
Fax 240-566-9001
41. **Governor Thomas Johnson** 240-236-4900
Ms. Maggie Gilgallon, Principal
1799 Schifferstadt Boulevard
Frederick, MD 21701
Fax 240-236-4901
42. **Middletown** 240-236-4200
Mr. Everett Warren, Principal
100 Martha Mason Street
Middletown, MD 21769
Fax 240-236-4250
43. **Monocacy** 240-236-4700
Dr. Stephanie Ware, Principal
8009 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-4701
44. **New Market** 240-236-4600
Ms. T.C. Suter, Principal
125 West Main Street
New Market, MD 21774
Fax 240-236-4650
45. **Oakdale** 240-236-5500
Ms. Mita Badshah, Principal
5810 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-5501
46. **Thurmont** 240-236-5100
Mr. Daniel Enck, Principal
408 East Main Street
Thurmont, MD 21788
Fax 240-236-5101
47. **Urbana** 240-566-9200
Ms. Stacey Hiltner, Principal
3511 Pontius Court
Ijamsville, MD 21754
Fax 240-566-9201
48. **Walkersville** 240-236-4400
Mr. Frank Vetter, Principal
55 West Frederick Street
Walkersville, MD 21793
Fax 240-236-4401
49. **West Frederick** 240-236-4000
Ms. Pattie Barnes, Principal
515 West Patrick Street
Frederick, MD 21701
Fax 240-236-4050
50. **Windsor Knolls** 240-236-5000
Mr. Brian Vasquez, Principal
11150 Windsor Road
Ijamsville, MD 21754
Fax 240-236-5001

OTHER

61. **Career and Technology Center** 240-236-8500
Mr. Michael Concepcion, Principal
7922 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-8501
62. **Carroll Creek Montessori Public Charter School *** 301-663-7970
Ms. Marilyn Horan, Principal
7215 Corporate Court
Frederick, MD 21703
Fax 301-663-6107
63. **Frederick Classical Charter School** 240-236-1200
Dr. Camille Bell, Principal
8445 Spires Way, Suite CC
Frederick, MD 21701
Fax 240-236-1201
64. **Frederick County Virtual School (includes Flexible Evening High School)** 240-236-8450
Dr. Stacey Adamiak, Principal
c/o GTJMS
1799 Schifferstadt Boulevard
Room 116
Frederick, MD 21701
Fax 240-236-8451
65. **Heather Ridge** 240-236-8000
Ms. Denise Flora, Principal
1445 Taney Avenue
Frederick, MD 21702
Fax 240-236-8001
66. **Monocacy Valley Montessori Public Charter School *** 240-236-6100
Ms. Nancy Radkiewicz, Principal
217 Dill Avenue
Frederick, MD 21701
Fax 240-236-6101
67. **Rock Creek School** 240-236-8700
Ms. Mary Malone, Principal
191 Waverley Drive
Frederick, MD 21702
Fax 240-236-8701

*For other useful numbers,
see next page*



STATE OF MARYLAND

DEPARTMENT OF LABOR, LICENSING AND REGULATION
DIVISION OF LABOR AND INDUSTRY
PREVAILING WAGE SECTION
1100 N. Eutaw Street, Room 607
Baltimore, MD 21201
(410) 767-2342

07/02/2019

REQUEST FOR ADVERTISEMENT AND NOTICE TO PROCEED

Kim Miskell - Procurement Officer
Frederick County Public Schools
7446 Hayward Road
Frederick, MD 21702

Re: Rock Creek School Replacement

Project No: PSC #10.080.20

Enclosed please find the Prevailing Wage Determination and Instructions for Contractors for the project referenced above.

Upon advertisement for bid or proposal of this project, you are requested to submit to this office the date and name of publication in which such advertisement appeared.

Once awarded, you are further directed to submit to this office, the NOTICE TO PROCEED for the project, complete with the date of notice, the name of the general contractor, and the dollar amount of the project. In addition, we ask that a representative of the prevailing wage Unit be invited to attend the Pre-Construction Conference.

Any questions concerning this matter may be referred to PrevailingWage@dllr.state.md.us

Sincerely,

Enclosures

Wage Determination

Instruction for the Contractor

Prevailing Wage Unit

PREVAILING WAGE INSTRUCTIONS FOR THE CONTRACTOR & SUBCONTRACTOR

The contractor shall electronically submit completed copies of certified payroll records to the Commissioner of Labor & Industry, Prevailing Wage Unit by going on-line to <https://www.dlir.state.md.us/prevwage> and following the instructions for submitting payroll information (NOTE: A contractor must register prior to submitting on-line certified payroll information).

If you have technical questions regarding electronic submittal, contact the Department at dldlirprevailingwage-dlir@maryland.gov.

All certified payroll records shall have an accurate week beginning and ending date. The contractor shall be responsible for certifying and submitting to the Commissioner of Labor and Industry, Prevailing Wage Unit all of their subcontractors' payroll records covering work performed directly at the work site. By certifying the payroll records, the contractor is attesting to the fact that the wage rates contained in the payroll records are not less than those established by the Commissioner as set forth in the contract, the classification set forth for each worker or apprentice conforms with the work performed, and the contractor or subcontractor has complied with the provisions of the law.

A contractor or subcontractor may make deductions that are (1) required by law; (2) required by a collective bargaining agreement between a bona fide labor organization and the contractor or subcontractor; or (3) contained in a written agreement between an employee and an employer undertaken at the beginning of employment, if the agreement is submitted by the employer to the public body awarding the public work and is approved by the public body as fair and reasonable.

A contractor or subcontractor is required to submit information on-line on their fringe benefit packages including a list of fringe benefits for each craft employed by the contractor or subcontractor, by benefit and hourly amount. Where fringe benefits are paid in cash to the employee or to an approved plan, fund, or program, the contribution is required to be indicated.

Payroll records must be electronically submitted and received within 14 calendar days after the end of each payroll period. If the contractor is delinquent in submitting payroll records, processing of partial payment estimates may be held in abeyance pending receipt of the records. In addition, if the contractor is delinquent in submitting the payroll records, the contractor shall be liable to the contracting public body for liquidated damages. The liquidated damages are \$10.00 for each calendar day the records are late.

Only apprentices registered with the Maryland Apprenticeship and Training Council shall be employed on prevailing wage projects. Apprentices shall be paid a percentage of the determined journey person's wage for the specific craft.

Overtime rates shall be paid by the contractor and any subcontractors under its contracts and agreements with their employees which in no event shall be less than time and one-half the prevailing hourly rate of wages for all hours worked in excess of ten (10) hours in any one calendar day; in excess of forty (40) hours per workweek; and work performed on Sundays and legal holidays.

Contractors and subcontractors employing a classification of worker for which a wage rate was not issued SHALL notify the Commissioner of Labor & Industry, Prevailing Wage Unit, for the purpose of obtaining the wage rate for said classification PRIOR TO BEING EMPLOYED on the project. To obtain a prevailing wage rate which was NOT listed on the Wage Determination, a contractor or subcontractor can look on the DLLR webpage under prevailing wage.

Contractors and subcontractors shall maintain a valid copy of proper State and county licenses that permit the contractor and a subcontractor to perform construction work in the State of Maryland. These licenses must be retained at the worksite and available for review upon request by the Commissioner of Labor and Industry's designee.

****Each contractor under a public work contract subject to Section 17-219 shall:**

1. Post a clearly legible statement of each prevailing wage rate to be paid under the public work contract; and
2. Keep the statement posted during the full time that any employee is employed on the public work contract.
3. The statement of prevailing wage rates shall be posted in a prominent and easily accessible place at the site of the public work.

****Penalty - Subject to Section 10-1001 of the State Government Article, the Commissioner may impose on a**

person that violates this section a civil penalty of up to \$50.00 per violation.

Under the Maryland Apprenticeship and Training Council requirements, consistent with proper supervision, training and continuity of employment and applicable provisions in collective bargaining agreements, a ratio of one journey person regularly employed to one apprentice shall be allowed. No deviation from this ratio shall be permitted without prior written approval from the Maryland Apprenticeship and Training Council.

Laborers may NOT assist mechanics in the performance of the mechanic's work, NOR USE TOOLS peculiar to established trades.

ALL contractors and subcontractors shall employ only competent workers and apprentices and may NOT employ any individual classified as a HELPER or TRAINEE on a prevailing wage project.

The State Apprenticeship and Training Fund (Fund) law provides that contractors and certain subcontractors performing work on certain public work contracts are required to make contributions toward apprenticeship. See §17-601 through 17-606, State Finance and Procurement, Annotated Code of Maryland. Contractors and subcontractors have three options where they can choose to make their contributions: (1) participate in a registered apprenticeship training program; (2) contribute to an organization that has a registered apprenticeship training program; or (3) contribute to the State Apprenticeship and Training Fund.

The Department of Labor, Licensing and Regulation (DLLR) is moving forward with final adoption of regulations. The regulations were published in the December 14, 2012 edition of the Maryland Register.

IMPORTANT: Please note that the obligations under this law will become effective on JULY 1, 2013. This law will require that contractors and certain subcontractors make contributions toward apprenticeship and report those contributions on their certified payroll records that they submit pursuant to the prevailing wage law.

The Department is offering outreach seminars to any interested parties including contractors, trade associations, and any other stakeholders. Please contact the Department at dldlprevailingwage-dllr@maryland.gov or (410) 767-2968 for seminar times and locations. In addition, information regarding this law will be provided at pre-construction meetings for projects covered by the Prevailing Wage law.

**For additional information, contact:
Division of Labor and Industry
Maryland Apprenticeship and Training
1100 North Eutaw Street, Room 606
Baltimore, Maryland 21201
(410) 767-2246
E-Mail Address: matp@dllr.state.md.us.**

STATE OF MARYLAND

DEPARTMENT OF LABOR, LICENSING AND REGULATION
DIVISION OF LABOR AND INDUSTRY
PREVAILING WAGE SECTION
1100 N. Eutaw Street, Room 607
Baltimore, MD 21201
(410) 767-2342

The wage rates to be paid laborers and mechanics for the locality described below is announced by order of Commissioner of Labor and Industry.

It is mandatory upon the successful bidder and any subcontractor under him, to pay not less than the specific rates to all workers employed by them in executing contracts in this locality. Reference: Annotated Code of Maryland State Finance and Procurement, Section 17-201 thru 17-226.

These wage rates were taken from the locality survey of 2018 for Frederick County, issued pursuant to the Commissioner's authority under State Finance and Procurement Article Section 17-209, Annotated Code of Maryland or subsequent modification.

****Note:** If additional Prevailing Wage Rates are needed for this project beyond those listed below, contact the Prevailing Wage Unit. Phone: (410) 767-2342, email: prevailingwage@dlr.state.md.us.

Name and Title of Requesting Officer: Kim Miskell - Procurement Officer
Department, Agency or Bureau: Frederick County Public Schools
7446 Hayward Road Frederick, MD 21702

Project Number

PSC #10.080.20

Location and Description of work:

Determination Number

41859

Frederick County: Replacement of a special education day school that serves diverse functional academic, medical and behavioral needs for students ages 3-21 who have significant cognitive disabilities and are working on a Maryland High School Certificate of Completion

Date of Issue: Jul 02, 2019

BUILDING CONSTRUCTION

CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT
BALANCING TECHNICIAN	AD	\$29.55		\$7.35
BRICKLAYER	AD	\$31.36		\$11.48
BRICKLAYER/SAWMAN	AD	\$31.36	033	\$11.48
CARPENTER	AD	\$26.66		\$14.80
CARPENTER - SHORING SCAFFOLD BUILDER	AD	\$26.66		\$14.80
CARPET LAYER	AD	\$28.78		\$12.90
CEMENT MASON	AD	\$28.95	031	\$0.00
COMMUNICATION INSTALLER TECHNICIAN	AD	\$28.05	033	\$10.91 a + b
DRYWALL - SPACKLING, TAPING, & FINISHING	AD	\$26.66		\$14.80
ELECTRICIAN	AD	\$37.00		\$17.73
ELEVATOR MECHANIC	AD	\$45.43		\$38.08

FIREPROOFER - SPRAYER	AD	\$31.64	031	\$0.00
FIRESTOPPER	AD	\$28.01	033	\$7.95
GLAZIER	AD	\$29.87	033	\$11.65
INSULATION WORKER	AD	\$35.13		\$15.37
IRONWORKER - FENCE ERECTOR	AD	\$30.25		\$18.72
IRONWORKER - ORNAMENTAL	AD	\$31.77	033	\$21.52
IRONWORKER - REINFORCING	AD	\$26.00	031	\$2.60
IRONWORKER - STRUCTURAL	AD	\$31.77	033	\$21.52
MILLWRIGHT	AD	\$31.11		\$16.00
PAINTER	AD	\$25.06		\$9.86
PILEDRIIVER	AD	\$30.94	033	\$11.48
PLASTERER	AD	\$28.33	033	\$5.95
PLUMBER	AD	\$39.20		\$19.61
POWER EQUIPMENT OPERATOR - ASPHALT DISTRIBUTOR	AD	\$20.50		\$10.32
POWER EQUIPMENT OPERATOR - BACKHOE	AD	\$21.02		\$6.08
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	\$34.55		\$6.91
POWER EQUIPMENT OPERATOR - CONCRETE PUMP	AD	\$39.00	031	\$0.00
POWER EQUIPMENT OPERATOR - CRANE	AD	\$34.70		\$15.40
POWER EQUIPMENT OPERATOR - CRANE - TOWER	AD	\$47.50	031	\$0.00
POWER EQUIPMENT OPERATOR - DRILL - RIG	AD	\$37.34	031	\$9.20
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	\$24.00		\$1.68
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	\$35.19	033	\$7.50
POWER EQUIPMENT OPERATOR - GRADALL	AD	\$27.20		\$4.18
POWER EQUIPMENT OPERATOR - HOIST	AD	\$24.68	031	\$12.87
POWER EQUIPMENT OPERATOR - LOADER	AD	\$29.00		\$14.32
POWER EQUIPMENT OPERATOR - MECHANIC	AD	\$32.89	031	\$9.11
POWER EQUIPMENT OPERATOR - PAVER	AD	\$25.70		\$2.82
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	\$21.76		\$6.09
POWER EQUIPMENT OPERATOR - SCREED	AD	\$21.02		\$1.37
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	AD	\$29.25	031	\$0.00
POWER EQUIPMENT OPERATOR - SKIDDER	AD	\$20.15		\$0.98
RESILIENT FLOOR	AD	\$28.78		\$12.90
ROOFER/WATERPROOFER	AD	\$31.26	031	\$15.39
SHEETMETAL WORKER	AD	\$40.27		\$20.43
SPRINKLERFITTER	AD	\$47.20		\$9.42
STEAMFITTER/PIPEFITTER	AD	\$39.20		\$19.61
STONE MASON	AD	\$37.91		\$17.79
TILE & TERRAZZO FINISHER	AD	\$23.28		\$11.19
TILE & TERRAZZO MECHANIC	AD	\$28.20		\$12.23
TRUCK DRIVER - DUMP	AD	\$16.00		\$3.71
TRUCK DRIVER - DUMP - ARTICULATING	AD	\$22.67		\$7.65 a + b
TRUCK DRIVER - LOWBOY	AD	\$26.70		\$5.50
TRUCK DRIVER - TACK/TAR TRUCK	AD	\$29.32		\$1.47
TRUCK DRIVER - TANDEM	AD	\$21.00		\$1.44
TRUCK DRIVER - WATER	AD	\$20.50		\$2.27

LABORER GROUP II			
LABORER - ASPHALT RAKER	AD	\$19.26	\$11.57
LABORER - COMMON	AD	\$19.26	\$11.57
LABORER - CONCRETE PUDDLER	AD	\$19.26	\$11.57
LABORER - CONCRETE TENDER	AD	\$19.26	\$11.57
LABORER - CONCRETE VIBRATOR	AD	\$19.26	\$11.57
LABORER - DENSITY GAUGE	AD	\$19.26	\$11.57
LABORER - FIREPROOFER - MIXER	AD	\$19.26	\$11.57
LABORER - FLAGGER	AD	\$19.26	\$11.57
LABORER - GRADE CHECKER	AD	\$19.26	\$11.57
LABORER - HAND ROLLER	AD	\$19.26	\$11.57
LABORER - JACKHAMMER	AD	\$19.26	\$11.57
LABORER - LANDSCAPING	AD	\$19.26	\$11.57
LABORER - LAYOUT	AD	\$19.26	\$11.57
LABORER - LUTEMAN	AD	\$19.26	\$11.57
LABORER - MORTAR MIXER	AD	\$19.26	\$11.57
LABORER - PLASTERER - HANDLER	AD	\$19.26	\$11.57
LABORER - TAMPER	AD	\$19.26	\$11.57

LABORERS GROUP I			
LABORER - AIR TOOL OPERATOR	AD	\$20.89	\$19.80
LABORER - ASPHALT PAVER	AD	\$20.89	\$19.80
LABORER - BLASTER - DYNAMITE	AD	\$20.89	\$19.80
LABORER - BURNER	AD	\$20.89	\$19.80
LABORER - CONCRETE SURFACER	AD	\$20.89	\$19.80
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$20.89	\$19.80
LABORER - MASON TENDER	AD	\$20.89	\$19.80
LABORER - PIPELAYER	AD	\$20.89	\$19.80
LABORER - SCAFFOLD BUILDER	AD	\$20.89	\$19.80

FRINGE REFERENCES AS NOTED:

- a. PAID HOLIDAYS: New Year Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.
- b. PAID VACATIONS: Employees with 1 year service - 1 week paid vacation;
2 years service - 2 weeks paid vacation;
10 years service - 3 weeks paid vacation.

Incidental Craft Data: Caulker, Man Lift Operator, Rigger, Scaffold Builder, and Welder receive the wage and fringe rates prescribed for the craft performing the operation to which welding, scaffold building, rigging, operating a Man Lift, or caulking is incidental.

These **Informational Prevailing Wage Rates** may not be substituted for the requirements of pre-advertisement or onsite job posting for a public work contract that exceeds \$500,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project; or (2) the contracting body is a political subdivision, agency, person or entity (such as a county) and the State funds 50% or more of the project.

Modification Codes:

- (AD) 17-209 Annual Determination from Survey Wage Data Received
- (CH) 17-211 Commissioners' Hearing
- (CR) 17-208 Commissioners' Review
- (SR) 17-208 Survey Review by Staff

Each "Borrowed From" county is identified with the FIPS 3-digit county code unique for the specific jurisdiction in Maryland.

For additional information on the FIPS (Federal Information Processing Standard) code, see <http://www.census.gov/datamap/fipslist/AllSt.txt>

The Prevailing Wage rates appearing on this form were originally derived from Maryland's annual Wage Survey. The Commissioner of Labor & Industry encourages all contractors and interested groups to participate in the voluntary Wage Survey, detailing wage rates paid to workers on various types of construction throughout Maryland.

A mail list of both street and email addresses is maintained by the Prevailing Wage Unit to enable up-to-date prevailing wage information, including Wage Survey notices to be sent to contractors and other interested parties. If you would like to be included in the mailing list, please forward (1) your Name, (2) the name of your company (if applicable), (3) your complete postal mailing address, (4) your email address and (5) your telephone number to PWMAILINGLIST@dlr.state.md.us. Requests for inclusion can also be mailed to: Prevailing Wage, 1100 N. Eutaw Street - Room 607, Baltimore MD 21201-2201.

AIA® Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address):
Rock Creek School Replacement
Walkersville, Maryland 21793
Bid 19C14

THE OWNER:

(Name and address):
The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

THE ARCHITECT:

(Name and address):
Proffitt & Associates
49 South Carroll Street
Frederick, Maryland 21701

TABLE OF ARTICLES

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| 1 | DEFINITIONS |
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| 3 | BIDDING DOCUMENTS |
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| 6 | POST-BID INFORMATION |
| 7 | PERFORMANCE BOND AND PAYMENT BOND |
| 8 | FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR |

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders in complete bid sets only.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be available to all who are known by the issuing office to have received a complete set of Bidding Documents at no charge, unless the addenda is informational and does not affect in any way the fit, form or function of any technical and design of this project. In that case, the potential contractor will be responsible for any printing costs.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on COMAR Document 21.07.02.10, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

Additions and Deletions Report for

AIA® Document A701™ – 1997

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:39:53 ET on 04/02/2019.

PAGE 1

~~(Name and location or address)~~address:

Rock Creek School Replacement
Walkersville, Maryland 21793
Bid 19C14

...

~~(Name, legal status and address)~~(Name and address):

The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

...

~~(Name, legal status and address)~~(Name and address):

Proffitt & Associates
49 South Carroll Street
Frederick, Maryland 21701

TABLE OF ARTICLES

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§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid ~~in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.~~Bid.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders ~~unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.~~in complete bid sets only.

PAGE 3

§ 3.4.1 Addenda will be ~~transmitted~~available to all who are known by the issuing office to have received a complete set of Bidding Documents. ~~Documents at no charge, unless the addenda is informational and does not affect in any way the fit, form or function of any technical and design of this project. In that case, the potential contractor will be responsible for any printing costs.~~

PAGE 6

§ 7.2.2 Unless otherwise provided, the bonds shall be written on ~~AIA Document A312, COMAR Document 21.07.02.10,~~ Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:39:53 ET on 04/02/2019 under Order No. 7642102590 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 1997, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**BID 19C14, ROCK CREEK SCHOOL REPLACEMENT PROJECT
FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
SUPPLEMENTAL INSTRUCTIONS TO AIA DOCUMENT A701**

1. BIDDER REGISTRATION

All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at www.emarylandmarketplace.com. FCPS will no longer accept bidder's applications.

2. PRE-BID MEETING

- a. A Pre-Bid Meeting will be held at the date and time indicated on the cover page of this solicitation package.
- b. Attendance at the Pre-Bid Meeting is not mandatory; however, all vendors are strongly encouraged to attend.
- c. The agenda for this Pre-Bid Meeting will include the following: introduction of staff; description of scope of work; timeline/scheduling; budget priorities/concerns; and procurement responsibilities.
- d. Questions shall be submitted, via email, to the person(s) indicated on the cover page of this solicitation package. Due to possible changes and/or additions to the specifications, bids should not be submitted prior to the Pre-Bid meeting. Questions received after said date will not be considered. Neither the Owner nor its employees, agents nor representative shall be responsible for oral instructions.
- e. If FCPS offices are closed, or operating on a modified schedule, due to inclement weather on the day a Pre-Bid is scheduled, the Pre-Bid is cancelled and will not be rescheduled unless an addendum is issued. Bidders are advised that they are to email questions to the identified Contract Manager by the date and time required within this solicitation. For the fastest, most reliable information, regarding closures and/or delays check the following:
 - www.fcps.org
 - Social Media: FCPS on Twitter and FCPS on Facebook
 - Email/Text Messages: Sign up for FindOutFirst email and emergency-only text messages
 - FCPS TV: Comcast Channel 18 (Frederick area)
 - Local radio and tv stations

3. RECEIPT OF BIDS

- a. Bids received prior to the time of opening will be time stamped and securely kept unopened. No bid received thereafter will be considered. FCPS will not be responsible for the premature opening of bids received that are not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids.
- b. All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., are to be labeled with the following:
 - Bidder Name
 - Bid Number and Name
 - Due Date and Time
- c. Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.

- d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.
- e. In the event of inclement weather on the date when bids are scheduled to be opened and the FCPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. (Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department.)

4. ADDENDA

- a. All changes to the bid solicitation will be made through appropriate addenda issued from the Purchasing Department.
- b. Addenda will be available on the FCPS Purchasing Department webpage. All vendors who are known by the Purchasing Department to have downloaded the bid documents will receive an email notification.
- c. Addenda will be issued a minimum of four (4) days prior to the bid opening date, unless the addenda issued extends the due date.
- d. Each bidder shall ascertain, prior to submitting a bid that they have received all Addenda issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addenda will not relieve that bidder from any obligations under this solicitation as amended by addenda. All addenda so issued will become a part of the award and contract documents.

5. PREPARATION OF BID

- a. The attention of all contractors, subcontractors and material supply bidders is directed to the Invitation to Bid, Proposal Form(s), AIA documents A701, A101 and A201, and Supplemental Instructions to Bidders to AIA A701 for information pertinent to the bidding process.
- b. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Manager listed on the solicitation cover sheet. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
- c. Bidder must submit one (1) original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided.
- d. Each bid will be sealed, show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to the address shown on the bid in the absence of written instructions from the bidder to the contrary.
- e. The following items must be included in submission (if applicable):
 - i. Proposal pages completely and accurately filled out.
 - ii. Signature Acknowledgement Form completed and signed.
 - iii. Minority Business Enterprise Attachment "A" Form completed and signed.
 - iv. Minority Business Enterprise Attachment "B" Form completed and signed.
 - v. Statutory Affidavit and Non-Collusion Certification form completed and signed.
 - vi. Certificate of Compliance form completed and signed.

- f. Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance:
<https://certificate.dat.maryland.gov/Pages/default.aspx>
- g. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- h. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- i. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- j. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.
- k. FCPS will accept all bid responses, however, only companies approved by FCPS' Purchasing Department will be considered for contract award. The General Application is available on the FCPS website at: www.fcps.org/purchasing. Completed applications may be submitted separately or included in the bid response. Applications are valid for a three year period.

6. MBE REQUIREMENTS (if applicable)

- a. The contract or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the result that a minimum of **(as stated below)** percent of the total contract value is with certified Minority Business Enterprises, with a minimum of **0** percent from certified African American-owned businesses, a minimum of **0** percent from Asian American-owned businesses, and the balance from any certified Minority Business Enterprises. All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors, are required to attempt to achieve the MBE goal and subgoals from certified MBEs.

MBE participation goals for the Rock Creek School Replacement project is as follows with no sub-goals.

<u>Division/Package</u>	<u>MBE Goal</u>
2A Earthwork & Site Demolition	10%
3A Concrete	2%
4A Masonry	2%
5A Structural Steel	2%
6A General Trades	5%
7A Roofing	10%
8A Glass & Aluminum	5%
9A Drywall	10%
9B Ceramic Tile	2%
9C Resilient Flooring	5%
9D Athletic Flooring	0%
9E Resinous Flooring	2%
9F Painting	7%
11A Food Service Equipment	0%
13A Therapy Pool	0%
15A Mechanical	10%
15B Sprinkler	2%
16A Electrical	10%

- b. Effective May 13, 2013, all contracts containing certified MBE participation goals shall contain a liquidated damages provision that applies if the contractor fails to comply in good faith with the provisions of State MBE laws or the pertinent terms of the procurement contract. (Code of Maryland Regulations (COMAR) 21.11.03.10(E)).

- c. Liquidated Damages Provision

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (MBE) Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, 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 MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State 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.

- i. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$211.40 per day until the monthly report is submitted as required.
- ii. 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): \$105.70 per MBE subcontractor.
- iii. 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 the MBE firm for the contract.
- iv. 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.
- v. [Do Not Include In Contracts That Are Subject To Section 15-226 Of The State Finance And Procurement Article – Construction Contracts – Prompt Payment Of Subcontractors]. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: not to exceed \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

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

7. PREVAILING WAGE RATES

When applicable, the vendor will comply with Section 17-201 through 17-226 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended, which requires payment of prevailing wages as determined by the Commissioner of Labor on public works projects.

8. BID BOND

- a. Each bidder shall submit with their bid a certified check, cashier's check or bid bond acceptable to the FCPS, for at least five percent (5%) of the amount of TOTAL BID. Each bidder agrees that they will, if awarded the contract, at the time of entering into agreement, furnish to FCPS proper payment and performance bonds naming the Board of Education of Frederick County for the full amount of the contract guaranteeing the faithful performance of all conditions thereof, and the payment in full to all parties furnishing labor and materials or other services on its account.
- b. Failure to furnish the required documentation within ten (10) calendar days after receipt of the Notice of Award letter may result in the forfeiture of the submitted surety unless FCPS is responsible for the delay.
- c. Certified checks, or cashier's checks, submitted as bid surety will be returned to the awarded vendor upon receipt of required documentation.

9. PRODUCT SUBSTITUTIONS

Bidders are referred to paragraphs contained within the General Requirements and the Technical Specifications for information concerning product substitution.

10. TAXES

- a. No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which the Board of Education of Frederick County is exempt.
- b. A contractor is not eligible, per the Maryland Comptroller's Office, to utilize the tax exemption certificate for governmental agencies.

11. BID OPENING

- a. Sealed bids will be opened at the location, date, and time indicated on the solicitation cover sheet.
- b. All bids received must include original signatures; no photo copies will be accepted. Unless specifically authorized, facsimile or emailed bids will not be considered. Modifications by facsimile, or email, of bids already submitted will be considered if received prior to the time set for opening. No bids will be accepted via telephone.
- c. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Frederick County.
- d. The recommended award will be posted to the FCPS BoardDocs website a minimum of five days prior to the Board of Education meeting in which it will be presented.
- e. Final award recommendation, and the bid tabulation, will be posted on the FCPS webpage, www.fcps.org/bidlist, after the Board of Education of Frederick County approval.

12. ERRORS IN BID SUBMISSIONS

- a. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk.

- b. If the bidder has made an error, the bidder may request, in writing, to have their bid withdrawn. The request must be received in the Purchasing Department within one business day after the time established for the bid opening and include written documentation substantiating the error. Approval of a bidder's request is not automatic and may be given only by the Purchasing Manager. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Purchasing Manager that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor's business.
- c. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

13. AWARDS OR REJECTION OF BIDS

- a. The basis of award shall be the lowest responsible bidder submitting a responsive bid that conforms to the specifications established in the solicitation with consideration given to the quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors, if applicable.
- b. FCPS reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, to waive any informality in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest.
- c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of FCPS, that they have the necessary facilities, ability and financial resources to execute the contract in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they have the necessary experience, history and references to assure FCPS of their qualifications.
- d. The Board of Education of Frederick County reserves the right to award the bid within 90 days from the date of the bid opening unless a different time period is stated in the bid document.
- e. In the event of a tie, where all other factors, such as past performance, are considered comparable, the award shall be made to the Frederick County based bidder; the closest Maryland out-of-county based bidder; and the closest out-of-state based bidder, in that order of preference.
- f. FCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
- g. If, after competitive sealed bids have been opened, the Purchasing Manager determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as sole source procurement.
- h. A recommendation for the award of a contract will be presented to the Board of Education of Frederick County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, an FCPS contract document shall also be issued.
- i. The Board of Education of Frederick County reserves the right to reject the bid of a bidder who has, in the opinion of FCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.

- j. The Board of Education of Frederick County retains the right to reject any and all bids, if it is deemed in the best interest of FCPS to do so.
- k. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, FCPS retains the right to cancel the awarded item(s) and award to a new bidder, as long as that bidder mutually agrees to the award.

14. CONTRACT FORMATION

- a. Notification of the contract award will be made by letter after approval by the Board of Education of Frederick County.
- b. The form of contract between the owner and the awarded bidder shall be AIA Document A101, Standard Form of Agreement Between Owner and Contractor (2007 edition) including the AIA A201 General Conditions of the Contract for Construction (2007 edition), together with any Frederick County Public Schools' agreed upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award.
- c. No amendment, modification or change to the contract shall be effective unless such change is in writing and mutually agreed upon by authorized representatives of FCPS and the awarded vendor(s). Changes may not significantly alter the original scope of the agreement.

15. PERFORMANCE AND PAYMENT BONDS

- a. If applicable, the awarded vendor(s) may be required to submit either one or both of the following two bonds to the Purchasing Department ten (10) calendar days after receipt of the Notice of Award and in accordance with the terms stated below:
 - i. **Performance Bond** in the amount of 100% of the contract value covering faithful performance of the contract; and
 - ii. **Payment Bond** in the amount of 100% of the contract value as security for the payment of all persons performing labor and furnishing materials in connection therewith.
- b. The cost of the performance bond and payment bonds will be borne by the bidder(s) in all instances.
- c. Certified checks in the amounts stated above will be accepted in lieu of the performance bond and payment bond only upon prior approval of the Purchasing Manager. If checks are approved for acceptance in lieu of either bond, they should be in the same amount as these bonds; be separate checks; and should clearly designate the purpose - i.e., performance or payment.
- d. Certified checks, if submitted, will be deposited in an FCPS bank account(s). Upon successful completion of the contract, check(s) will be drawn upon the FCPS bank account(s) for the full amounts of both certified checks.
- e. Bonds must be approved by surety companies which are named in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20111. Maryland Code 21-102 – A certificate of authority, or certified copy of a certificate of authority, issued by the Commissioner to a surety insurer shall be accepted as evidence of qualification to become sole surety on a bond, undertaking, recognizance, or other obligation required or allowed by law, or in the charter, ordinances, rules, or regulations of a municipal corporation, board, organization, court, judge, or public officer, without further proof or qualification regarding solvency, credit, or financial sufficiency to act as a surety or bidders must use bonding companies rated by A.M. Best Company of at least A-/VIII.

- f. If a bonding company is used that is not on the most current Circular 570, the vendor will be contacted to obtain a bond from an approved surety company and re-submit it to the Purchasing Department within ten (10) calendar days after notification.
- g. Upon receipt and approval of the performance bond and payment bond, or the certified check(s), an official purchase order will be issued.
- h. The awarded vendor's security will be retained until they have signed the Owner-Contractor Agreement and Addendum and furnished the required Payment Bond and Performance Bond, guaranteeing payment of damages in the event of failure to perform as agreed, including the prevailing wage rate clause. The Owner reserves the right to retain the security of all bidding contractors until the selected bidder enters into contract, or until ninety (90) calendar days after the bid opening, whichever is shorter. If any bidder refuses to enter into a contract, the Owner may retain his bid security as liquidated damages, but not as a penalty.
- i. If bonds are required, and the awarded vendor fails to perform according to the terms of the contract, the bonding company will be notified in writing with a copy sent to the vendor.

16. INSURANCE REQUIREMENTS

Reference AIA Document A101-2007 Article 10, Insurance and Bonds for insurance requirement types and limits.

17. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- a. It is anticipated that construction will commence on or around October, 2019.
- b. Substantial completion shall be achieved by January, 2021.

18. PROTESTS

- a. The Purchasing Manager or designee (when the Purchasing Manager administers the bid being protested) shall attempt to resolve, informally, all protests of bid award recommendations. Bidders are encouraged to present their concerns promptly to the Contract Manager for consideration.
 - i. The bidder must submit their concern, in writing, addressed to the Purchasing Manager. It should include the following:
 - Name, address, contact information of the protestor;
 - Statement of reasons for the protest;
 - Supporting documentation to substantiate the claim;
 - The remedy sought.
 - ii. The protest must be received by the Purchasing Manager at least two calendar days prior to the date of the Board of Education meeting at which the recommendation will be presented. It is the vendor's responsibility to ascertain the date and time of award.
 - iii. A bidder who does not file a timely protest before the contract is awarded by the Board of Education of Frederick County is deemed to have waived any objection.
1. The Purchasing Manager shall inform the Chief Financial Officer and/or general counsel upon receipt of the protest, and shall confer with them prior to the issuance of a decision regarding disputes of contracts or awards valued at \$25,000 or above.
2. The Purchasing Manager shall issue a decision in writing.

3. Should the protestor disapprove of the Purchasing Manager's decision, they have the right to address the Board of Education of Frederick County during the public comment section of the same Board meeting where the award recommendation is scheduled for award.
4. The Board of Education of Frederick County's decision is deemed the final action at the local level.
5. A bidder may appeal a decision of the Board directly to the Maryland State Board of Education in accordance with Board Policy 105.11 and Maryland law.

19. HOLD HARMLESS

It is understood that the awarded vendor(s) shall defend and hold harmless the Board of Education of Frederick County, and its representatives, from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by person(s) or property during the performance of this contract.

20. CONTRACT DISPUTES

- a. Any dispute arising under this contract shall be decided by the Contract Administrator, the Contract Manager and the Purchasing Manager, who will communicate their decision to writing and furnish a copy to the vendor. This decision shall be final and conclusive unless, within 30 days, the vendor furnishes a written appeal addressed to the Board of Education of Frederick County. The local Board of Education has the right to hear appeals as provided by Maryland law.
- b. The Board of Education of Frederick County, or its duly authorized representative, will review the appeal for the determination of such appeal and their finding shall be final and conclusive. In connection with any appeal preceding under this clause, the vendor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the vendor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision. Exceptions are decisions determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by evidence.
- c. This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

21. LIQUIDATED DAMAGES

- a. AIA Document A101, Article 3.3.2 clarification:

In the event that the Contractor does not achieve Substantial Completion as stipulated, including approved extensions, the Contractor and the Contractor's surety shall be liable for and shall pay liquidated damages to the Owner.

For each calendar day required to achieve Substantial Completion beyond the Substantial Completion Date authorized by the Contract, the Contractor shall pay to the Owner all direct costs charged to the Owner plus liquidated damages on account of Owner's staff expense and on account of student inconvenience, disruption, and dislocation the sum of \$1,000.00 per day.

22. PROVISION OF PORTABLE SANITATION AND REMOVAL OF DEBRIS

- a. Vendors are responsible for removal of trash and debris and will confine their apparatus, materials, supplies, and equipment in such orderly fashion at the work site so that it will not unduly interfere with the progress of the work of any other vendor.

- b. It will be the vendor's responsibility to provide portable sanitation facilities on the work site and secure Health Department or local subdivision approval, when required.
- c. They will not interfere with FCPS personnel or students in the performance of this contract. FCPS reserves first right of salvage on all materials removed from FCPS facilities and no salvage values should be assumed in bidding on the project unless so stated in the specifications. Vendors will pay all disposal fees and can recuperate them only by including them in their bid pricing.
- d. At the completion of the work, and before final payment is made, vendors will remove all rubbish and debris and will leave the work site clean, including site restoration. Vendors will remove all tools, scaffolding and surplus materials from and about the building. In case of dispute, FCPS may remove the rubbish and/or repair property and charge such costs to the vendor.

23. PROTECTION OF WORK AND PROPERTY

- a. The vendor will be solely responsible for initiating, maintaining and supervising all safety precautions and programs in the performance of this contract and will be responsible for observing the safety regulations of MOSHA, OSHA, and local life safety agencies.
- b. The vendor will erect and maintain, as required by conditions and progress of the work, all necessary safeguards for safety and protection, including fences, railing, barricades, lighting, posting of danger signs and other warnings against hazards.
- c. The vendor will comply with applicable laws, ordinances, regulations and orders of governing authorities having jurisdiction for the safety of persons and property to protect them from damage, injury or loss. Any damage, loss or injury resulting from the failure of the vendor to safe guard their work and FCPS property will be borne by the vendor.
- d. In the case of inclement weather, or an emergency that threatens the loss or damage of property or life safety, the vendor will be allowed to act in a diligent manner without instructions from FCPS. The vendor will notify the Contract Administrator of their actions as soon as possible. Any claim for compensation by the vendor due to such extra work will be submitted promptly to FCPS for approval

24. LAWS AND REGULATIONS

- a. The vendor will comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge. If the vendor performs any work which it knows or should know to be contrary to such laws, ordinance, and regulations and without such notices to FCPS they shall bear all costs arising therefrom.
- b. All vendors and subcontractors must abide by the Board of Education of Frederick County policies and FCPS regulations while working on school property.
- c. The vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

25. AMERICAN STEEL ACT

The vendor will comply with the provisions of Sections 17-301 through 17-306 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended entitled "Steel Procurement for Public Works." The vendor's affidavit of compliance with these provisions may be required before payment can be made.

26. EMPLOYMENT OF CHILD SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS

- a. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS' project. The awarded vendor(s) must initially check the Maryland Department of Public Safety & Correctional Services' Maryland Sex Offender Registry and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the vendor will periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the vendor, subcontractor or equipment or material supplier, FCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract at no additional costs, as a result if the vendor is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland registry.
- b. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees per FCPS Regulation 300-33. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check. Additional information regarding this requirement will be found in Section II.
- c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on FCPS school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified as a crime of violence.
- d. The awarded vendor(s) will not assign employees who has been convicted of an offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.
- e. An awarded vendor will not assign employee who has been convicted of a crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this state.

27. DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE

- a. All awarded vendors and subcontractors must abide by Board Policy 112 while working on any FCPS property at all times.
- b. The Board of Education of Frederick County endorses the provisions of Public Law 100-690, Title V, Subtitle D (Drug-Free Workplace Act of 1988) and Public Law 101-226 (The Drug-Free Schools and Communities Act of 1989) and regulations promulgated there under and establishes a drug-free and alcohol-free workplace and school system.
- c. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

28. WEAPON POSSESSION ON SCHOOL PROPERTY

- a. The criminal code of Maryland makes it illegal to possess a weapon on school property.
- b. No person shall carry or possess any rifle, gun, knife, or deadly weapon of any kind on FCPS property.
- c. Any awarded vendor(s) whose employees violate this clause may be subject to the termination of the contract for cause.

29. ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by FCPS is in violation of the law and is strictly prohibited. Awarded vendor(s) and subcontractors must verify employment eligibility of workers in order to assure that they are not violating federal/state/local laws regarding illegal immigration. A compliance audit may be conducted.

30. STUDENT/STAFF CONFIDENTIALITY

Under no circumstances may any vendor/contractor/provider/consultant release, disclose, sell or otherwise use names, addresses, or any other information related to students, or staff, of FCPS and may only use this information for purposes required under any contract/agreement or memorandum of understanding.

31. PUBLIC INFORMATION ACT NOTICE

- a. Bidders should identify those portions of their solicitation, which they deem to be confidential, or to contain proprietary commercial information or trade secrets. Bidders should provide justification why such material, upon request, should not be disclosed by FCPS under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.
- b. Unless portions of a solicitation are identified as confidential, all records are considered public. A person or governmental unit that wishes to inspect a public record, or receive copies of a public record, shall submit a written or electronic request and direct it to the Office of Legal Services per FCPS Regulation 200-42.

32. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, terrorism, or other similar occurrences. If either party is delayed by Force Majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. FCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. FCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure, and the vendor shall have no recourse against FCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure as defined herein.

33. ETHICS POLICY

- a. The Board of Education of Frederick County has an Ethics Policy, which covers conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Ethics Policies that may apply to them individually or as a business entity.
- b. All bidders should carefully review Board Policy 109, Ethics, which prohibits FCPS employees from benefiting from business with the school system.

34. NON-COLLUSION

- a. Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this bid.

- b. Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

35. CONFLICT OF INTEREST

The bidder will advise FCPS in writing as soon as possible, but not later than the date of award of the contract, of any known relationships with a third party, or FCPS employee or representative, which would present a significant advantage to one bidder over another bidder or present a conflict of interest with the rendering of products and services under this agreement.

36. EMARYLANDMARKETPLACE REGISTRATION

Contractors are required to register with www.eMarylandMarketplace.org within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland.

The following is a listing of Contract Packages for use on the **Frederick County Public School's Rock Creek School**, along with references to the Architect's Specification Sections. Contractors will be responsible for the work contained in the referenced Specification Sections; however, the Contractor's work will not necessarily be limited to the sections referenced. All Contractors shall comply with the requirements of all Sections of **Division 00 Contract Requirements, and Division 01 General Requirements**, in their entirety.

Contract Package	Specification Reference
02A – Earthwork	Division 00 In its entirety
	Division 01 In its entirety
	024119 Selective Demolition
	033000 Cast-In-Place Concrete as applicable
	107516 Ground-Set Flagpoles for coordination
	107316.13 Metal Canopies for coordination
	107326.13 Metal Walkway Covers for coordination
	116823 Exterior Court Athletic Equipment
	Division 13 For coordination
	Division 21 For coordination
	Division 22 For coordination
	Division 23 For coordination
	Division 26 For coordination
	Division 27 For coordination
	Division 28 For coordination
	311000 Clearing
	312000 Earth Moving - Civil
	312005 Building Earthwork
	313116 Termite Control
	315000 Excavation Support and Protection
	321216 Hot-Mixed Asphalt Paving
	321220 Road and Parking Accessories
	321313 Concrete Paving
	321315 Concrete Curbing
	323000 Site Furnishings
	323010 Modular Playground Equipment
	323113 Chain Link Fences and Gates
	323223 Segmental Retaining Walls
	329000 Tree Conservation
	329305 Topsoiling, Seeding, and Sodding
	329500 Trees, Shrubs, and Ground Covers
	331000 Utility Standards
	331005 Water Distribution System
	333000 Sanitary Sewerage
	334100 Storm Drainage
03A – Building Concrete	Specification Reference
	Division 00 In its entirety
	Division 01 In its entirety
	031100 Concrete Forming
	031500 Concrete Accessories
	032000 Concrete Reinforcement
	033000 Cast-In-Place Concrete
	042000 Unit Masonry for coordination
	047200 Cast Stone Masonry for coordination
	047300 Manufactured Stone Masonry for coordination
	051200 Structural Steel Framing for coordination
	054000 Cold-Formed Metal Framing for coordination
	055000 Metal Fabrications for coordination
	071113 Bituminous Dampproofing as applicable
	071326 Self Adhering Sheet Waterproofing as applicable
	071416 Cold-Fluid Applied Waterproofing as applicable
	072100 Thermal Insulation as applicable
	072600 Vapor Retarders as applicable

SECTION 002413
SPECIFICATION CROSS REFERENCE

ROCK CREEK SCHOOL
Frederick County Public Schools

078100	Applied Fireproofing for coordination
078413	Penetration Firestopping for coordination
078443	Joint Firestopping for coordination
079200	Joint Sealants for as applicable and for coordination
083113	Access Doors and Frames for coordination
092216	Non-Structural Metal framing for coordination
093000	Tiling for coordination
096513	Resilient Base and Accessories for coordination
096519	Resilient Tile Flooring for coordination
096623	Resinous Matrix Terrazzo for coordination
096700	Athletic Flooring for coordination
096723.01	Epoxy Resinous Flooring for coordination
096723.02	Urethane Resinous Flooring for coordination
099000	Painting and Coating for coordination
105126	Plastic Lockers for coordination
107326.13	Metal Walkway Covers for coordination
114000	Food Service Equipment for coordination
124823	Entrance Floor Grids for coordination
Division 13	For coordination
Division 21	For coordination
Division 22	As applicable and for coordination
Division 23	For coordination
Division 26	For coordination
Division 27	For coordination
Division 28	For coordination
Division 31	As applicable and for coordination
Division 32	For coordination
Division 33	For coordination

Contract Package
04A – Masonry

Specification Reference	
Division 00	In its entirety
Division 01	In its entirety
033000	Cast-In-Place Concrete for coordination
042000	Unit Masonry
047200	Cast Stone Masonry
047300	Manufactured Stone Masonry
051200	Structural Steel Framing for coordination
052100	Steel Joist Framing for coordination
055000	Metal Fabrications for coordination
061000	Rough Carpentry for coordination
071113	Bituminous Dampproofing as applicable
071326	Self Adhering Sheet Waterproofing as applicable
071416	Cold-Fluid Applied Waterproofing as applicable
072100	Thermal Insulation as applicable
072726	Fluid-Applied Membrane Air Barriers
072736	Sprayed Foam Air Barrier
078413	Penetration Firestopping as applicable and for coordination
078443	Joint Firestopping as applicable at masonry and for coordination
079100	Preformed Joint Seals
079200	Joint Sealants as applicable
079219	Acoustical Joint Sealants as applicable and for coordination
079513.13	Interior Expansion Joint Cover Assemblies for coordination
081113	Hollow Metal Doors and Frames for coordination
083313	Coiling Counter Doors for coordination
083323	Overhead Coiling Doors for coordination
083453	Security Doors and Frames for coordination
084113	Aluminum-Framed Entrances and Storefronts for

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SPECIFICATION CROSS REFERENCE

ROCK CREEK SCHOOL
Frederick County Public Schools

	coordination
084113.13	Fire-Rated Aluminum-Framed Entrances and Storefronts for coordination
084413	Glazed Aluminum Curtainwalls for coordination
084523	Fiberglass-Sandwich-Panel Assemblies for coordination
089119	Fixed Louvers for coordination
092216	Non Structural Metal Framing for coordination
093000	Tiling for coordination
097200	Wall Coverings for coordination
098433	Modular Metal Sound-Absorbing Wall Panels for coordination
098436	Sound-Absorbing Wall Units for coordination
099000	Painting and Coating for coordination
101100	Visual Display Units for coordination
101200	Display Cases for coordination
102113.19	Plastic Toilet Compartments for coordination
104413	Fire Protection Cabinets for coordination
105126	Plastic Lockers for coordination
107326.13	Metal Walkway Covers for coordination
116653	Gymnasium Dividers for coordination
122413	Roller Window Shades for coordination
123216	Manufactured Casework for coordination
123550	Media Center Casework for coordination
Division 13	For coordination
Division 21	For coordination
Division 22	For coordination
Division 23	For coordination
Division 26	For coordination
Division 27	For coordination
Division 28	For coordination
Division 31	For coordination
Division 32	For coordination
Division 33	For coordination

Contract Package
05A – Steel

Specification Reference	
Division 00	In its entirety
Division 01	In its entirety
033000	Cast-In-Place Concrete
042000	Unit Masonry for coordination
047200	Cast Stone Masonry for coordination
047300	Manufactured Stone Masonry for coordination
051200	Structural Steel Framing
052100	Steel Joist Framing
053114	Steel Floor Centering
053123	Steel Roof Decking
054000	Cold Formed Metal Framing for coordination
055000	Metal Fabrications
055119	Metal Stairs
055213	Pipe and Tube Railings
061053	Miscellaneous Rough Carpentry for coordination
077100	Roof Specialties for coordination
077129	Manufactured Roof Expansion Joints for coordination
077200	Roof Accessories for coordination
078100	Applied Fireproofing for coordination
078413	Penetration Firestopping for coordination
078443	Joint Firestopping for coordination
079100	Preformed Joint Seals for coordination
079200	Joint Sealants as applicable
079219	Acoustical Joint Sealants as applicable and for coordination

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SPECIFICATION CROSS REFERENCE

ROCK CREEK SCHOOL
Frederick County Public Schools

079513.13	Interior Expansion Joint Cover Assemblies for coordination
083313	Coiling Counter Doors for coordination
083323	Overhead Coiling Doors for coordination
084113	Aluminum-Framed Entrances and Storefronts for coordination
084113.13	Fire-Rated Aluminum-Framed Entrances and Storefronts for coordination
084413	Glazed Aluminum Curtainwalls for coordination
084523	Fiberglass-Sandwich-Panel Assemblies for coordination
089119	Fixed Louvers for coordination
092216	Non-Structural Metal Framing for coordination
099000	Painting and Coating for coordination
101100	Visual Display Units for coordination
101200	Display Cases for coordination
102113.19	Plastic Toilet Compartments for coordination
104413	Fire Protection Cabinets for coordination
105126	Plastic Lockers for coordination
107326.13	Metal Walkway Covers
115213.19	Rear Projection Screens for coordination
116143	Stage Curtains for coordination
116623	Gymnasium Equipment for coordination
116653	Gymnasium Dividers for coordination
117300	Patient Care Equipment for coordination
Division 13	For coordination
Division 21	For coordination
Division 22	For coordination
Division 23	For coordination
Division 26	For coordination
Division 27	For coordination
Division 28	For coordination
Division 31	For coordination
Division 32	For coordination
Division 33	For coordination

Contract Package

06A- General Trades Package

Specification Reference

Division 00	In its entirety
Division 01	In its entirety
033000	Cast-In-Place Concrete for coordination
042000	Unit Masonry for coordination
047200	Cast Stone Masonry for coordination
047300	Manufactured Stone Masonry for coordination
051200	Structural Steel Framing for coordination
052100	Steel Joists for coordination
054000	Cold Formed Metal Framing for coordination
055000	Metal Fabrications as applicable and for coordination
061053	Miscellaneous Rough Carpentry
062000	Finish Carpentry
072100	Thermal Insulation as applicable and for coordination
077100	Roof Specialties for coordination
077129	Manufactured Roof Expansion Joints for coordination
078413	Penetration Firestopping as applicable
078443	Joint Firestopping for coordination
079200	Joint Sealants as applicable
079513.13	Interior Expansion Joint Cover Assemblies
081113	Hollow Metal Doors and Frames
081416	Flush Wood Doors
081613	Fiberglass Doors

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SPECIFICATION CROSS REFERENCE

ROCK CREEK SCHOOL
Frederick County Public Schools

083313	Coiling Counter Doors
083323	Overhead Coiling Doors
083453	Security Doors and Frames as applicable and for coordination
083473.13	Metal Sound Control Door Assemblies
084113	Aluminum-Framed Entrances and Storefronts for coordination
084413	Glazed Aluminum Curtainwalls for coordination
087100	Door Hardware
088000	Glazing for coordination
092216	Non-Structural Metal Framing for coordination
096623	Resinous Matrix Terrazzo (Add Alternate #6)
097200	Wall Coverings
101100	Visual Display Units
101200	Display Cases
101416	Plaques
101423	Panel Signage
101463	Electronic Message Signage
102113.19	Plastic Toilet Compartments
102123	Cubicle Curtains and Track
102600	Wall and Door Protection
102800	Toilet, Bath, and Laundry Accessories
104313	Defibrillator Cabinets
104413	Fire Protection Cabinets
104416	Fire Extinguishers
105113	Metal Lockers
105126	Plastic Lockers
105153	Locker Room Benches
105613	Metal Storage Shelving
107516	Ground-Set Flagpoles
111313	Loading Dock Bumpers
112173	Commercial Laundry and Dry Cleaning Equipment
112800	Office Equipment
113013	Residential Appliances
115213.19	Rear Projection Screens
116143	Stage Curtains
116613	Exercise Equipment
116623	Gymnasium Equipment
116653	Gymnasium Dividers
117300	Patient Care Equipment
119513	Kilns
122413	Window Roller Shades Systems
123216	Manufactured Casework
123550	Media Center Casework
123600	Countertops
133413.13	Greenhouses
Division 13	For coordination
Division 21	For coordination
Division 22	For coordination
Division 23	For coordination
Division 26	For coordination
Division 27	For coordination
Division 28	For coordination

Contract Package
07A-Roofing

Specification Reference

Division 00	In its entirety
Division 01	In its entirety
042000	Unit Masonry for coordination
052100	Steel Joists for coordination
053123	Steel Decking for coordination
054000	Cold Formed Metal Framing as applicable and

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SPECIFICATION CROSS REFERENCE

ROCK CREEK SCHOOL
Frederick County Public Schools

	for coordination
055000	Metal Fabrications for coordination
061053	Miscellaneous Rough Carpentry for coordination
072100	Thermal Insulation as applicable
072600	Vapor Retarders as applicable
074213.13	Formed Metal Wall Panels
074213.19	Insulated Metal Wall Panels
074293	Soffit Panels
075113	Built-up Asphalt Roofing
076200	Sheet Metal Flashing and Trim
077100	Roof Specialties
077129	Manufactured Roof Expansion Joints
077200	Roof Accessories as applicable and for coordination
079200	Joint Sealants for coordination
092216	Non-Structural Metal Framing for coordination
108213	Exterior Grilles and Screens
Division 21	For coordination
Division 22	For coordination
Division 23	For coordination
Division 26	For coordination
Division 27	For coordination
Division 28	For coordination

Contract Package
08A-Glass and Aluminum

Specification Reference

Division 00	In its entirety
Division 01	In its entirety
033000	Cast-In-Place Concrete for coordination
042000	Unit Masonry for coordination
047200	Cast Stone Masonry for coordination
047300	Manufactured Stone Masonry for coordination
051200	Structural Steel Framing as applicable and for coordination
052100	Steel Joist Framing for coordination
053123	Steel Roof Decking for coordination
054000	Cold Formed Metal Framing for coordination
061053	Miscellaneous Rough Carpentry for coordination
078413	Penetration Firestopping as applicable
078443	Joint Firestopping as applicable at aluminum
079100	Preformed Joint Seals as applicable
079200	Joint Sealants as applicable
079513.13	Interior Expansion Joint Cover Assemblies for coordination
081113	Hollow Metal Doors and Frames for coordination
081416	Flush Wood Doors for coordination
081613	Fiberglass Doors for coordination
083453	Security Doors and Frames
083513	Folding Doors
084113	Aluminum-Framed Entrances and Storefronts
084113.13	Fire-Rated Aluminum-Framed Entrances and Storefronts
084413	Glazed Aluminum Curtainwalls
084523	Fiberglass-Sandwich-Panel Assemblies
087100	Door Hardware as applicable and for coordination
087113	Automatic Door Operators
088000	Glazing
088113	Decorative Glass Glazing
088300	Mirrors
088813	Fire-Resistive Glazing
088856	Ballistics-Resistant Glazing
089119	Fixed Louvers as applicable and for coordination

SECTION 002413
SPECIFICATION CROSS REFERENCE

ROCK CREEK SCHOOL
Frederick County Public Schools

092216	Non-Structural Metal Framing for coordination
Division 21	For coordination
Division 22	For coordination
Division 23	For coordination
Division 26	For coordination
Division 27	For coordination
Division 28	For coordination

Contract Package
09A-Drywall

Specification Reference

Division 00	In its entirety
Division 01	In its entirety
033000	Cast-In-Place Concrete for coordination
042000	Unit Masonry for coordination
047200	Cast Stone Masonry for coordination
047300	Manufactured Stone Masonry for coordination
051200	Structural Steel Framing as applicable and for coordination
052100	Steel Joist Framing for coordination
053123	Steel Roof Decking for coordination
054000	Cold Formed Metal Framing
062614	Mineral Profile Paneling
072100	Thermal Insulation as applicable
077129	Manufactured Roof Expansion Joints for coordination
077200	Roof Accessories for coordination
078413	Penetration Firestopping as applicable
078443	Joint Firestopping as applicable at drywall
079200	Joint Sealants as applicable
079219	Acoustical Joint Sealants
081113	Hollow Metal Doors and Frames for coordination
083313	Coiling Counter Doors for coordination
083323	Overhead Coiling Doors for coordination
083453	Security Doors and Frames for coordination
084113	Aluminum-Framed Entrances and Storefronts for coordination
084113.13	Fire-Rated Aluminum-Framed Entrances and Storefronts for coordination
084413	Glazed Aluminum Curtainwalls for coordination
084523	Fiberglass-Sandwich-Panel Assemblies for coordination
089119	Fixed Louvers for coordination
092216	Non-Structural Metal Framing
092900	Gypsum Board
095113	Acoustical Ceilings
097200	Wall Coverings (for coordination)
098433	Modular Metal Sound-Absorbing Wall Panels
098436	Sound-Absorbing Wall Units
099000	Painting and Coating for coordination
101100	Visual Display Units for coordination
101200	Display Cases for coordination
102113.19	Plastic Toilet Compartments for coordination
102123	Cubicle Curtains and Track for coordination
102600	Wall and Door Protection for coordination
102800	Toilet, Bath and Laundry Accessories for coordination
104413	Fire Protection Cabinets for coordination
115213.19	Rear Projection Screens for coordination
116623	Gymnasium Equipment for coordination
116653	Gymnasium Dividers for coordination
122413	Window Roller Shade Systems for coordination
Division 13	For coordination

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SPECIFICATION CROSS REFERENCE

ROCK CREEK SCHOOL
Frederick County Public Schools

Division 21	For coordination
Division 22	For coordination
Division 23	For coordination
Division 26	For coordination
Division 27	For coordination
Division 28	For coordination

Contract Package
09B- Tiling

Specification Reference

Division 00	In its entirety
Division 01	In its entirety
033000	Cast-In-Place Concrete for coordination
042000	Unit Masonry for coordination
079200	Joint Sealants as applicable
079513.13	Interior Expansion Joint Cover Assemblies for coordination
092900	Gypsum Board for coordination
093000	Tiling
102800	Toilet, Bath and Laundry Accessories for coordination
104413	Fire Protection Cabinets for coordination
105126	Plastic Lockers for coordination
114000	Food Service Equipment for coordination
Division 13	For coordination

Contract Package
09C- Resilient Flooring

Specification Reference

Division 00	In its entirety
Division 01	In its entirety
033000	Cast-In-Place Concrete for coordination
079200	Joint Sealants as applicable
079513.13	Interior Expansion Joint Cover Assemblies for coordination
096513	Resilient Base and Accessories
096519	Resilient Vinyl Composition Floor Tile
124823	Entrance Floor Grids

Contract Package
09D- Athletic Flooring

Specification Reference

Division 00	In its entirety
Division 01	In its entirety
033000	Cast-In-Place Concrete for coordination
079200	Joint Sealants as applicable
096513	Resilient Base and Accessories as applicable
096566	Resilient Athletic Flooring
096723.01	Epoxy Resinous Flooring for coordination
096766	Fluid Applied Athletic Flooring
116623	Gymnasium Equipment for coordination
116653	Gymnasium Dividers for coordination

Contract Package
09E- Resinous Flooring

Specification Reference

Division 00	In its entirety
Division 01	In its entirety
033000	Cast in place Concrete for coordination
042000	Unit Masonry for coordination
079200	Joint Sealants as applicable
079513.13	Interior Expansion Joint Cover Assemblies for coordination
092900	Gypsum Board for coordination
096723.01	Epoxy Resinous Flooring
096723.02	Urethane Resinous Flooring

Contract Package
09F- Painting & Coatings

Specification Reference

Division 00	In its entirety
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SECTION 002413
SPECIFICATION CROSS REFERENCE

ROCK CREEK SCHOOL
Frederick County Public Schools

Division 01	In its entirety
033000	Cast-In-Place Concrete as applicable and for coordination
042000	Unit Masonry for coordination
051200	Structural Steel Framing for coordination
052100	Steel Joist Framing for coordination
053123	Steel Roof Decking for coordination
055000	Metal Fabrications for coordination
079200	Joint Sealants as applicable
081113	Hollow Metal Doors and Frames for coordination
081416	Flush Wood Doors for coordination
081613	Fiberglass Doors for coordination
092900	Gypsum Board for coordination
099000	Painting and Coating
Division 13	As applicable and for coordination
Division 21	As applicable and for coordination
Division 22	As applicable and for coordination
Division 23	As applicable and for coordination
Division 26	As applicable and for coordination
Division 27	As applicable and for coordination
Division 28	As applicable and for coordination

Contract Package

11A – Food Service Equipment

Specification Reference

Division 00	In its entirety
Division 01	In its entirety
033000	Cast-In-Place Concrete for coordination
042000	Unit Masonry for coordination
051200	Structural Steel Framing for coordination
052100	Steel Joist Framing for coordination
053123	Steel Roof Decking for coordination
054000	Cold Formed Metal Framing for coordination
072100	Thermal Insulation as applicable
077200	Roof Accessories as applicable
078413	Penetration Firestopping as applicable
078443	Joint Firestopping as applicable
079200	Joint Sealants as applicable
083313	Coiling Counter Doors for coordination
093000	Tiling for coordination
096723.02	Urethane Resinous Flooring for coordination
114000	Food Service Equipment
211313	Wet Pipe Sprinkler System for coordination
Division 13	For coordination
Division 22	For coordination
Division 23	For coordination
Division 26	For coordination
Division 27	For coordination
Division 28	For coordination

Contract Package

13A – Pool

Specification Reference

Division 00	In its entirety
Division 01	In its entirety
033000	Cast-In-Place Concrete for coordination
042000	Unit Masonry for coordination
051200	Structural Steel Framing for coordination
052100	Steel Joist Framing for coordination
053123	Steel Roof Decking for coordination
054000	Cold Formed Metal Framing for coordination
072100	Thermal Insulation as applicable
079200	Joint Sealants as applicable
131100	Swimming Pool – General
131110	Pool Shell Construction

SECTION 002413
SPECIFICATION CROSS REFERENCE

ROCK CREEK SCHOOL
Frederick County Public Schools

131120	Recirculation System
131130	Swimming Pool Filtration System
131140	Water Chemistry
131150	Deck Equipment
Division 21	For coordination
Division 22	For coordination
Division 23	For coordination
Division 26	For coordination
Division 27	For coordination
Division 28	For coordination
Division 31	As applicable

Contract Package
15A – Mechanical

Specification Reference

Division 00	In its entirety
Division 01	In its entirety
033000	Cast-In-Place Concrete for coordination
042000	Unit Masonry for coordination
047200	Cast Stone Masonry for coordination
047300	Manufactured Stone Masonry for coordination
051200	Structural Steel Framing for coordination
052100	Steel Joist Framing for coordination
053123	Steel Roof Decking for coordination
054000	Cold Formed Metal Framing for coordination
055000	Metal Fabrications for coordination
061053	Miscellaneous Rough Carpentry for coordination
072600	Vapor Retarders as applicable and for coordination
072726	Fluid-Applied Membrane Air Barriers for coordination
072736	Sprayed Foam Air Barrier for coordination
074213.13	Formed Metal Wall Panels for coordination
075113	Built-up Asphalt Roofing for coordination
076200	Sheet Metal Flashing and Trim for coordination
077100	Roof Specialties for coordination
077200	Roof Accessories as applicable and for coordination
078413	Penetration Firestopping as applicable
078443	Joint Firestopping as applicable at penetrations
079200	Joint Sealants as applicable
083113	Access Doors and Frames as applicable
089119	Fixed Louvers
093000	Tiling for coordination
096723.01	Epoxy Resinous Flooring for coordination
096723.02	Urethane Resinous Flooring for coordination
102113.19	Plastic Toilet Compartments for coordination
102800	Toilet, Bath and Laundry Accessories for coordination
112173	Commercial Laundry and Dry Cleaning Equipment as applicable and for coordination
113013	Residential Appliances as applicable and for coordination
114000	Food Service Equipment for coordination
116623	Gymnasium Equipment for coordination
116653	Gymnasium Dividers for coordination
119513	Kilns as applicable and for coordination
123216	Manufactured Plastic Laminate Faced Casework for coordination
123550	Media Center Casework for coordination
Division 13	As applicable and for coordination
Division 21	As applicable and for coordination
220500	Common Work Results for Plumbing

SECTION 002413
SPECIFICATION CROSS REFERENCE

ROCK CREEK SCHOOL
Frederick County Public Schools

220513	Common Motor Requirements for Plumbing Equipment
220519	Meters and Gages for Plumbing Piping
220523	General-Duty Valves for Plumbing Piping
220529	Hangers and Supports for Plumbing Piping and Equipment
220533	Heat Tracing for Plumbing Piping
220548	Vibration and Seismic Controls for Plumbing Piping and Equipment
220553	Identification for Plumbing Piping and Equipment
220700	Plumbing Insulation
221116	Domestic Water Piping
221119	Domestic Water Piping Specialties
221316	Sanitary Waste and Vent Piping
221319	Sanitary Waste Piping Specialties
221413	Facility Storm Drainage Piping
221423	Storm Drainage Piping Specialties
221429	Sump Pumps
223400	Fuel-Fired Domestic Water Heaters
224000	Plumbing Fixtures
224500	Emergency Plumbing Fixtures
224700	Water Coolers
226323	Facility Natural Gas Piping
230500	Common Work Results for HVAC
230513	Common Motor Requirements for HVAC Equipment
230529	Hangers and Supports for HVAC Piping and Equipment
230548	Vibration and Seismic Controls for HVAC Piping and Equipment
230553	Identification for HVAC Piping and Equipment
230593	Testing, Adjusting and Balancing for HVAC
230700	HVAC Insulation
230800	Mechanical System Commissioning
230859	Instrumentation and Control System Commissioning
230900	Instrumentation and Control for HVAC
232300	Refrigerant Piping
233113	Metal Ducts
233300	Air Duct Accessories
233423	HVAC Power Ventilators
233713	Diffusers, Registers, and Grilles
233723	HVAC Gravity Ventilators
237333	Outdoor Indirect-Fuel-Fired Heating and Ventilating Units
237413	Packaged Outdoor Central Station Air Handling Units
237433	Dedicated Outdoor Air Units
238126	Split-System Air-Conditioners
238129	Variable-Refrigerant-Flow HVAC Systems
238236	Finned Tube Radiation Heaters
238239.13	Cabinet Unit Heaters
238239.16	Propeller Unit Heaters
Division 26	As applicable and for coordination
260519	Low-Voltage Electrical Power Conductors and Cables
Division 27	For coordination
Division 28	As applicable and for coordination
Division 31	As applicable and for coordination
Division 33	As applicable and for coordination

SECTION 002413
SPECIFICATION CROSS REFERENCE

ROCK CREEK SCHOOL
Frederick County Public Schools

Contract Package
15B – Sprinkler

Specification Reference

Division 00	In its entirety
Division 01	In its entirety
033000	Cast-In-Place Concrete for coordination
042000	Unit Masonry for coordination
047200	Cast Stone Masonry for coordination
047300	Manufactured Stone Masonry for coordination
051200	Structural Steel Framing for coordination
052100	Steel Joist Framing for coordination
053123	Steel Roof Decking for coordination
054000	Cold Formed Metal Framing for coordination
055000	Metal Fabrications for coordination
061053	Miscellaneous Rough Carpentry for coordination
072600	Vapor Retarders as applicable and for coordination
072726	Fluid-Applied Membrane Air Barriers for coordination
072736	Sprayed Foam Air Barrier for coordination
074213.13	Formed Metal Wall Panels for coordination
075113	Built-up Asphalt Roofing for coordination
076200	Sheet Metal Flashing and Trim for coordination
077100	Roof Specialties for coordination
078413	Penetration Firestopping as applicable and for coordination
078443	Joint Firestopping as applicable at penetrations
079200	Joint Sealants as applicable
083113	Access Doors and Frames as applicable
083313	Coiling Counter Doors for coordination
083323	Overhead Coiling Doors for coordination
084113	Aluminum-Framed Entrances and Storefronts for coordination
084413	Glazed Aluminum Curtainwalls for coordination
088813	Fire-Resistive Glazing for coordination
101100	Visual Display Units for coordination
101200	Display Cases for coordination
114000	Food Service Equipment for coordination
115213.19	Rear Projection Screens for coordination
116143	Stage Curtains for coordination
116623	Gymnasium Equipment for coordination
116653	Gymnasium Dividers for coordination
Division 13	For coordination
210500	Common Work Results for Fire Suppression
210523	General-Duty Valves for Water-Based Fire Suppression Piping
210553	Identification for Fire Suppression Piping and Equipment
211119	Fire Department Connections
211313	Wet Pipe Sprinkler Systems
213113	Electric-Drive Centrifugal Fire Pumps
213400	Pressure-Maintenance Pumps
213900	Controllers for Fire-Pump Drivers
Division 22	For coordination
Division 23	For coordination
Division 26	For coordination
Division 27	For coordination
Division 28	For coordination

Contract Package
16A – Electrical

Specification Reference

Division 00	In its entirety
Division 01	In its entirety
033000	Cast-In-Place Concrete for coordination

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SPECIFICATION CROSS REFERENCE

ROCK CREEK SCHOOL
Frederick County Public Schools

042000	Unit Masonry for coordination
047200	Cast Stone Masonry for coordination
047300	Manufactured Stone Masonry for coordination
051200	Structural Steel Framing for coordination
052100	Steel Joist Framing for coordination
053123	Steel Roof Decking for coordination
054000	Cold Formed Metal Framing for coordination
055000	Metal Fabrications for coordination
061053	Miscellaneous Rough Carpentry for coordination
072600	Vapor Retarders as applicable and for coordination
072726	Fluid-Applied Membrane Air Barriers for coordination
072736	Sprayed Foam Air Barrier for coordination
074213.13	Formed Metal Wall Panels for coordination
075113	Built-up Asphalt Roofing for coordination
076200	Sheet Metal Flashing and Trim for coordination
077100	Roof Specialties for coordination
077200	Roof Accessories as applicable and for coordination
078413	Penetration Firestopping as applicable
078443	Joint Firestopping as applicable at penetrations
079200	Joint Sealants as applicable
081113	Hollow Metal Doors and Frames for coordination
081416	Flush Wood Doors for coordination
083113	Access Doors and Frames as applicable
083313	Coiling Counter Doors for coordination
084113	Aluminum-Framed Entrances and Storefronts for coordination
084413	Glazed Aluminum Curtainwalls for coordination
087100	Door Hardware for coordination
093000	Tiling for coordination
096723.01	Epoxy Resinous Flooring for coordination
096723.02	Urethane Resinous Flooring for coordination
101100	Visual Display Units for coordination
101200	Display Cases for coordination
102800	Toilet, Bath and Laundry Accessories for coordination
114000	Food Service Equipment for coordination
115213.19	Rear Projection Screens for coordination
116143	Stage Curtains for coordination
116623	Gymnasium Equipment for coordination
116653	Gymnasium Dividers for coordination
123216	Manufactured Plastic Laminate Faced Casework for coordination
123550	Media Center Casework for coordination
Division 13	For coordination
260501	General Electrical Requirements
260519	Low-Voltage Electrical Power Conductors and Cables
260526	Grounding and Bonding for Electrical Systems
260529	Hangers and Supports for Electrical Systems
260533	Raceways and Boxes for Electrical Systems
260543	Underground Ductbanks
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling
260548.16	Seismic Controls for Electrical Systems
260553	Identification for Electrical Systems
260573	Overcurrent Protective Device Coordination Study
260574	Overcurrent Protective Device ARC-Flash Study
260800	Electrical System Commissioning

SECTION 002413
SPECIFICATION CROSS REFERENCE

ROCK CREEK SCHOOL
Frederick County Public Schools

260923	Lighting Control Devices
260926	Lighting Control Panels
262213	Low-Voltage Distribution Transformers
262413	Switchboards
262416	Panelboards
262653	Electric Vehicle Charging Equipment
262726	Wiring Devices
262813	Fuses
262816	Enclosed Switches and Circuit Breakers
262913	Enclosed Controllers
263213.16	Gaseous Emergency Engine Generators
263600	Transfer Switches
264113	Lighting Protection for Structures
264313	Surge Protection for Low-Voltage Electrical Power Circuits
265119	LED Interior Lighting
265613	Lighting Poles and Standards
265619	LED Exterior Lighting
270500	Telecom Pathways and Spaces
271000	Structured Cabling
274100	Audio Visual and Sound Systems
275000	PA and Clock
281000	Access and Intrusion Systems
283111	Digital, Addressable Fire-Alarm System
Division 21	For coordination
Division 22	For coordination
Division 23	For coordination
Division 31	As applicable and for coordination
Division 33	As applicable and for coordination

END OF SECTION

PART 1 – GENERAL SCOPE OF WORK FOR ALL TRADES

A. CONTRACT PACKAGE PROPOSALS:

1. Proposals in compliance with the Invitation to Bid and Instruction to Bidders will be received for the contract packages included herein.
2. Refer to Document 002413 - Contract Package / Specifications Cross-reference.
3. All contract package proposals must include all items in the package. No exceptions, exclusions, or qualifications are permitted.
4. Contractor shall review the list of unit prices found on the form of proposal, and accepts these rates for potential changes to the work, both adds and deducts, for the duration of the project.
5. Contractor shall be required to carefully review all alternate proposal requests contained within the Contract Documents. Contractor shall provide costs for all work contained in the alternates, associated and/or specifically indicated as part of the Contract Package. Contractor shall be responsible for providing all such work upon acceptance of the alternates by the Owner. Failure to list a price on the alternate proposals will be considered zero cost and does not relieve the contractor from performing the scope of work if the alternate is accepted.
6. Contractors bidding more than one package must submit separate Forms of Proposal for each package.
7. The basis of Trade Contract awards will be made on a best value to the project, considering price, qualifications, MBE (MDOT) participation, LEED requirements, and the acceptance the of contract requirements.

B. QUESTIONS CONCERNING THE CONTRACT PACKAGE:

1. All questions concerning the Contract Packages, Form of Proposal and all technical specifications must be brought to the attention of the Construction Manager in writing no later than five (5) business days prior to the bid. All questions shall be emailed to bids@dustinconstruction.com.
2. Work listed in any specification section, which is described, as being in accordance with a related reference section, shall be performed by the Contractor in whose section the work is listed.

C. CONTRACT PACKAGE INSTRUCTIONS:

1. This project is being funded over two fiscal years, therefore, upon request, the successful Contractor shall be required to provide two separate costs associated with their Trade Package:
 - a. Costs for all work that takes place between Award and June 30, 2020.
 - b. Costs for all work that takes place on or after July 1, 2020.

This will allow for contracts to be written upon board approval of project. Initial contract will be written for costs expected for first fiscal year, with a locked in change order to follow once funding for second fiscal year becomes available.

2. Contract package specific scope of work instruction sections follow this section and are listed separately by package.
3. The Contractor shall provide all labor, materials, tools, equipment and supervision necessary to complete all of the work required by the Specification Sections designated in Sections 002413 Specifications Cross Reference and 002416 Contract Packages, as being part of the Contract Package for which he is submitting a proposal.

4. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the scope in accordance with the complete set of Contract Documents.
5. The Contract Package instructions are provided to highlight the major portions of the work of each Contract Package and to include supplemental requirements. The Contract Package instructions are not intended to list every portion of the work that is required by the specifications assigned to each Contract Package.
6. The terms Contractor, Trade Contractor, Subcontractor, Supplier, Second Tier Subcontractor, etc. are considered interchangeable when it comes to both the General and Specific scope line items, Contracts and or Purchase Orders.

D. DUPLICATION OF WORK:

1. A duplication of any portion(s) of the work in another Contract Package shall not relieve the Contractor of his responsibility to perform all of the work required by his Contract Package instructions. If any such duplication of work is discovered, the Construction Manager or Owner shall decide which contract(s) shall be adjusted to eliminate any such duplication of work.
2. In the event of a conflict between drawings or specified requirements, the Contractor will be responsible to provide the superior quality, quantity, or costlier product and installation as deemed by the Construction Manager, Owner or Architect.

G. MBE & WORKFORCE DEVELOPMENT REQUIREMENTS

1. The Project has established Minority Business Enterprise (MBE) participation goals for each Contract Package as listed in the Invitation to Bid. MBE firms must be certified by the Maryland Department of Transportation (MDOT) in order to be counted towards the goals.
2. Contractor shall endeavor to maximize participation by MDOT certified minority firms in its bid. Contractor shall complete and submit all required MBE forms for this project and shall include in its agreements with certified MBE Contractors a requirement to submit these MBE forms to the Owner.
3. Only contractors, vendors or suppliers certified by MDOT (Maryland Department of Transportation) are recognized as certified MBE.
4. In the event MBE participation cannot be achieved, documentation must be provided as described in Division 0.
5. Contractor must provide verification of payment to MBE via canceled check or notarized lien waiver within thirty (30) days of payment from Owner to Contractor if MBE costs were submitted on Contractor's requisition. This verification is to be sent to the Construction Manager no later than the month's following pay application.
6. Contractors are required to furnish copies of executed subcontract or supplier agreements with MBE firms if and when required by Owner.
7. In accordance with Specification Section 012900, Contractor to create on the schedule of values a line called "MBE inclusion". The **mandatory assigned value will be 1% of the total contract value.** This is in addition to the retainage requirements of the contract. Monies will be released as determined by contractor's performance, similar to any other line item in the schedule of values.

H. WAGE RATES AND SALES TAX

1. Frederick County Public Schools has issued Prevailing Wage Rates enforced for the duration of this project per Specification Section 004343. Contractor shall pay wages to workers in strict accordance with above mentioned Wage for this Contract. Contractor shall comply with all applicable Labor Standards Provisions

and is also responsible for ensuring that all subsequent tier Contractors comply with the submission on their required payrolls.

All certified payroll reports shall be submitted electronically as required and confirmation receipts are to be faxed to Dustin Construction at 301-810-4345. Any fines incurred for failure to comply and improper or untimely reporting shall be backcharged directly to Contractor.

2. This project is subject to State of Maryland sales tax.

I. PERMITS, TESTING AND INSPECTIONS

1. The Owner and or Design Team is to secure the Building and MDE permits only. All other required permits, sub permits, trade permits, approvals, bonds, etc. are the respective Contractor's responsibility.
2. Contractor shall provide full cooperation with all testing agencies, all materials to be tested, and lastly test reports when performing own testing.
3. Owner to provide all inspection and testing as delineated in Specification Section 014000. Any and all other required testing and inspection is the responsibility of the Contractor. Any costs for retesting due to Contractors failure of original tests shall be borne by said Contactor.
4. Contractor shall coordinate with all jurisdictional agencies and inspectors.
5. Contractor shall provide any and all trade certifications, licenses, and sign-offs required to secure any and all approvals, permits, and certifications.
6. Contractor shall perform all work to comply with the rules and the regulations of the governing bodies and state local laws. Contractor shall obtain all required bonds and permits, secure all inspections, and provide all tests and certifications required by code. Contractor shall provide copies of all its permits and inspection certificates to the Construction Manager for their records.
7. Contractor is responsible for providing the required testing and certification through an approved agency for all equipment assemblies that require a UL rating.
8. Provide start up services, testing, turnover and warranty of all materials and equipment, as per specifications. Submit a turnover plan as part of the submittal process indicating the equipment, testing, reporting and witnessing requirements.
9. Contractor shall participate in the commissioning per the specifications.

F. INSURANCE, BONDS AND RELEASES

1. The Owner shall procure the Builder's Risk Insurance Policy. The deductible portion shall be paid by the Contractor responsible for any claims against the Builders' Risk Insurance.
2. Unless noted otherwise within the Contract Documents, the following insurance shall be provided by Contractor. All costs associated with required insurances shall be included in the Contractor's cost. Contractor must submit proof of Insurance on a standard ACORD form, for that portion of the insurance which remains the Contractor's, such as off-site, automobile, etc., with additional insureds as required, in accordance with the limits below. Coverage for Additional insured shall include both Ongoing operations and Products and Completed Operations on a Primary and Non-Contributory basis. Waiver of Subrogation shall be provided in favor of the Additional Insureds.

Workman's Compensation and Employers Liability

Statutory Limits – Workers Compensation covering all state and local requirements

Employers Liability Limits
\$500,000 Each Accident
\$500,000 Employee for injury by disease
\$500,000 Aggregate for injury by disease

Automobile Liability

\$1,000,000 Per Accident for all Owned, Non-Owned and Hired Autos

Commercial General Liability

\$1,000,000 Per occurrence
\$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury

Umbrella Liability or Excess Liability

\$5,000,000 Per occurrence
\$5,000,000 Aggregate

3. Contractor to include a 100% performance bond and a 100% payment bond from a surety company acceptable to the Construction Manager. Contractor also required to include bid bond per the specifications.
4. Contractor to include with pay applications all required lien releases.
5. Contractor shall comply with all insurance regulations as required by local jurisdictions and the contract documents. Additionally, the Contractor is required to provide insurance certificates for each of his subcontractors and material suppliers who will be onsite. All insurance certificates must be submitted prior to start of work onsite.
6. Date of Substantial Completion is as follows:
 - a. 1/29/2021 New Building
 - b. 4/5/2021 – Site
 - c. 5/17/2021– SWM Project Sign off

Liquidated damages in the amounts stated in the contract documents (**\$2,500/day**) will be assessed in the event a Contractor fails to achieve or contributes to the cause of the failure to not reach any or all Substantial Completion(s) as stipulated.

7. Despite any reference throughout the bid documents to the contrary, a bid bond is required to be in place for a minimum of **180 calendar days** from the time of bid.

H. SUBMITTALS AND RFI'S

1. Electronic files may be available for use by Contractor for a fee to be determined by the Architect. Contractor agrees to sign waiver and assumes all liability and understands this is solely for their beneficial use for preparation of shop and coordination drawings. Files most likely will be in REVIT format, any costs associated with conversion of files from REVIT to Contractor's required file type, is to be done at the respective Contractor's time and expense. Failure to provide files in a timely fashion does not relieve this contractor of responsibility of submission time frames dictated here-in. Any delay in construction due to a delay in the submittal and or procurement process will be this contractor's responsibility. Any and all acceleration costs of subsequent trades will be the responsibility of this contractor.
2. Contractor shall provide all required submittals to the Construction Manager within sixty (60) days after issuance of a "Letter of Intent" or the Contract, whichever is issued first or sooner if necessary to avoid delay to work of all other Contractors. Contractor shall use a submittal cover sheet with all applicable required information completed; conforming and in accordance with the intent of the document.
3. No substitutions will be allowed without pre-bid written approval of the Architect and/or Owner, and must be clearly identified as such and conform to Specification Section 016000. Non-conformance submittals which are rejected shall not be cause for schedule delay.

4. Contractor to submit for approval one (1) pdf of all submittals for proper distribution to Architect, Consultants, and Engineers for review. Contractor to submit additional hardcopies to Jurisdiction Having Authority upon request at no additional cost. After submittals are approved for use, Contractor to then scan and return one (1) pdf copy back to the Construction Manager for distribution to other trades for coordination. Contractor acknowledges the design team is allotted a minimum of 14 calendar days for review of submittals and cannot claim delay due to submittal review if reviewed within this allotment. Hard copies of submittals shall be provided upon request.
5. Within seven (7) days of the issuance of the Letter of Intent or Contract, whichever is first, despite any other reference, the Contractor will forward to the Construction Manager the following:
 - a. Safety Program
 - b. Submittal Log
 - c. Submittal Request Log detailing submittals from other trades required by this contractor
 - d. Closeout Log
 - e. List of Attic Stock Requirements
6. RFI's are to be submitted electronically for processing by the construction manager to the design team and owner. Contractor acknowledges the design team is allotted a review time of 7 days and therefore a delayed response is not cause for a delay to the contractor unless over the 7 day review time.

I. SUSTAINABLE DESIGN REQUIREMENTS (LEED)

1. Contractor is aware this is a LEED "Silver" project and shall comply in a timely fashion with requests of Construction Manager to properly plan and document this project.
2. All Contractors are responsible for LEED requirements per Specification Sections 017419 and 018113 in addition to LEED requirements listed in individual specification sections pertaining to work installed under their respective contract packages.
3. In accordance with Specification Section 012900, Contractor to create on the schedule of values a line called "LEED." The **mandatory assigned value will be 1% of the total contract value.** This is in addition to the retainage requirements of the contract. Monies will be released as determined by contractor's performance, similar to any other line item in the schedule of values.

J. SAFETY

1. Contractor shall be required to conduct his activities in a safe manner and shall be responsible for observing the safety regulations of MOSH, OSHA, and local life safety agencies. Contractor shall comply with applicable laws, ordinances, rules, regulations and orders of governing authorities having jurisdiction including the Construction Manager or Third-Party Inspection service, for the safety of persons and property to protect them from damage, injury or loss, immediately and without recourse to additional cost.
2. The Contractor's personnel, his Subcontractors, and Suppliers' personnel shall at all times demonstrate proper behavior and act in a courteous manner. The Contractor shall remove from the Project or cause to be removed from the Project any such personnel who demonstrate unacceptable behavior (as determined by the Contractor and/or Construction Manager). Removal from the Project shall be permanent.
3. Contractor shall furnish, install, provide, and maintain all traffic control (including flagmen) for this Contractor's work as required by the Contract Documents and/or governing authorities having jurisdiction over them.
4. Contractor shall furnish, install, and maintain all safety and/or warning signs as required for this work and/or per the direction of the authorities having jurisdiction over the work.

5. Contractor shall furnish, install, and maintain all fall protection and barricades, including toe boards, with its scaffolding systems
6. 06A Contractor is to furnish, install, and maintain temporary general use fire extinguishers onsite and in building per MOSH/OSHA requirements for general building protection. All Trades are to provide own fire extinguishers, blankets, and any other provisions for burning, welding, soldering, braising, or any hot/fire work performed by the Contractor in performance of their work in any area as specifically necessary.
7. Contractor is to erect and maintain, as required by conditions and progress of the work, all necessary safeguards for safety and protection, including fences, railings, barricades, lighting, posting of danger signs, caution tape, flagging, and other warnings against hazards. Contractor is to ensure all of its own work forces and subcontractors are equipped and utilizes required Personal Protective Equipment (PPE) to facilitate its scope. Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with this contract as related to the scope of work being performed. The Contractor shall provide safe access to his work for the Owner, Construction Manager, Architect, Consultants, Testing Agencies, etc. to inspect and test the work.
8. The Contractor shall conduct required Safety Meetings and shall provide a copy of the minutes and attendance list for each meeting to the Construction Manager's Superintendent.
9. In the event the Owner or Construction Manager is cited for MOSH/OSHA violations due to, arising out of, relating to, or in any way attributable to actions or inactions by the Contractor and/or by any of its subcontractors, agents, servants, employees, or representatives, the Contractor shall be liable for and shall be responsible for all losses, costs, expenses and damages incurred by the Owner and/or Construction Manager including, but not limited to:
 - a. Legal Fees;
 - b. Fines and/or penalties assessed;
 - c. Reimbursement for employee costs to attend any related meetings and/or proceedings;
 - d. Reimbursement for incidental costs such as document searches, document production, and document copying;
 - e. Increased insurance premiums
10. In the event that any work on the project is delayed or disrupted because of any MOSH/OSHA directives or citations arising out of, relating to, or in any way attributable to actions or inactions by the Contractor (and/or by any of its Contractors, agents, servants, employees, or representatives), the Contractor shall be liable for and shall be responsible to pay for all losses, costs, expenses and damages incurred by the Owner and/or Construction Manager.
11. If required, Contractors must obtain a Hazardous Materials Permit from Frederick County Department of Permitting Services for any tank, barrel, or container, which contains flammable or hazardous fuel/material. Furthermore, any tank, barrel, or container, which contains flammable or hazardous fuel/material, shall be protected in a manner acceptable to MOSH. This includes, but not limited to, chain-link fencing with posts driven a minimum 2'-6" below grade or 6" steel bollards 8' long driven 3' into the earth 4' on center around perimeter of area. No fuel or any substance may be placed in tanks until condition is reviewed and approved by MOSH or in writing by the Contractor's Safety Officer. Under no circumstance shall any tank, barrel, or container, which contains flammable or hazardous fuel/material, be placed within 10' of any temporary or permanent road.
12. Under no circumstance shall trades be working without clear separation from staff and/or students. Contractor includes any and all costs for each employee undergoing the background check as part of the base bid. Employees which fail to comply with this regulation will be immediately removed from the project.
13. All contractors working with Portland Cement or a Portland Cement based product, are required to provide Eye Wash Station(s) as required by MOSH or OSHA. Contractor to provide multiple stations located as necessary to comply.

14. Perimeter and floor opening protection will be installed and maintained by designated Contractors. If the protection interferes with completion of work, then respective Contractor shall remove and replace the protection in compliance with the CM's Project Safety Plan and all OSHA/MOSH standards. If a Contractor creates a hole, opening, fall or trip hazard, the same Contractor must properly cover, secure and label such hazard.
15. All Contractors shall designate a Safety Officer who is required to have and maintain an OSHA 10-hour certification. This Safety Officer can be the Contractors Foreman as long as the Contractor does not have more than 45 workers on site.

K. PUNCHLIST, AS-BUILTS, WARRANTIES, O&M'S AND CONTRACT CLOSEOUT

1. Contractor shall maintain a set of as-built drawings as required by the contract documents. Contractor will also assist the Construction Manager with updating the Construction Manager's field as-built drawings. Contractor understands that as-built drawings will be checked on a monthly basis and will be reviewed as a prerequisite to requisition approval. Contractor shall submit three (3) hard copy sets and (1) pdf copy of final certified as-built drawings within ten (10) days prior to substantial completion to the Construction Manager. Contractor shall provide complete operation and maintenance manuals with spare parts list a minimum of ten (10) days prior to substantial completion to the Construction Manager.
2. All work to complete lists, inspection lists, etc, shall be completed within ten (10) days of issuance to contractor, or sooner as deemed by the project schedule.
3. All punch list work must be completed within twenty (20) calendar days of issuance of such list, distributed via fax, e-mail, or standard mail, which ever format is issued first. In the event the Contractor fails to complete all list items, which pertain to their scope of work, within the twenty (20) day time frame, the Contractor shall reimburse the Construction Manager directly at a rate of five hundred dollars (\$500.00) per calendar day until all applicable punch list items are complete. This is in addition to any other damages clause in the contract. If the Contractor fails to reimburse the Construction Manager directly, within ten (10) days after issuance of the invoice, the Contractor's Surety for the project shall be held liable for compensation and payment to the Construction Manager. The Surety shall issue payment to the Construction Manager within fifteen (15) days of receipt of invoice from the Construction Manager. The issuance of payment and performance bonds to the Contractor by the Surety shall be construed as acceptance of this condition of the contract. In no way does any verbiage or implied conditions of the bond supersede this condition of the contract, nor does enforcement of liquidated damages negate this clause, as liquidated damages are only enforced in regards to a delay to substantial completion; punchlist work occurs after substantial completion.
4. In accordance with Specification Section 012900, Contractor to create on the schedule of values a line called "Punchlist". **The mandatory assigned value will be 1% of the total contract value.** This is in addition to the retainage requirements of the contract. Monies will be released as determined by contractor's performance, similar to any other line item in the schedule of values.
5. Contractor shall furnish and install touch-up paint at all equipment installed by this Contractor.
6. After completion of Commissioning, Contractor shall be responsible for all training and demonstration requirements for all equipment and systems it has installed per the specifications. Contractor includes professional recording of all required training. Media to be provided within seven (7) days of each training session. Either in addition to the training requirements of respective specifications or in the event no training requirements are specified, Contractor to include either an additional or minimum training of 8 hours per system installed, to be used at Owner's discretion. All additional training to be tracked via ticket basis, any unused hours shall be credited back to the Owner.
7. Contractor shall be responsible for replacing and repairing at no cost to the Owner and / or the Construction Manager any work performed by this Contractor that is determined to be unacceptable to the Owner, Construction Manager, and / or applicable inspectors. In said event, the Contractor shall coordinate and prioritize its work as to eliminate impact to the project schedule.

8. Contractor shall guarantee or warranty its work against deficiencies and defects in materials and / or workmanship for two (2) years from the date of substantial completion. Contractor shall furnish all operations manuals, maintenance manuals, cleaning instructions, supplier / manufacturer warranties, and the like for all work performed.
9. Contractor shall participate in Project walk through(s) immediately prior to the expiration of all warranties and/or guarantees provided under the work of this contract. Any deficiencies noted will be corrected by Contractor at no additional cost to the Construction Manager/Owner.
10. Contractor shall provide start up services, turnover, and warranty of all materials and equipment, as per specifications. Contractor shall submit a turnover plan as part of the submittal process indicating the equipment, testing, reporting and witnessing requirements
11. In regards to Project Closeout, Specification Section 017700, Contractor to create on the schedule of values a line called "Closeout Documents and As-Built." The **mandatory assigned value will be 1% of the total contract value.** This is in addition to the retainage requirements of the contract. Monies will be released as determined by contractor's performance, similar to any other line item in the schedule of values.
12. Contractor to include attic stock per the specifications. Contractor to submit list within 7 days of award the required attic stock per the specifications for review and approval by Construction Manager. Any materials originally intended for attic stock, which were used during project completion will be replaced at no charge to the owner within 20 calendar days following substantial completion. All attic stock will be given in full packaging. Where specifications call for a percentage, material will be rounded up to the next full package. Opened material will not be accepted for attic stock.

L. CLEAN UP

1. Contractor to create on the schedule of values a line called "Cleanup." The **mandatory assigned value will be 1% of the total contract value.** This is in addition to the retainage requirements of the contract. This is an arbitrary value and not to be construed as the required value of cleanup. Monies will be released as determined by contractor's performance of daily cleanup, similar to any other line item in the schedule of values.
2. The Contractor shall provide daily clean-up and disposal of all trash, debris, and excess material generated by this work and or workers. Contractor includes all required brooms, shovels, employee PPE, etc. Means and Methods shall be as required within the Construction Manager's Waste Management Plan for the Project. Should the Contractor's cleanup be unsatisfactory, the Construction Manager shall perform the work at the Contractor's expense, and deduct said costs from respective contractor's contract. A formal notice to cure is not required for Construction Manager to cleanup on the contractor's behalf.
3. In addition to the requirement of providing daily cleanup of self generated debris from work and or workers, the 04A, 06A, 09A, 15A and 16A contractors are to include 1 man (must be a Contractor full time employee, providing unsupervised day laborer(s) will not suffice) per every 10 men contractor has onsite, with a mandatory minimum of one man if contractor has less than 10 men onsite. This requirement will be utilized for the 04A, 06A, 09A, 15A and 16A contractors to participate in a composite cleanup crew. Composite cleanup days will be every Wednesday from 7am to 2pm. Construction Manager will provide trash carts, dumpsters and sweeping compounds, all other equipment, PPE or otherwise, i.e. brooms, shovels, etc., are to be contractor provided. As contractor is participating in the general cleanup crew requirements as well as performing own daily cleanup, monies per General Scope Item L-1 will be released as any other line item in the schedule of values. It is anticipated that the contractors will have lulls in work onsite and will assist with trash removal from building with both added manpower and equipment. Each week a different trade will take the lead in this effort, as assigned by Construction Manager.
4. Contractor shall be responsible for all street cleaning as necessary for dirt and debris that may be generated by its trucks and / or equipment and including this Contractor's suppliers and subcontractors.

5. When performing cleaning work, use only approved HEPA type vacuum units. No “blowing out” (pressure cleaning) will be allowed.
6. At the start of final cleaning of spaces, contractors requiring access into spaces to perform work, inclusive of punchlist work, will be required to wear “booties” to help protect finished spaces, provided at contractor’s own expense. This will be a zero-tolerance policy, any contractor’s forces which fail to comply will be removed from site and respective Contractor is then responsible for all costs with re-cleaning of room(s) as necessary to Owner satisfaction, inclusive of removal of furniture and furnishing(s) if need be.

M. SCHEDULE

1. The Construction Manager has issued with the bid a “Preliminary Schedule” to assist Contractors in evaluating when they can be expected to be onsite and the associated duration to complete their work. After award, the Construction Manager will solicit major trades’ input on the schedule in regards to sequencing and durations. In the event a Contractor wishes for more time, they will be given an opportunity to submit a request on a first come first serve basis, and if the overall schedule allows, duration changes may be accommodated. **Despite any reference to the contrary, the Construction Manager is the sole and final judge of durations necessary to complete the work.** The Construction Manager will then publish a Construction Schedule with input from the Contractors after the bid, which will be the Project’s Baseline Schedule to measure acceptable progress. The Construction Manager will make monthly updates to the Baseline schedule as the job progresses and issue to all trades for their use. If a Contractor fails to maintain scheduled progress, the Construction Manager will issue a notice to cure. In the event the Contractor fails to get back on schedule, or issue a recovery schedule to the Construction Manager within five (5) days, the Construction Manager and or Owner reserves the right to supplement the Contractor’s forces with others and deduct all costs from the Contractor’s contract balance. Only one (1) notice is required to be issued. Contractor acknowledges The Preliminary Schedule is not the Construction Schedule and is subject to revisions at the sole discretion of the Construction Manager.
2. This work shall be performed in accordance with the schedule as updated irrespective of the amount of overtime or level of manpower, equipment, and supervision required. The Contractor shall not be entitled to any damages or other compensation from the Owner or Construction Manager by reason of delay or interruption of its work caused by other Contractors working on the project, weather impact, plan approval and/or permit issuance, or Owner delays, other than a time extension. Incorporated into the project schedule are days for inclement weather based on the last five-year average for the area. Neither the Owner nor Construction Manager will be charged for any incidental stand-by-time by the Contractor, or any of its agents, sub-subcontractors, suppliers, vendors, or deliveries.
3. Contractor shall maintain at all times sufficient manpower levels to meet scheduling requirements and avoid delay to other phases and or trades work. The Construction Manager shall determine whether the Contractor’s manpower level is sufficient to diligently execute the work.
4. Contractor shall be responsible for coordinating his work with the other trades so that conflicts are avoided and that the expeditious progress of the project is not hampered. Any Contractor who believes that a potential conflict may exist shall notify the Construction Manager immediately and follow-up in writing within three (3) days.
5. The Contractor agrees that if, in the good faith judgment of the Construction Manager, the Contract completion date will not be met, the Contractor shall immediately, without any further direction, take any and / or all of the following actions and any other additional actions as otherwise directed by the Construction Manager, necessary to insure timely completion, at no additional cost to the Construction Manager and / or Owner:
 - Increase the Contractor’s resources, equipment and manpower in such quantities and crafts that will insure, in the good faith judgment of the Construction Manager, timely completion of the Contract completion dates.
 - Increase the number of working hours per shift, shifts working per day, working days per week, the amount of construction equipment, and/or any combination thereof, that will insure, in the

good faith judgment of the Construction Manager, timely completion of the Contract completion dates

- Reschedule activities to achieve maximum practical concurrency of accomplishment of activities that will insure, in the good faith judgment of the Construction Manager, timely completion of the Contract completion dates

6. The 02A, 03A, 04A, 05A, 06A, 07A, 09A, 15A, 15B, 16A Contractors shall be required to work Monday through Saturday as part of the base bid costs. All other Contractors must work Monday through Friday, forty (40) hours minimum work week, as part of the base bid. Jobsite hours are as follows:

Monday – Thursday – 6:30am to 4pm

Friday- 6:30am – 3:30pm

Saturday – 6:30am – 3:30pm

Sunday – As required, coordinated no later than Wednesday prior

In the event a trade such as a mason wants to work over the weekend, regardless of losing or not losing hours during the work week, the MEP trades should adjust manpower accordingly during the week to avoid unneeded overtime. This overtime will not be paid by Owner or Construction Manager.

In addition, if any hours for any trade is lost during the typical Monday through Friday work week due to weather, Saturday(s) will be the mandatory makeup day(s) until lost weather hours during the week are made whole. Lost weather is viewed on a per project basis, not a per week or month basis.

7. Contractor is aware of and will comply with all required noise ordinances and levels as prescribed by any and all Authorities Having Jurisdiction (AHJs), including but not limited to the Town of Walkersville, Frederick County, and the State of Maryland.

Decibel (db) levels are measured at the project's property line. In the event a fine is issued for failure to comply, the offending contractor, as determined by Construction Manager, will be backcharged same amount. Contractors which will knowingly exceed these decibel levels must apply for a temporary exemption with the appropriate AHJ.

8. Multiple mobilizations may be required and are included within this Contractor's work as needed.
9. This contractor understands that other contractors may be on site during the work of this contract. Contractor agrees to make every effort to cooperate and coordinate the schedule of the work with that of the other Contractors as to not delay the project. Contractor shall coordinate on a daily basis with other Contractors and Construction Manager to avoid conflicts in installation. Correction or re-installation of work due to lack of coordination will be done at no cost to the Owner or Construction Manager.
10. Notwithstanding any other provision of the Contract Documents, Contractor agrees that in no event shall it make a claim or other demand for any delay, disruption or hindrance to the prosecution of the Work, unless Contractor is subjected to a complete and full work stoppage resulting in a continuous delay, disruption or hindrance in the prosecution of critical path Work of five (5) days or longer due to causes beyond its fault or control, in whole or in part.

N. PAY APPLICATIONS

1. The Contractor shall provide a Schedule of Values with a detailed breakdown per building area within 10 days of award. General conditions shall include cost of bond(s), general cleanup, and contract closeout cost stipulations only. All mobilization, material, equipment and installation costs shall be included in each line item.
2. The Owner and Construction Manager shall have the right to access and audit the Contractor's project records and documents as necessary to verify that Contractor has complied with all the terms and conditions of the contract. In the event of a claim by the contractor against the Owner, the Owner and Construction Manager

shall have the right to access and audit all of the Contractor's records, books, estimates, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the claim. All change order cost paid to the Contractor on a cost reimbursable basis shall be subject to audit by the Owner and Construction Manager. Audit of change orders cost may require access to the supporting documentation of the lump sum contract. The Owner shall also have the right to audit all the related records of subcontractors who are paid on a cost reimbursable basis. Contractor shall include a clause to this effect in its contract with subcontractors. Contractor and subcontractors shall preserve all project documents for a period of three (3) years after final acceptance of the project by the Owner.

3. Notwithstanding anything to the contrary elsewhere in the contract documents, the Owner will pay the Contractor cost only (no markup) for materials stored onsite or at an approved offsite location. The Contractor shall provide manufacturer/supplier invoices to validate amounts requested. Stored materials must be onsite or at the approved offsite location at the time the Contractors draft requisition is submitted to the Construction Manager. In addition to supplier invoice(s), bill of sale and insurance certificates must be attached to the draft requisition. Approval of stored materials are also subject to inspection at offsite facility by Owner and/or Construction Manager. Contractor includes all costs related to travel expenses in the event the Owner and/or Construction Manager wish to verify stored materials offsite. Failure to comply with any or all of these requirements will result in the billing of stored materials being rejected
4. Pay applications are due as follows:
 - No later than the 20th of each month, projecting to the end of the month, Contractor to submit draft application to Construction Manager via pdf/email.
 - No later than the 25th of each month, the Owner, Architect and Construction Manager to review and make comments on draft applications, and return comments via pdf/email back to the Contractor for revision
 - No later than the 28th of each month, Contractor to submit final pdf for confirmation by Construction Manager, at which time Construction Manager will advise final hard copy to be sent to main
 - No later than the 30th of each month, Contractor to have mail final hard copy to Construction Manager's main office for processing and subsequent payment

O. POTENTIAL CHANGE ORDERS

1. Change order rates shall be based upon the wage scale (minimum) as issued as part of the Contract Documents in section 004343-Prevailing Wage Requirements.
2. Contractor is responsible for the review of the complete Contract Documents for their scope of work and coordination with contiguous work. All drawings and specifications must be read in conjunction with each other. Contractor recognizes that the plans and specifications are not necessarily complete, refined or detailed for construction of the Project. Contractor represents it is experienced in the construction of similar projects and realizes that refinement, detailing and final completion of design will occur.
Contractor agrees that his Trade Contract Price anticipates and includes the cost for the refinement, detailing, and completion of the final design. Contractor further understands and agrees to no change in the Trade Contract Price is to result therefrom, unless scope of this work is changed due to an Owner change. Contractor further agrees it has included in its price those contingencies, by its expert view and its understanding of similar projects, necessary to provide a complete project as anticipated by the Design guidelines and per all Contract Documents issued. Additionally, Contractor shall work with Construction Manager and the Designers to assure the work is not altered, modified or transformed from the Design Intent. Contractor agrees that in no event will it seek additional monies or compensation for changes required by the Contract Documents to meet the initial RFP and/ or code requirements, unless the change is Owner initiated and Owner paid.
3. All costs for proposed changes in work must be submitted within fifteen (15) calendar days from the date of written request (letter, meeting minutes, fax, email, etc). In the event the Contractor fails to submit a

complete itemized proposal within the timeframe Contractor will be contractually bound to accept the following:

- I. **Additions** - Contractor will proceed at no cost change or time extension and will perform the work at once or when required in order to avoid any impact to the Project's schedule as directed by the Construction Manager.
- II. **Credits** - The construction Manager will estimate the cost of the credit and the Contractor will be bound to accept a deduct change order for the amount as estimated by the Construction Manager
- III. **T&M** - In the event the Contractor is directed to proceed with extra work on a time and material (T&M) basis, Costs for this work must be submitted as an itemized proposal within ten (10) calendar days from the date the work was actually performed and verified. Any T&M tickets not signed by the Construction Manager or Owner on the date(s) the work was performed will be rejected and any payment denied.
 - a. A complete itemized proposal includes but is not limited to:
 - b. A copy of the document which initiated the change
 - c. Change request format sheets as found in the specifications or as provided by the Construction Manager
 - d. Contractor's itemized breakdown take off
 - e. Subcontractor's itemized breakdown take off (as necessary)
 - f. Rental ticket invoices, material invoices, vendor invoices
 - g. Any other backup as requested by the Construction Manager or Owner.

P. MISCELLANEOUS SCOPE

- 1. CM's field office facilities, telephones and facsimiles are not for Contractor use.
- 2. Smoking, Vaping and use of tobacco products onsite or within the building shall not be permitted. Smoking/Vaping areas shall be located no closer than 20 ft. from the property line. Compliance shall be in accordance with LEED and the Drug Free School Zone Policy.
- 3. Contractor agrees to bind every Sub-Contractor and Vendor by the terms of the Contract Documents and this Agreement; however, it shall not be construed as creating any contractual relations between any of the Sub-Contractors or Vendors and the Construction Manager.
- 4. Contractor shall be required to store material in an area designated and agreed upon by the Construction Manager's Superintendent. Contractor acknowledges specified laydown, staging, etc. areas may have to be adjusted/relocated during the course of construction, Contractor agrees to be in compliance at no additional cost to Construction Manager or the Owner
- 5. The Contractor will provide full-time, onsite, competent, English speaking supervision and adequate facilities in order to coordinate and supervise the work. The onsite representative is to be authorized to make decisions on the contractor's behalf. The onsite supervisor is not to be utilized to operate equipment. This supervisor is to be a full-time employee of the Contractor. Utilization of a subcontractor or lower tiered subcontractor as the Contractor's representative will not be tolerated. Contractor will be backcharged \$250/day for each day there is lack of competent, English speaking, Contractor full time employed supervision.
- 6. The Contractor shall attend weekly Foreman's Meetings as scheduled by the Construction Manager. The Meeting Agenda shall include general site issues and detailed discussion of work to be performed for the following two (2) weeks. Failure to attend foreman's meeting will result in a \$250 backcharge for each

unattended meeting starting 2 weeks prior to mobilization through punchlist completion.

7. The Contractor's assigned Project Manager shall attend a Project Manager's Meeting, initially every six to eight weeks, as the job progresses they will be monthly. Agenda to include status of submittals, RFI's, change requests by Owner or Design Team, procurement issues, manpower, inspections, testing, closeout documents, etc. Failure to attend a scheduled Project Manager's Meeting will result in a \$250 backcharge for each unattended meeting starting 2 weeks prior to mobilization through punchlist completion. This is for Project Manager's, not superintendents, foreman, lead foreman etc.
8. The Contractor's assigned Project Manager and onsite supervisor must have the physical capabilities to exit their vehicles and walk the jobsite on a day to day basis. No special accommodations will be made by the Construction Manager.
9. Contractor will provide field reports for its own forces and all of its Subcontractors' to the Construction Manager's field Superintendent on a daily basis. These reports must include at a minimum, manpower (detailed by classification of workers), activities performed (detailed by Area of the building or site), and equipment utilized. This is considered a prerequisite for release of payments to the contractor.
10. The Contractor is advised that surrounding facilities will remain operational throughout the entire duration of the contract. The Contractor shall conduct his operations in such manner to avoid any disruption to the surrounding facilities.
11. The Construction Manager will establish building control lines (one north-south and one east-west) and an elevation benchmark. All Contractors shall provide any additional layout and survey work required for work installed under their respective Contract Packages.
12. Contractor shall perform its own survey of existing conditions and notify the Construction Manager of any discrepancy prior to the start of the Contractor's work. Start of work shall constitute this Contractor's acceptance of the existing conditions.
13. Contractor shall provide all material and labor associated with the fiber work inside of the existing Walkersville Middle School to bring back the conditions to their original condition or better after the 16A Contractor has finished their work. 06A Contractor shall be responsible for any selective demolition work and all other trades are responsible for their respective trade work.
14. Contractor is responsible for providing a complete and operational scope of work in accordance with the Contract Documents and all state, county, and local authority having jurisdiction over the work.
15. Contractor has a full understanding and knowledge of contract documents and takes full responsibility for their implementation and coordination.
16. Contractor is responsible for dewatering any and all excavations created by this Contractor caused by any means including rain water, run-off from perimeter properties, underground water, leeching water, underground streams, and the like. Contractor is responsible for cleaning of substrate which Contractor's work is to be applied to, i.e. cleaning of footings in order to start masonry.
17. If there are Owner, Construction Manager, or other trade furnished items that are to be installed by the Contractor, the Contractor must provide a minimum of forty five (45) day written notice to the Construction Manager prior to the installation date of each item. The Contractor shall be liable for costs associated with delay should this Contractor fail to meet this requirement. This Contractor shall schedule, receive, inspect, inventory, store, rig, and install all items furnished by others that are to be installed by this Contractor. Contractor is responsible at the time of delivery for the verification of these items for correctness, and shall report any discrepancies in writing to the Construction Manager within forty-eight (48) hours. If discrepancies are not reported within that time frame, the Contractor shall be responsible for those items in its charge.

18. Contractor shall schedule all material and equipment deliveries through the Construction Manager. Contractor shall phase, sequence, deliver, and store its materials and equipment in a manner which provides full and continual access for all trades. Contractor to coordinate night work as required keeping continual access to the site with the Construction Manager.
19. Contractor shall be responsible for the site / building in its charge. It shall protect adjacent and its own work and materials from soiling or damage.
20. Contractor shall furnish all access doors and frames in all walls, floors, and ceilings as required for its work under this contract whether they are indicated in the contract documents or not. Contractor shall coordinate the locations of all access doors with the Construction Manager. Installation of all trades access doors is by the 09A Contractor.
21. Contractor includes all fire/smoke stopping, stuffing with rockwool, firecaulking, sound and/or weather sealants etc at all penetrations required for own work. This is to be at both sides of walls, floors, etc., as applicable
22. Contractor is responsible for contacting and coordinating with Miss Utility and or a private utility locating company for locating and marking existing utilities if required to perform this work
23. Contractor to submit a truck route plan within 30 days of notice of award. Strict adherence to approved plan will be enforced. Complaints by the neighborhood will not be tolerated, contractor will be held accountable via backcharge of \$250 per complaint.
24. It is recommended Contractor submit a 3rd party detailed preconstruction survey of access, roadways, sidewalks, existing facility, etc prior to mobilization (in the form of video, photos, etc.). In the event it is determined access points and roadways to the site are damaged and must be replaced, all contractors will share in the cost as determined by the Construction Manager if a 3rd party preconstruction survey cannot prove otherwise.
25. Contractor includes any and all temporary utilities, i.e. water and power, to perform its work as permanent utilities may not be available for use. Construction Manager will provide temporary toilets for Contractors use.
26. Contractor shall coordinate with all other trades regarding built-in and embedded items required by the Contract Documents
27. Contractor shall furnish and install covering and protection for all equipment provided or installed by this Contractor.
28. Contractor shall provide for all its material deliveries, hoist equipment with operators, hot / cold weather protection (including tenting, heaters, and enclosures), scaffolding, and related items needed for work to proceed expeditiously, and without interruption.
29. Contractor shall furnish and install all waterproofing and counter-flashing of its work when it penetrates the completed roof system, walls, and any other weather barrier surfaces. Any work performed by other contractor's in having to go behind and make this contractor's penetrations weather-tight will be back-charged to this contractor.
30. Contractor shall include material and labor cost increases for the duration of the project. Unless specifically noted otherwise in contractor's specific scope of work, no escalation will be entertained. All material, labor and equipment escalation costs are inclusive with the Trade Contract and therefore have been fully priced according to the baseline completion dates.
31. This project will utilize 3D Building Information Model (BIM). A base model will be provided by the design team, and shall be used to develop a more detailed model for construction purposes. The Construction Manager will hire a third-party BIM Information Manager. The 05A, 09A, 11A, 15A, 15B and 16A Contractors are responsible for the development of a 3D model to BIM LEVEL 300 for all components of work installed under

their respective contract packages. This model will be used as the basis to produce shop drawings and as-builts, as well as for coordination, fabrication, and installation. All models are required to be developed utilizing software that is compatible with Navisworks and Revit. 3D models provided by the Contractors, will be integrated into and coordinated with the base model, by the Construction Manager. The 05A, 09A, 11A, 15A, 15B and 16A Contractors will be required to attend weekly online "GoTo meetings" for the purpose of coordination and conflict resolution. All Contractors are responsible for the timely submission of hard copies of shop drawings for work installed under their contract package. Failure, by a Contractor, to submit a 3D model in a timely manner will result in that Contractor being responsible for any and all costs incurred by others for necessary modifications. Failure to properly coordinate work will be corrected in the field at no additional cost.

32. Contractors are reminded that the project site is a school first and a construction site second. Contractors cannot disrupt instruction and learning at any time. All deliveries must be scheduled through the Construction Manager 48 hours prior to delivery.
33. Every effort has been made by the Construction Manager to correctly make all numerical references. In the event a Specific Scope item incorrectly numerically references another Specific Scope item within own package and or other trade package, and or Specification Section, Contractor includes intent of Specific Scope item as if numerical reference was correct.
34. Contractor includes all provisions and labor necessary to construct all mockups listed throughout the construction documents and specifications.

Q. SPECIAL CONSIDERATIONS

1. Strict adherence to all Noise Ordinances. Trucks will not be able to stage prior to normal working hours in accordance with the Ordinance. Please note, backup alarms and idling diesel engine's exceed noise ordinance limitations prior to 7am.
2. Excavation and/or drilling work under this contract is **unclassified to design sub-grade**, and includes but not limited to, excavation and removal of soil, shale, rock, fill, abandoned utilities, abandoned tanks, abandoned wells, abandoned structures, and any and all other subsurface conditions encountered in the contract area **to each respective trade's lowest design elevation in same area**. The Contractor shall make his own soil and subsurface investigations, examination, tests, and exploratory borings of existing subsurface conditions to determine the nature of the soil conditions underlying the project site and thereby assuming all responsibility in excavating for this project without recourse to subsurface information obtained from the engineer, or indirectly from the Owner. The risk of unanticipated soil conditions **from current elevations to this trade's lowest design elevation in same area** is solely the Contractor's. No extra or additional compensation for excavation or claim otherwise will be made or paid under this contract **until added excavations below this trades lowest design elevation in same area are required**. Contractor is responsible for furnishing and placing any import fill material that may be required to complete the work.
3. Specific scopes of work apply to the main building scope as well as any indicated outbuildings located within the sites limit of disturbance and requiring similar work being performed under this contract
4. Minimal parking will be allowed onsite due to space restrictions. It is strongly recommended contractors try to carpool or utilize public transportation as much as possible. Workers personal vehicles will not be permitted to park onsite or adjacent to the building pad. Foreman or Superintendent parking will be restricted to a small designated parking area which is on a first come, first serve basis.
5. Contractor includes cost and filing for Federal Aviation Authority Permit as required. This permit is required for all buildings, structures (permanent and otherwise), equipment, scaffolds, cranes, pumps, etc which are over 39'-11" in height.
6. Daily food trucks will not be permitted on site. Eating within the building footprint will not be tolerated at any time during construction. Contractors are to consume food either off site or within personal vehicles.

All trades are to properly dispose of food trash either offsite or to Construction Manager provided dumpster(s). In the event food trash needs to be collected from the grounds of the site, there will be zero warning to trades and all trades onsite will be backcharged cost plus 15% equally, despite respective quantity of workers onsite for the first offense. Second offense will be cost plus 20%. Third offense will be cost plus 25%, and so on.

END OF GENERAL SCOPE OF WORK SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 30% of this Package by cost with the Contractors own, in-house work forces. Subcontracting or brokering more than 70% of the work shall not be permitted.

Earthwork and Site Demolition Specific Scope:

1. The 02A Contractor will assume all responsibility for the M.D.E. Storm Water Management discharge permit from notice to proceed to substantial completion as necessary. The Owner will transfer the permit to the 2A Contractor when received. After substantial completion, the 02A Contractor will transfer the permit back to the Owner as necessary.
2. The 02A Contractor shall remove trees, shrubs, grass, and other vegetation, improvements, or obstructions, as required, to permit installation of new construction. Site clearing and grubbing, including removal and disposal, shall be as indicated on the plans. The contractor will acknowledge locations of all protected foliage per the plans and specifications prior to the start of any work, and will be responsible for installation, root pruning, signage, etc and maintenance of this protection while contractor is on the project. This Contractor includes dressing up and stabilization around Construction Manager and Owner trailers and removal and restoration of area at project completion.
3. The 02A Contractor will provide all required fill material in accordance with Contract Documents to bring site to final design elevations. The 02A Contractor shall carefully examine site prior to commencing operations. The site is unclassified. The 2A Contractor will be responsible for all excavation down to design subgrade elevation regardless of material being excavated, including rock, at no cost to the Owner. If material excavated exceeds the optimum moisture content, the 02A Contractor shall dry the material prior to reuse and/or stockpile and spread for reuse in another area. If drying cannot be achieved in a timeframe within schedule constraints or within coordination of work with other trades, the 02A Contractor shall remove and legally dispose of offsite and haul in suitable material as part of base bid cost. In the event the material excavated to design subgrade elevation is found to be unsuitable, the 2A Contractor shall remove and legally dispose of unsuitable material offsite and haul in suitable material as part of base bid cost. Proof roll the area prior to placing fill to verify acceptability of substrate.
4. Despite any reference to the contrary, blasting is not allowed.
5. The 02A Contractor includes demolition and removal of masonry mockup panel(s) and foundation as directed by Construction Manager.
6. The 02A Contractor shall furnish, install, maintain and remove at the direction of the Construction Manager and/or any governing agency all temporary sediment and erosion control measures and devices, and stabilized construction entrances. For all permanent storm water management areas & permanent sediment traps required by the Contract Documents, the 02A Contractor is responsible for bulk excavation, grading, shaping, safety fencing, stabilization, and pipework. At temporary traps, the same scope as permanent applies, and the 02A Contractor has mucking, backfill, fill and compaction, back to subgrade. Permanent landscaping is by the 02A Contractor. The 02A Contractor is also responsible for any and all temporary erosion and sediment control measures as specified in Specification Section 015000.
7. The 02A Contractor is responsible for all snow and ice removal onsite throughout duration of project at all construction areas. Contractor should anticipate normal inclement weather conditions as defined by the 5 year

- average. The 02A Contractor shall grade all ruts on jobsite before any rain/snow events to maintain positive drainage.
8. The 02A Contractor is responsible for all temporary seed required for the site stabilization including maintenance and watering as required per the specifications.
 9. The 02A Contractor is responsible for removal of multiple centrally located spoil stockpiles generated by utilities, footings, walls, electrical excavations, plumbing excavations, pits, etc. provided there will be no design grade / elevation changes from the contract documents.
 10. The 02A Contractor is responsible for own dust control on site until project completion. This is limited to dust control created by the 02A package and various site activities (all vehicles and equipment maneuvering throughout the construction area). The 02A package is not responsible for controlling dust generated from within the building or building pad, or from cutting/mixing operations unless dust is created from a direct operation of the 02A contractor.
 11. The 02A Contractor is to provide watering trucks for wet down of access roads, daily from April through November to eliminate Construction Activity Dust Pollutants for the duration of the project.
 12. The 02A Contractor is responsible for all sheeting and shoring requirements to perform this scope of work if required. Contractor to coordinate final location with Construction Manager, 03A, 04A, and 05A contractors. Contractor is responsible to coordinate design loading of sheeting and shoring with live load operations adjacent to sheeting and shoring to allow all contractors to perform their work. Contractor to include temporary barriers, fences, wire rope railings and angles at all locations for safety reasons. Contractor to include jersey barriers at areas of construction traffic roadways. 02A Contractor shall furnish, install and maintain orange safety fence around the entire perimeter of all storm water management facilities. Orange safety fence shall be installed as required while the work is being performed or as directed by the Construction Manager. Orange fence is in addition to the required perimeter fencing.
 13. The 02A Contractor shall provide for all site demolition shown or implied to include, not limited to, the complete demolition, removal, and disposal of all existing curb & gutter, asphalt paving & sub-base, concrete paving & sub-base, concrete sidewalks, concrete walls, concrete foundations, underground utilities, fences, gates, rails, ball hoops, signs, plants, lights, parking bumpers, backstops, courts, decks, wood ramps, monitoring wells, posts, nets, post footings, field equipment footings, walls (both permanent and temporary), and the like. The 02A Contractor shall be responsible for salvage, protection, storage and relocations of existing site items as indicated and/or specified. All demolished items shall be removed and legally disposed of by this Contractor.
 14. The 02A Contractor understands that the construction entrance(s) may have to be removed, altered, repaired, and / or replaced in order for the permanent storm system, water system, and electrical system to be installed. It shall be the 02A Contractor's responsibility to remove, alter, repair and / or replace and consistently maintain any and all aspects of the construction entrance for these systems to be installed. The 02A Contractor shall coordinate and prioritize its work as to eliminate impact to site access and / or the project schedule.
 15. The 02A Contractor shall establish rough grade to within $\pm 0.10'$ sub-grade, to include proper compaction and elevations for sidewalks, pavements, drives, curbs, landscape, and / or topsoil areas. Landscape, topsoil and other open areas (excluding ball fields and play areas) to be graded to within $\pm 0.20'$ of design elevation. The 02A Contractor shall furnish and install the backfill for curbs, gutters, and sidewalks to re-establish rough grade.
 16. The 02A Contractor shall establish rough grade to within $\pm 0.10'$ sub-grade, to include proper compaction and elevations for building pad for acceptance by 03A Contractor.
 17. The 02A Contractor shall establish rough grade for the installation of the pool Initial grade to be brought within $\pm 0.10'$ of the pool deck subgrade elevation. After final shop drawings are approved, this contractor is to coordinate with the 13A Contractor for requirements of needed excavation, and this contractor is to perform mass excavation and subsequent backfill of pool installation.

18. Backfilling of all site walls, site foundations, and site slabs are the responsibility of the 02A Contractor.
19. The 02A Contractor shall will be responsible for any damage to existing roads, adjacent surfaces, curb and/or gutter damaged by the 02A operations.
20. The 02A Contractor shall prepare subgrade including furnishing and installing stone as required to tie in new asphalt and or concrete to existing at all required locations.
21. The 02A Contractor shall provide all fine grading and proof rolling as necessary prior to the installation of the sub-base course at asphalt areas.
22. The 02A Contractor shall provide all fine grading and proof rolling as necessary prior to the installation of concrete curb, gutter and flatwork.
23. The 02A Contractor is responsible to protect sub-base for concrete and asphalt work from weather, to ensure construction activities proceed on schedule.
24. The 02A Contractor shall furnish and install all stone under all flatwork concrete. Stone to be installed immediately prior to placement of concrete.
25. The 02A Contractor shall excavate, furnish and install #57 stone under exterior doorways, a minimum of 3' out from door or longer if door leafs are longer than 3', by width of doorway plus 1', by 3' deep. Coordinate isolation of two slabs to align with concrete scoring patterns as practical. Dimensions listed herein are minimum dimensions. Should the Contract Documents show greater dimensions then they shall take precedence.
26. The 02A Contractor shall furnish and place stone subgrade as required to establish proper elevations prior to asphalt paving.
27. The 02A Contractor shall grade all backfill so that water runs away from any structure.
28. The 02A Contractor includes all required termite control as required per the Contract Drawings and Specification Section 313116. The 02A Contractor is also responsible for all pest control as specified in Section 015000.
29. The 02A Contractor shall install and maintain all stabilized trailer/sea cans area and staging areas as indicated on the Site Utilization plan. At the direction of the Construction Manager, the Contractor shall remove and restore areas to a finished condition. In the event that the stabilized trailer staging area is installed at, around, or near any existing or future utilities that may need to be removed, repaired, and / or installed, this Contractor shall remove, adjust, and / or repair sections of these stabilized areas as necessary. The intent is for the 02A Contractor to install the underground SWM area at the West side of the site, under the new parking lot, as soon as possible and then stone, curb and base pave this lot to use as a staging/laydown area. Subsequent to the majority of construction of the new building, this lot will then be cleared and final paved prior to school opening, anticipated in Spring of 2021.
30. The 02A Contactor shall furnish, install, and maintain suitable temporary construction access roads as shown on the Site Utilization plan. Suitable maintenance of the access roads is defined as continual focused effort of turning over of stone, adding stone as needed, to minimize and or eliminate tracking. It is 02A responsibility to add new stone and fabric to achieve this suitable maintenance. The 02A Contractor shall remove the temporary roads and perform all necessary re-grading and restoration upon receipt of direction from the Construction Manager. Roads shall be adequate to support all construction traffic and equipment. The roads at a minimum shall be 20' wide, constructed of stabilizing cloth and 8" of #2 stone. At crane pad locations, assume two (2) locations comprised of 18" of gabion stone, capped with 6" of #2 stone for a total section of 24". Damming of water will not be tolerated. Any temporary piping to allow drainage across roadways or crane pads is considered incidental and part of base bid costs. In the event that the stabilized area is installed at, around, or near any existing or future utilities that may need to be removed, repaired, and/or installed, this Contractor shall remove, adjust, and/or repair sections of these stabilized areas as necessary at no additional cost to Owner or Construction Manager. Asphalt millings and or "crusher run" will not be accepted at any roadways or crane pads.

31. Limits of new building pads shall extend a minimum of ten (10) feet beyond the building footprint where applicable around the entire perimeter of the building. Final grades shall be temporarily adjusted as necessary to meet this requirement. At the direction of the Construction Manager, the Contractor shall re-grade around the perimeter of the building to the final grades required by the Contract Documents inclusive of removal of temporary ring road(s) or parking areas. Backfilling of all building walls, foundations, and slabs shall be the responsibility of the 03A Concrete Contractor unless noted otherwise herein.
32. The 02A Contractor will close or cover all subgrade or excavation at the end of each work day unless exempted by Construction Manager's representative. Any unsuitable conditions caused as a result of contractor's failure to protect exposed subgrades will be remedied at contractor's sole expense and at no cost to the Owner or Construction Manager.
33. The 02A Contractor is responsible for removal of multiple centrally located spoil stockpile generated by all trades onsite, provided there will be no design and or grade and or elevation changes from the contract documents. For informational purposes only, this is anticipated to be approximately 4,500 cy, however this is in no way be interpreted as a stipulated sum, allowance or formal direction of quantity. Contractor is encouraged to perform own takeoff for this work as a full contract document set has been issued for use. Contractor is responsible for removal of any and all excess.
34. The 02A Contractor shall saw cut, remove, and dispose of existing asphalt as directed by Construction Manager. It is the intent to leave as much existing hard surface in place as long as practical.
35. Steel plates or other means need to be utilized to ensure traffic flow in and out of school site at all times as well as when working in public streets to allow continuous traffic flow.
36. The 02A Contractor shall install and maintain all wash rack(s) as directed by the Construction Manager. Contractor shall also be responsible for providing water to the wash rack(s) for respective trades own use. This system is to include water source, power source, pumps and hoses, and other necessary appurtenances. If hydrants are to be used, the 02A Contractor must procure, pay for, and utilize a water meter and backflow preventer. The 02A Contractor includes relocation and removal as necessary and directed by the Construction Manager.
37. During site grading operations, if contaminated soils are encountered, the 02A Contractor is to excavate and centrally locate a contaminated spoil stock pile onsite. The 02A Contractor will then be reimbursed via unit rates in the contract to either transfer suitable material onsite, or if directed, bring in new from offsite. All contaminated soil removal from site shall be by the 02A Contractor and reimbursed at cost per established unit prices in Specification 012200. Contractor acknowledges the difference between contaminated and unsuitable soils.
38. The 02A Contractor is responsible for keeping the streets clean of construction debris, mud, dirt etc. only if caused by this contractor's failure to properly maintain the construction entrance, stoned roadways, access roads, wash rack, etc. Maintenance of roadway debris caused by other contractor's general neglect to properly use the equipment and facilities provided by the 02A Contractor or Construction Manager, will be the respective contractor's debris to clean up and not the responsibility of the 02A Contractor.
39. The 02A Contractor is solely responsible for own fire protection and safety while onsite. This includes but is not limited to signage, barricades, fire extinguishers, covers, etc.
40. The 02A Contractor will engage the services of a private utility locating company and will test pit to further locate existing utilities prior to commencing with work under this contract package.
41. The 02A Contractor shall install and maintain two (2) 4" PVC sleeves under site access road and cap for temporary power/telephone/cable at three locations. This is to be buried a minimum of 3 feet below proposed existing grade or proposed grade whichever is lower.
42. Stockpiling of topsoil onsite by the 02A Contractor will be extremely limited due to space restrictions. In the event there is a limited area available for 02A use, contractor shall strip, screen, stockpile, protect, test, amend and stabilize all topsoil as required by the contract documents and governing jurisdiction having authority requirements.

The 02A Contractor shall re-spread topsoil in all areas provided the topsoil meets project standards as indicated on drawings. Topsoil on ball fields shall be motor graded to within plus/minus 1/10 of a foot of the design elevation. Maximum size of screen shall be ¾" sieve. Topsoil shall be a 4-8-inch layer, lightly compacted to minimum thickness of 4 inches. The 02A Contractor shall supply tested, screened, amended topsoil from offsite if and / or when the onsite quantities are insufficient.

43. The 02A Contractor to test and make all amendments to bring topsoil material within project specifications (topsoil amendments, sand (if required), organic matter, planting soil mix, anti-desiccant, tree paint, herbicide, etc). It is the contractor's responsibility to submit test results to Construction Manager for approval with required recommendations to bring material within project specifications, prior to the start of any topsoil work. This requires the Contractor to hire a third party independent testing agency for testing and soil amendment recommendations.
44. The 02A Contractor shall provide and install all forest conservation requirements to include, but is not limited to, all arborist reports, root and tree pruning, tree protection signs and fencing, deep-root fertilization, crown reduction, watering, vertical mulching, and all other items as required.
45. The 02A Contractor is to maintain grass cutting, tree and shrub trimming, and landscaping, throughout the duration of the construction project within the established LOD.
46. The 02A Contractor is to furnish, install, maintain and remove the temporary fencing as required. In general, the temporary fence shall mimic the Property Line, Limits of Disturbance, as well as Project Phasing. Contractor shall furnish, install, and maintain "No Trespassing" signs on all temporary construction fencing and gates at intervals of no greater than 100'.
47. 02A Contractor shall be required to mobilize and re-mobilize to the site at the Construction Manager's direction as part of base bid cost.

Site Utilities Specific Scope:

1. The 02A Contractor includes all bonds for Right of Way Work. Contractor shall comply with all MDOT rules and regulations for the work within Public Right of Way required for work being completed under this package.
2. The 02A Contractor will be responsible for entering into a Public Works Agreement on behalf of the Owner, as necessary. The cost for the work, permits, bonds, any estimates, and other administrative costs are to be included in base bid price inclusive of costs to obtain and install water meter, despite any reference to the contrary. Once in service, monthly service fee for domestic water will be by Construction Manager until turned over to Owner at substantial completion.
3. The 02A Contractor shall furnish and install all storm water management facilities complete.
4. The 02A Contractor shall furnish, install, and maintain all structures, manholes, clean outs, and the like associated with its work as required by the Contract Documents for the entire duration of the project.
5. The 02A Contractor shall furnish, install, and maintain all concrete, reinforcing, rip-rap, stone and filter cloth related to this work for the entire duration of the project.
6. The 02A Contractor shall furnish and install all river rock, and level spreader gravel as indicated.
7. The 02A Contractor shall furnish, install, and maintain all required protection of inlets, structures, and any other erosion and sediment control device that is shown, implied, or required for the entire duration of the project at the Construction Manager's and/or governing agency's direction. The 02A Contractor shall remove and properly dispose of all protection after site is stabilized with approvals of Local Authorities, Owner and Construction Manager.
8. The 02A Contractor shall supply and install all plugs shown or required at all utilities that are removed.

9. The 02A Contractor shall, with the assistance of the CM, coordinate with all public utilities for the removal of the underground existing services. With approval of the Utility Company(s) it is the 02A Contractor's responsibility to either abandon in place (after grouting) or remove from the site as indicated. Cutting, capping, and or filling when abandoning in place as directed by the contract documents, is the responsibility of the 02A Contractor.
10. The 02A Contractor includes steel plates or other means need to be utilized to ensure traffic flow in and out of school site at all times as well as when working in public streets to allow continuous traffic flow. The 02A Contractor includes any and all Maintenance of Traffic as necessary for the work including submission of MOT Plan to the AHJ.
11. The 02A Contractor shall furnish and install a complete storm water drainage system including, but not limited to, all pipes, inlets, manholes, laterals, cleanouts, rip rap, geotextile fabric, observation wells, granite blocks, pipe anchors, gratings, bedding materials, foundations, cut off walls with rip rap outlets, storm trap systems, underdrains at the play areas & other locations as indicated, temporary fence at ponds, storm filters, flow splitters, sand filters, underground quantity control facilities, trash racks, and all related devices as required. The 02A Contractor shall flush the entire storm water drainage system at the direction of the Construction Manager and/or any governing agency, if required. All layout and surveying for this work is the responsibility of the 02A contractor. All as-builts of system must be performed during the course of construction. The 02A Contractor to include costs to perform this service with base bid and include all submission fees. As-builts are to include line and grade.
12. The 02A Contractor is to furnish and install all trench drains and area drains exterior to the building, and to coordinate installation with site concrete and asphalt.
13. The 02A Contractor shall furnish and install all storm work including but not limited to inlets, piping, trench drains etc. at the Courtyard/Outdoor Learning Areas.
14. The 02A Contractor shall furnish and install all micro-bioretenention areas and storm water management areas complete. This includes any and all mulch, seed and plantings.
15. The 02A Contractor shall furnish and install complete sanitary sewer systems in accordance with local codes consisting of all piping, manholes, laterals, cleanouts, and all related devices as required. All layout and surveying for this work is the responsibility of the 02A Contractor. All as-builts of system must be during course of construction. The 02A Contractor to include costs to perform this service with base bid.
16. The 02A Contractor shall furnish and install a complete water system for potable water service and fire protection service outside the building in accordance with local codes consisting of all piping, manholes, laterals, valves, vaults, cleanouts, thrust blocks, hydrants, standpipes and all related fittings as required. The 02A Contractor to coordinate all inspections with Authority Having Jurisdiction (AHJ) during installation prior to backfill. All layout and surveying for this work is the responsibility of the 02A contractor. All as-builts of system must be performed during the course of construction. The 02A Contractor to include costs to perform this service with base bid.
17. The 02A Contractor is responsible to bring both the domestic and fire protection service to a point within 5' of the building exterior as shown. The 15A Contractor is then responsible to bring both services into the building from five feet outside of the building. Once into the building the 15A Contractor is responsible for the pipe, fittings, flanges up to and including the backflow preventer for the sprinkler service. The 15B Contractor will be responsible to begin work at the building side flange of the backflow preventer. The 15A Contractor is responsible for certification of backflow preventer.
18. The 02A Contractor is responsible for protection of utility piping, manholes, manhole covers, cleanouts, drains, trench drains, inlets, etc. being furnished and installed under this package. Protection to be either steel plates or adequate wood dunnage.
19. The 02A Contractor shall furnish and install all outside site utilities systems completely including all testing and proper connection to the appropriate system outside the building. Contractor shall extend its piping from the indicated utility connection to a point five (5) feet from the building line or to a point farther and / or than five (5) feet from the building if it is specifically indicated as such in the contract documents.

20. The 02A Contractor will close or cover all utility excavation at the end of each work day unless exempted by Construction Manager's representative. Any unsuitable conditions caused as a result of contractor's failure to protect trenches or exposed subgrades will be remedied at contractor's sole expense and at no cost to the Owner or Construction Manager.
21. The 02A Contractor shall saw cut, remove, and dispose of existing asphalt to complete work under this package. Contractor shall provide all temporary protection requirements of these areas (steel plates, temporary patch, etc.) as required by the governing authority until the permanent infill can be completed.
22. The 02A Contractor shall provide temporary patching of existing asphalt and or concrete in existing roads and sidewalks as needed for the connection of utilities. The 02A Contractor shall saw cut, remove, and dispose of temporary patches for the utilities when necessary and furnish and install the permanent concrete or asphalt requirements at these location at the time and direction provided by the Construction Manager and approved by AHJ.
23. Prior to commencing with work, the 02A Contractor shall video scope all existing storm and sanitary lines scheduled to remain and report to the Construction Manager if they are clear and in good working condition or if any obstruction is discovered. If an obstruction is encountered, the Contractor will provide specific location to Construction Manager as part of base bid costs. Contractor shall, include in base bid costs to provide jet blast/vacuum services and any other equipment required for removal and disposal of debris and silt. Costs shall be for equipment, labor, disposal, and all incidentals for twenty (20) hours. After 02A work is substantially complete, 02A Contractor will video scope all pipe work including existing to remain piping and, if necessary, remove any obstruction at no cost change as inlet protection and continued maintenance is the 02A Contractor's responsibility during the course of construction.

Site Concrete & Retaining Wall Specific Scope:

1. The 02A Contractor shall provide all necessary permits, fees, and coordination with inspections that may be required. This includes wall building permits.
2. The 02A Contractor shall provide all saw cutting, to connect with existing curbing and concrete as required by the Contract Documents.
3. The 02A Contractor shall patch and repair any damage to existing roads, adjacent surfaces, and curb and gutter damaged by the 02A operations.
4. The 02A Contractor shall provide layout and surveying to allow furnishing and installation of all concrete, reinforcing, formwork, excavation, backfilling, fine grading, fill, gravel(including granular backfill where called out), weep holes, water stops, perforated PVC under drains/drain tile at its work (including stone and filter fabric), bio-barriers (where called out), fence sleeves, waterproofing, support chairs, concrete pumping, control joints, expansion joints (zip cap type), expansion filler, welded wire mesh, scoring joints, hot/cold weather protection and the like for all of the following site concrete items:
 - a) curb and gutter
 - b) sidewalks (regular and heavy duty) including all the way up to the face of building / face of door and the like
 - c) turn down slab details with all associated stone
 - d) platforms / stoops
 - e) concrete paving
 - f) integrally colored concrete at Outdoor Learning
 - g) concrete collars at exterior cleanouts in greenspaces
 - h) exterior reinforced concrete pad(s) (not including generator or transformer pads which are by 03A)
 - i) concrete stairs, landings, and pads at the exterior
 - j) concrete at exterior ramps
 - k) mow strip(s) at fencing
 - l) mow strip at building if indicated

- m) concrete site walls, including formliner walls as indicated
 - n) concrete at and installation of exterior site bollards (bollards to be furnished by 05A)
 - o) concrete curbs at dissimilar material such as grass to mulch, planting area to stabilized gravel path, etc.
 - p) concrete storm drain bypass swales
 - q) and any other site concrete item called out within the drawings and specifications unless noted otherwise
5. The 02A Contractor shall seal all exterior concrete called out to be sealed per the contract documents. The 02A Contractor shall provide one additional coat which will be applied just prior to substantial completion as directed by the Construction Manager. In regards to the kitchen health inspection, the 02A Contractor includes sealing of the dumpster pad location per the health inspector's requirements.
6. The 02A Contractor shall install and protect threaded and / or embedded items to prevent bending, deformation and corrosion. The 02A Contractor shall repair or restore all damaged threaded and / or embedded items prior to commencement of installation on these embedded items.
7. The 02A Contractor shall receive, unload, inventory, sign for and accept all embedded items furnished by other Contractors for installation within the 02A Contractor's work. The 02A Contractor shall properly store and protect items furnished by others.
8. The 02A Contractor to protect concrete, CMU, brick and stone walls and / or adjacent finishes from splashing caused by concrete placement. If concrete splashes on walls and / or adjacent finishes, then the 02A Contractor shall be responsible for the removal of the splashed concrete.
9. The 02A Contractor shall furnish and install all moisture retaining covers and curing compounds as required to complete own work.
10. The 02A Contractor includes installation of zip cap expansion joint material, and all associated caulking of own work, inclusive of removing plastic cap and proper preparation prior to application of sealant.
11. The 02A Contractor will provide all winter and summer concrete measures, if necessary, for concrete for this scope of work.
12. The 02A Contractor shall provide and install all curb and gutter "inlet throats" as required.
13. The 02A Contractor includes broom sweep and power washing as necessary within one week prior to substantial completion of all concrete installed under this package.
14. The 02A Contractor shall furnish and install cast in place Tile detectable warning surfaces at all handicap ramps. Color shall be safety yellow if not specified.
15. The 02A Contractor shall furnish and install all segmental retaining walls as required per Specification Section 323223.
16. In the event rail, chainlink or decorative the top of a segmental wall, the 02A contractor is to coordinate and install sleeving requirements as core drilling will not be acceptable in this situation.
17. It is the intent of the CM to curb and base pave the west parking lot of Rock Creek in the Fall of 2019 and utilize it as suitable laydown area for the duration of the project. Contractor to assume replacement of 10% of the curblane and 10% base asphalt repair will be required and is included in base contract work, prior to being able to final pave this area which is anticipated in Spring of 2021. As the new Rock Creek will be occupied NLT than April 2021, this area will also need to be temporarily striped, and redone in a permanent fashion once final paving occurs, all as part of base bid costs.

Site Asphalt Paving Specific Scope:

1. The 02A Contractor shall provide all necessary permits, fees, and coordination with inspections that may be required.
2. The 02A Contractor shall clean off all utility covers, curbs, sidewalks, and any other installed items of asphalt products in the paved areas.
3. The 02A Contractor shall furnish and install all asphalt base (binder) courses, tack coats, overlay binder coats, overlay protective membranes, overlay protective membrane strips, asphalt surface courses, bitumastic sealants and/or rubber sealants.
4. The 02A Contractor includes all milling as required.
5. The 02A Contractor shall provide all saw cutting, wedging, and leveling to connect with existing paving as required by the Contract Documents.
6. The 02A Contractor shall patch and repair any damage to existing roads, adjacent surfaces, and curb and gutter damaged by the 02A operations.
7. Construction Manager reserves the right to schedule the installation of the base course of asphalt paving and then the surface course of asphalt paving as two separate construction events.
8. It is the intent of the CM to curb and base pave the west parking lot of Rock Creek in the Fall of 2019 and utilize it as suitable laydown area for the duration of the project. Contractor to assume replacement of 10% of the curbline and 10% base asphalt repair will be required and is included in base contract work, prior to being able to final pave this area which is anticipated in Spring of 2021. As the new Rock Creek will be occupied NLT than April 2021, this area will also need to be temporarily striped, and redone in a permanent fashion once final paving occurs, all as par of base bid costs.
9. Asphalt Binder Escalation: An adjustment will be made to the final Contract Sum if the price of asphalt binder fluctuates from the prevailing price as quoted here to the actual price on the date of placement. The Contract Sum will be adjusted if asphalt binder fluctuation is above 10% or below negative 10%. Only the differential percent change beyond the above noted 10% will be used.

For the purpose of making these calculations, a monthly price index is maintained by the MD State Highway Administration. This index is the average FOB selling price of asphalt binder at the supplier's terminal in the State of Maryland.

Contract price adjustment will be computed monthly by using the following formula:

$$F = (PP - P_b) / P_b$$

Where:

F	=	price increase/decrease of asphalt binder, expressed as a decimal
PP	=	index price of asphalt binder per ton at placement date
P _b	=	the prevailing index price of asphalt binder per ton in September 2015, as specified by MDSHA.

Contract Price adjustment due to Contractor or Owner when price of asphalt binder does not increase or decrease significantly
(i.e.: $-0.10 > F > 0.10$) – Zero Dollars

Contract price adjustment is due to Contractor as a cost to Owner when price of asphalt binder increases

significantly

(i.e. $F > 0.10$) – $A = [(F - 0.10) \times T \times Pb] \times \text{Tons}$

Contract price adjustment is due to Owner as a credit to Contractor when price of asphalt binder decreases significantly

(i.e. $F < -0.10$) – $A = [(F - 0.10) \times T \times Pb] \times \text{Tons}$

Where:

A	=	Addition / Deduction to Contract Sum
F	=	price increase/decrease of asphalt binder, expressed as a decimal
T	=	design target asphalt content as stated in the asphalt manufacturer's mix design for base or surface course expressed as a decimal
Pb	=	the prevailing index price of asphalt binder per ton in June 2019 as specified by MDSHA
Tons	=	ACTUAL Tonnage of Hot Mix Asphalt Base or Surface (Base & Surface Mix cost increase/decrease will be calculated separately using the design target asphalt contents for each per "T" above), as documented by certified, dated, weighted tickets furnished by the asphalt manufacturer.

Please note that the Contract Price Adjustment does NOT include Overhead & Profit markup, which will not be allowed or required on adjustments due the Contractor or Owner. The Contract Price Adjustment also does not include a state sales tax or bond markup, but these markups/markdowns will be allowed/required on both adjustments due the Contractor and Owner.

Road and Parking Accessories Specific Scope:

1. The 2A Contractor shall adhere to all Maryland Department of Transportation State Highway Administration's current Standard Specifications for Construction Materials and the ANSI D6.1-1971 Manual on Uniform Traffic Control Devices for Streets and Highways.
2. The 2A Contractor shall adhere to the product delivery, storage, handling, project conditions, products/materials, surface preparation, application, protection, and restoration requirements outlined within the project specifications and drawings.
3. The 2A Contractor shall coordinate and work with the Construction Manager with regard to the Fire Marshall's requirements in regards to fire lane striping, signage and the like.
4. The 2A Contractor shall adhere to the sign location and installation requirements outlined within the project specifications and drawings.
5. The 2A Contractor shall layout and paint all parking lot striping to include, but is not limited to all parking spaces, regular handicapped spaces, van accessible spaces, parahatch areas at handicapped spaces, bus spaces, traffic arrows, center lines, stop bars, hard play surface markings, pedestrian crosswalks etc.
6. The 2A Contractor shall furnish and install all concrete wheel stops and fire lane curbing paint and associated stenciling.
7. The 2A Contractor shall layout and paint all site stenciled markings, including those at the hard play surfaces.
8. The 2A Contractor shall furnish and install all posts and signs for site including but not limited to handicapped signs, van handicapped signs, drug free school zone signs, do not enter signs, student drop off signs, fire lane signs, no parking anytime signs, buses only signs, staff parking signs, high efficiency vehicle signs, one way signs, no U-turn signs, reserved only signs, inclusive of required concrete and or pourable fill ,etc.
9. The 02A Contractor includes any and all thermoplastic markings as required. The 02A Contractor shall provide all traffic control for their work.

10. The 02A Contractor shall perform any existing striping removal as required.
11. It is the intent of the CM to curb and base pave the west parking lot of Rock Creek in the Fall of 2019 and utilize it as suitable laydown area for the duration of the project. Contractor to assume replacement of 10% of the curbline and 10% base asphalt repair will be required and is included in base contract work, prior to being able to final pave this area which is anticipated in Spring of 2021. As the new Rock Creek will be occupied NLT than April 2021, this area will also need to be temporarily striped, and redone in a permanent fashion once final paving occurs, all as part of base bid costs.

Fencing, Guardrail and Gates Specific Scope:

1. The 02A Contractor shall provide all necessary permits, fees, and coordination with inspections that may be required.
2. The 02A Contractor shall furnish and install all chain link type site fencing related items to include, but is not limited to, posts, rails, braces, bracing assemblies, galvanizing, powder coating, high performance coatings, bottom tension wire, continuous top rails, continuous bottom rails, continuous mid rails, fabric, terminal posts, line posts, gate posts, hinge posts, terminal & gate post bracing assemblies, stretcher bars, sleeves, non-shrink grout, gates, hardware, accessories, tie wire, grounding, padlocks, knox boxes and/or knox locks, excavation for posts, concrete formwork/sonatubes, concrete for posts, fence line grading, and the like for a complete scope of work.
3. The 02A Contractor shall furnish and install, access gates and / or man gate assemblies to include, but is not limited to, the following locations: play areas, yards, drive lanes, and parking lots.
4. The 02A Contractor shall furnish, provide layout, and installation for the sleeves needed for the fence posts located on top of concrete walls.
5. The 02A Contractor shall furnish and install all vehicular guardrails as indicated.
6. In the event a decorative rail by the 05A contractor is within the top of a segmental wall, the 02A contractor is to coordinate and install sleeving requirements of the 05A contractor
5. The 02A Contractor to include one lock with two keys for each gate; locks to be per specifications. All locks shall be keyed alike.
6. The 02A Contractor to provide warranty for fifteen years for all coated fencing against peeling, cracking and corrosion, if not specified otherwise elsewhere.
7. The 02A Contractor shall furnish and install all timber guardrails per Contract Documents.

Landscaping Specific Scope:

1. The 02A Contractor shall provide all necessary permits, fees, and coordination with inspections that may be required.
2. The 02A Contractor includes all bonds for Right of Way Work. Contractor shall comply with all MDOT rules and regulations for the work within Public Right of Way required for work being completed under this package.
3. The 02A Contractor shall layout all landscaping with flagging and receive approval from the landscape architect prior to installation.
4. The 02A Contractor shall provide and install all landscape plantings to include, but not limited to, all guarantees, certificates, submittals, delivery, storage, plants, trees, shrubs, stakes for supporting trees, wires for guying trees, mulch, and the like to complete all landscape plantings shown or as reasonably implied within the drawings and specifications.

5. The 02A Contractor shall furnish water and necessary temporary irrigation equipment as required for healthy plant growth.
6. The 02A Contractor shall provide and install all seeding and sod to include, but is not limited to, guarantees, certificates, submittals, delivery, seed mixtures, sod types, mulch, hydraulic seeding, sod stakes, water, protection, restoration, cleaning, maintenance, turf inspections / reviews by a qualified turf agronomist, and the like to complete all seeding and sod shown or reasonably implied within the drawings and specifications.
7. The 02A Contractor shall excavate for, backfill and furnish and install and set in place all boulders as indicated.
8. The 02A Contractor shall provide and install all forest conservation requirements to include, but is not limited to, all arborist reports, supervision and monitoring, root and tree pruning, tree protection signs and fencing, deep-root fertilization, crown reduction, watering, vertical mulching, wood chip and moisture monitoring, and all other items as required.
9. The 02A Contractor shall provide and install all maintenance requirements to include, but is not limited to, maintaining all plants and turf in a healthy condition. Contractor shall provide for all pruning, cutting, watering, fertilizing, cultivating, weeding, mulching, tightening / repairing of staking, setting plants to proper grades or upright in position, restoration of the planting saucer, and furnishing / applying sprays and other items as necessary to keep the plantings free of insects and disease and in a thriving condition. Maintenance shall begin immediately after each planting is completed and shall continue as required per the project specifications.
10. The 02A Contractor includes all mulching, pretreatment of mulched areas, inclusive of mulch walkways, mulch at planting areas, play areas, raised planter areas, maintenance of mulching etc.
11. The 02A Contractor includes all portable drip irrigation bags, and edging as required.
12. The 02A Contractor shall furnish and install permanent seed and sod with stabilization as required including curlex or erosion control matting at severely sloped areas.
13. The 02A Contractor shall furnish and install all brick pavers per Contract Documents.

Site Furnishings Specific Scope of Work:

1. Contractor shall furnish and install all site amenities, to include but limited to bike racks, benches, trash receptacles, etc. inclusive of required accessories. Contractor shall provide all drilling/core drilling, anchoring materials, and the like to complete the installation of the items. Contractor to coordinate, furnish and install foundations required for these items. Concrete for flagpole installation is the responsibility of 06A. All other concrete required for installation of the site furnishings, i.e. sidewalks, footings etc., is by the 02A Contractor.
2. All furnishings are to be installed level, plumb and true and securely anchored or positioned at locations as indicated on drawings.

Playground Equipment and Surfacing Scope:

1. The 02A Contractor shall provide all necessary permits, fees, and coordination with inspections that may be required.
2. The 02A Contractor to furnish and install all playground structures, complete with associated layout, surveying, excavation, backfill, grading, shaping of soils, concrete, play components, fasteners, supports, footings, ground cover, edging and all final surfacing etc., located per the drawings and specifications.
3. The 02A Contractor to furnish and install all shade structures, pavilions and canopies at Outdoor Learning. Aluminum canopies and walkway covers at the Bus Loop shall be by 06A Contractor.

4. The 02A Contractor to furnish and install underdrain systems with connections to storm sewer system, as well as proper grading of subgrade and installation of concrete borders and edging of play areas for playground surfacing.
5. The 02A Contractor to furnish and install all playground surfacing and subbase as required.
6. The 02A Contractor to furnish and install all synthetic turf as located at Outdoor Learning.
7. The 02A Contractor shall furnish and install all stone subbase at Outdoor Learning per Contract Documents.
8. The 02A Contractor shall furnish and install all raised planters, planter boxes with associated planting media, bridges, pavers, concrete including stamped concrete, boulders, stepping stones, picnic tables, benches, "step up with handrails", etc. at Outdoor Learning.

Exterior Court Athletic Equipment:

1. The 02A Contractor to furnish and install all exterior athletic equipment including, but not limited to, basketball hoops per Specification Sections 116823.
2. All foundations for exterior gymnasium equipment are to be installed by the 02A Contractor.
3. The 02A Contractor includes all excavation, backfill and concrete for all equipment being provided by this scope.
4. The 02A Contractor includes coordination with other contractors for placement of all sleeves, inserts, anchors etc. for items furnished and installed under this scope of work.

Miscellaneous Scope / Scope Coordination with other trades:

1. All site demolition is by the 02A Contractor.
2. The 02A Contractor shall, with the assistance of the CM, coordinate with all public utilities for the removal of the underground existing services. With approval of the Utility Company(s) it is the 02A Contractor's responsibility to either abandon in place or remove from the site as indicated. Cutting, capping, and or filling when abandoning in place as directed by the contract documents, is the responsibility of the 02A Contractor.
3. The 16A Contractor is responsible to coordinate removal or relocation of all overhead and underground utilities such as power, cable, telephone, data, street lighting, etc. in direct conflict with new entrance ways or final structure. All actual cost of physical removal (as indicated) for both overhead and underground utilities, including conduits, pipes, poles, foundations, etc. are the responsibility of the 02A contractor and is considered base bid.
4. The 02A Contractor shall supply and install all plugs shown or required at all utilities that are removed.
5. At utility trenches, if contaminated soils are encountered, the 02A Contractor is to excavate and centrally locate a contaminated spoil stock pile onsite. The 02A Contractor will then be reimbursed via unit rates in the contract to either transfer suitable material onsite, or if directed, bring in new from offsite. All contaminated soil removal from site shall be reimbursed at cost per established unit prices in Specification 012200 by the 02A Contractor.
6. Concrete, waterproofing of concrete, and below grade insulation at building concrete walls is the responsibility of the 03A Contractor. All stone and drain tile system for the entire building inclusive of excavation and backfill is the responsibility of the 03A contractor. CMU, waterproofing of CMU and below grade insulation at new CMU foundations for the entire building is the responsibility of the 04A Contractor. The 04A Contractor does not excavate or backfill; 03A to excavate and backfill at CMU walls below grade.
7. The 02A Contractor is responsible for fire hydrant flushing. Fire pump testing is the responsibility of the 15B contractor.

8. The 02A Contractor is only responsible for the flushing of the domestic water line to achieve a passing test for chlorination. The 02A contractor is not responsible for a flow test if required by the Fire Marshall; this will be the 15B contractor's responsibility.
9. The 03A package includes any building or site concrete footing, wall, slab, ramp, or stairs, which connect to the building or overhanging structure. Generator(s), transformer/transfer switch pad(s), grease trap and or interceptor pads and/or flotation collar and building concrete retaining walls are part of the 03A Package. All footings and piers for canopies, protective covers, etc. are part of 03A scope of work. All footings and piers required for play areas, site athletic equipment, site furnishings, are by the Contractors installing these items. Any concrete stairs, walls and ramps outside of the building footprint not shown on the building structural plans are by the 02A Contractor, including backfill to proposed subgrade for areas that receive sidewalks and ramps. Sidewalks and mow strips at the exterior building perimeter are included in the 02A package.

PART 3 – ALTERNATE SCOPE OF WORK

1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.
2. Contractor has reviewed the Unit Prices scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.

PART 4 – ALLOWANCES

1. In the event a sink hole or other soil related concern is discovered while performing this scope of work, this contractor has included an allowance of \$50,000 to be used at the Owner's for remediation. In the event the cost of this work exceeds this allowance an additive change order will be issued. In the event all monies in this allowance is not exhausted, a deduct change order will be issued for any unused portion.
2. In the event unsuitable soils are discovered while performing this scope of work, this contractor has included an allowance of \$25,000 to be used at the Owner's discretion for remediation. In the event the cost of this work exceeds this allowance an additive change order will be issued. In the event all monies in this allowance is not exhausted, a deduct change order will be issued for any unused portion.
3. In the event contaminated soils are discovered while performing this scope of work, this contractor has included an allowance of \$15,000 to be used at the Owner's discretion for remediation. In the event the cost of this work exceeds this allowance an additive change order will be issued. In the event all monies in this allowance is not exhausted, a deduct change order will be issued for any unused portion.

END OF 02A SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 30% of this Package by cost with the Contractors own, in-house work forces. Subcontracting or brokering more than 70% of the work shall not be permitted.

Concrete Specific Scope of Work:

1. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Concrete work in accordance with the complete set of Contract Documents.
2. Site Concrete and any concrete outside the building(s) perimeter and at the Outdoor Learning is typically part of the 02A package, i.e. sidewalks, curb and gutter, exterior site stairs, etc. unless specifically called out in this package. 03A has reviewed other bid packages for a complete understanding of the work involved in all packages.
3. The 03A package includes any building or concrete footing, wall, slab, ramp, or stairs, which connect to the building or overhanging structure. Generator(s), transformer/transfer switch pad(s), grease trap and or interceptor pads and or flotation collar and building concrete retaining walls are part of the 03A Package. All footings and piers for canopies, protective covers, etc. are part of 03A scope of work. All footings and piers required for play areas, site athletic equipment, site furnishings, are by the Contractors installing these items. Concrete stairs, walls and ramps outside of the building are by the 02A Contractor, (with the exception of the walls, stairs and ramps, etc. shown on the Structural Drawings, which are by 03A) including backfill to proposed subgrade for areas that receive sidewalks and ramps. Sidewalks and mow strips at the exterior building perimeter are included in the 02A package.
4. The 02A Contractor shall establish rough grade to within $\pm 0.10'$ sub-grade, to include proper compaction and elevations for building pad for acceptance by 03A Contractor. It is this contractor's responsibility to achieve subgrade in each area.
5. 13A Contractor shall furnish and install the 5" perimeter deck drain, angles, rebar anchors, continuous sealant etc. for a complete system. Coordinate with the 03A Contractor who is responsible for furnishing and installing all concrete and stone work for the pool deck. Plumbing connections to the drain shall be by 15A Contractor.
6. Depth markers and signage along the perimeter gutter system shall be furnish by 13A to the 03A contractor for installation
7. Contractor to include excavation, concrete, rebar, and labor to pour temporary foundation for mockup panel(s).
8. Contractor shall seal and or apply hardener for all concrete called out to be sealed and or hardened per the contract documents. Contractor shall provide one additional coat and cleaning of surface prior to application, which will be applied just prior to substantial completion as directed by the Construction Manager.
9. Contractor shall design, engineer, furnish and install all shoring as required and called out on structural drawings in regards to new work, i.e. shoring of metal deck or new structure until concrete is cured. Submit calculations for review by the Structural Engineer. In addition, Contractor shall furnish and install all temporary shoring and bracing required to support the load imposed by the Contractor's work and to prevent excess deflection of the structure where indicated. All deck and/or wall shoring must be designed by a Professional Engineer registered in the State of Maryland. Shoring to remain in place until required upper floors are poured and Engineer of Record states shoring can be removed.

10. Contractor shall form all openings through decks and slabs as shown on the drawings and as required by others, layout is performed by the contractor requiring the opening. Contractor shall provide its own layout for any of its openings being formed. Contractor shall patch and fill all openings in existing structure after demolition is complete as required.
11. Contractor shall furnish and install all perimeter rigid insulation under slab on grade.
12. Contractor shall coordinate, layout and protect threaded embedded items to prevent bending, deformation and corrosion. Contractor shall repair or restore all damaged threaded embed items prior to commencement of steel erection. The Contractor shall install 2x4's, plywood covers, and vertical warning posts over the anchor bolts until steel erection in same area begins.
13. Contractor shall form and pour all locker bases, including embedded treated wood sleepers, as required.
14. 03A Contractor shall form and pour all interior housekeeping pads as well as roof top unit concrete as required. Layout is by requiring MEP contractor. Coordinate with 15A, 15B and 16A Contractors and MEP drawings for locations.
15. 03A Contractor shall receive, unload, inventory, sign for and accept all embedded items furnished by other Contractors for installation by this Contractor. 03A Contractor shall properly store and protect items furnished by others.
16. 03A Contractor shall install all anchor bolts, base plates, leveling plates, bearing plates, inserts, sleeves, clips, reglets, stair nosings, expansion joints, and misc. items furnished by others inset into concrete as required by the Contract Documents. 03A Contractor to include grouting of base plates.
17. 03A Contractor shall coordinate with 15A Mechanical and 16A Electrical Contractors to ensure all rough-ins are complete prior to slab, deck, and wall pours. 03A Contractor shall coordinate with the Construction Manager regarding scheduling of all concrete pours. 03A Contractor shall submit each week to the Construction Manager, in writing, a two (2) week pour schedule for coordination with other trades.
18. 03A Contractor shall be responsible for all excavation and backfill work required for the installation of concrete foundations, walls, and slabs unless noted as by others elsewhere. 03A Contractor shall provide all pumping, dewatering, temporary bracing and shoring for its concrete work and temporary protection necessary to complete its work, and as required by the Contract Documents. 03A Contractor shall maintain foundations free of water, mud, and the like until masonry operations have commenced, at which time it becomes the 04A Contractor's responsibility until backfill operations commence in each area. 03A Contractor shall be responsible for backfilling to sub-grade and compacting of interior and exterior foundations, slabs, and walls. 03A Contractor shall be responsible for all fine grading required to perform all its work. The 03A Contractor shall stockpile his excavation and/or grading spoils in a central location as directed by Construction Manager.
19. Contractor includes all reinforcing bar, wire, chairs, etc. for this work.
20. Contractor shall slope slabs to floor drains as required. Failure to have the finished slab comply with ADA regulations will result in all costs to repair/replace, chip, grind, patch, plumbing, flooring, etc. being back charged to this contractor
21. Contractor shall furnish and install all concrete, reinforcing, formwork, excavation, backfilling, fine grading, fill, gravel (including granular backfill where called out), weep holes, water stops, sleeves, support chairs, concrete pumping, hot / cold weather protection and the like for all of the following:
 - a) footings / foundations,
 - b) slabs-on-grade,
 - c) elevated slabs / slabs-on-metal deck,
 - d) interior walls,

- e) piers,
 - f) grade beams,
 - g) slab haunches,
 - h) housekeeping / equipment pads / curbs,
 - i) pits
 - j) electrical or other pits
 - k) interior stairs/ramps
 - l) platforms and or stage
 - m) concrete retaining walls (building related as well as site walls as scoped)
 - n) loading dock ramps and walls
 - o) screen wall footings
 - p) site sign footings
 - q) slab depressions
 - r) penthouses
 - s) and any other building concrete item called out within the drawings and specifications.
22. Contractor shall furnish and install the fine grading, gravel, geofabric, vapor barrier and retarders, floor slopes, expansion joints, galvanized steel construction joints, control joints, including any and all required scoring patterns.
23. Contractor shall furnish and install all concrete and reinforcing steel for all pipe penetrations that penetrate its work per structural details. Contractor acknowledges steel sleeves for pipe penetrations through floor slabs are to extend above finish floor elevation a minimum of two inches, and includes all costs associated with properly hand finishing around said sleeves.
24. Contractor to protect walls and/or adjacent finishes from splashing caused by concrete placement. If concrete splashes on walls and/or adjacent finishes, then the Contractor shall be responsible for the removal of the splashed concrete.
25. Contractor shall provide as-built elevations shots of the slabs, platforms, ramps, and any other item installed by this Contractor. Contractor shall provide as-built elevations of all top of footing elevations. Contractor shall provide this as-built information within forty-eight (48) hours after concrete has been poured.
26. Contractor shall provide all hoisting required for its work.
27. Contractor is responsible for any and all access needed in order to place concrete for their work.
28. Contractor shall supply and install all concrete and reinforcing meshes at all metal pan stairs and metal stair landings. Contractor to remove all overpour on underside of stairs to allow for painting. Include washdown of cleaning or protecting agents to allow painting operation to begin.
29. Contractor shall complete the installation of all anchor bolts and leveling plates promptly upon completion of supporting foundations in each building area.
30. Contractor shall provide for all floor slabs to be level and ready to receive specified floor finish which includes any grinding of high spots. Contractor shall coordinate with finish schedule to achieve this. This includes any compounds being applied by 03A are to be coordinated and compatible with future floor finishes. In the event they are not, any cost to remediate is the responsibility of this contractor.
31. Contractor shall provide finish surfaces to the II values of flatness F(F) and of levelness F(L) per specifications, with the exception of the athletic and or resinous floors which will need to exceed the F(F) and F(L) standards.
32. Contractor shall ensure at new slabs at athletic floor and/or resinous flooring areas are provided to produce a maximum 1/8-inch deviation in any direction in 10 foot when checked with a 10-foot straight edge. This is above and beyond typical concrete slab work and is required for installation of athletic flooring and/or resinous flooring. Failure to comply with this requirement will result in all grinding and or patching to achieve this standard to then be

this contractor's responsibility. Should the specifications require more stringent requirements then they shall take precedence.

33. Contractor shall grade all backfill so that water runs away from any structure.
34. Contractor shall furnish and install all necessary formwork, construction joints, diamond joints, control joints, isolation joints, expansion joints, waterproof seals, welded wire fabric, removable plastic or hardboard pre-formed strips, roofing felts, and vapor barriers. Contractor to carefully layout construction joints and control joints with finish schedule to allow for patterns to match architectural layout.
35. Contractor shall furnish and install all moisture retaining covers and curing compounds as required to complete its work.
36. Contractor shall rub and finish all exposed concrete walls installed by this contractor.
37. Contractor shall provide for all excavation and backfill of own work unless stipulated otherwise elsewhere.
38. Despite any reference to the contrary, in the event any backfill being performed under this package in which the material exceeds optimum moisture content, 03A will then be responsible for haul off and dispose of material and replace suitable material within specifications. Drying onsite will not be permitted due to limited available space. Therefore, it is highly recommended any stockpiled material by this contractor is adequately protected from weather.
39. 03A Contractor shall install all interior pipe bollards supplied by 05A. Contractor to include concrete in pipe bollards. Contractor to include multiple mobilizations for this scope of work.
40. 03A Contractor includes installation and maintenance of fall protection at slab block outs and diamonds. Contractor to coordinate with 04A and 05A Contractors for removal of protection to allow for installation of their work.
41. Contractor includes all damproofing and waterproofing of slabs, concrete walls and foundations per specification sections 071113, 071326, and 071416 as it applies.
41. Concrete, waterproofing of concrete, and below grade insulation at foundations and or concrete walls is the responsibility of the 03A Contractor. All stone and drain tile system for the entire building inclusive of excavation and backfill is the responsibility of the 03A contractor, inclusive to connection to closed storm line or structure. CMU, waterproofing, damproofing, and below grade insulation at CMU walls for the entire building is the responsibility of the 04A Contractor. The 04A Contractor does not excavate or backfill; in order to waterproof and install drain tile, 03A Contractor to excavate and backfill at foundations, concrete walls and cmu walls.
42. Drain tile and piping is to be tied into the closest available storm drainpipe, which allows positive flow unless otherwise indicated. This drain tile and piping is to be furnished and installed by the 03A Contractor. If required by code, the 15A Contractor will furnish and install a backflow preventer at the area where the drain tile ties into the storm drain as well as providing access provisions as necessary for valve maintenance. In addition, the 15A Contractor will provide final fitting and connection.
43. Contractor includes caulking of own work, inclusive of plastic "zip cap" type expansion material for clean sealant joint. Contractor includes any fire caulking related to its work.
44. The Owner will furnish testing services. 03A Contractor shall provide a curing box with heat or ice, whichever is appropriate for the weather conditions, for use by the testing agency. Contractor shall immediately submit all concrete delivery tickets and proportion certificates to the Testing Agency at time of delivery
45. Contractor shall furnish and install all stone fill, pea gravel, gravel, and related work, including excavation and subbase materials as required by the Contract Documents.
46. The Contractor will be responsible for all winter concrete and hot weather concrete costs, charges, and provisions

including temporary heat and enclosures.

47. Contractor will be responsible to regrade and compact subgrade when disturbed by 03A work. If subgrade is made unsuitable by this Contractor's work, 03A will undercut and replace at no-cost change.
48. 03A Contractor is to provide and maintain plywood covers per MOSH/OSHA standards at all slab diamonds until infill with concrete.
49. The 03A is responsible to cap and maintain rebar caps on rebar the 03A Contractor initially sets, until the hazard no longer exists or the 04A Contractor physically removes caps in order to lay block in same area, at which time the responsibility becomes that of the 04A Contractor to cap and maintain until hazard no longer exists. 03A Contractor to perform a daily walk to replace any missing rebar caps, regardless of how they came to be removed, until 04A Contractor takes responsibility for each area.
50. Any fall hazard created by this Contractor's installation of own work, will be immediately protected, maintained, and removed by this contractor until the permanent fall protection system is in place.
51. 03A Contractor will assist the 06A Contractor in installing any built-in place expansion joints and accessories provided by the 05A or 06A Contractor.
52. Contractor to include slab depressions as required at food service areas, walk in boxes etc. as well as the Gymnasium floor and other areas as indicated. Contractor to also include blockout of areas for floor sinks and or troughs, contractor includes infill as necessary after sink/trough is set to final elevation.
53. 03A Contractor to include 4x4 block out, 3' deep in lower level(s) prior to and after pour of slab on grade, excavation for temporary sump pit, pump, power and or generator, hose, labor as needed, demucking, backfill and secondary slab patch when no longer needed. Sump pit to be utilized after rain event(s) to remove water from lower level areas in order for all trades to keep working efficiently. 03A Contractor includes temporary rails, toe boards, etc. for fall protection at sump pit areas. Once 06A contractor has daily presence onsite, all pumps, hoses, power, and daily maintenance is then the 06A's responsibility until building is dried in and sump can be eliminated and turned back over to 03A for completion of slab. Temporary sump to be located by Construction Manager.
54. The 03A Contractor is to include "shooting" of all stone required at the majority of under slab on grade, as bobcat placement will not be allowed as it is anticipated majority of electrical rough in will be placed below slab on grade, below the stone. As shooting of stone does have limitations, this contractor does include in limited areas, scratching of conduits into the stone layer in the event "shooting" of stone is not practical or cannot be accomplished.
55. The 03A Contractor is responsible to furnish and install all concrete associated with grade beams as indicated, inclusive of all related embeds furnished by others.
56. Any wall penetration required by other trades which has a diameter or horizontal dimension greater than 12" shall require a lintel or sleeve be installed. Locations which are to be steel beam or hung plate which are clearly called out on the structural drawings and will be furnished by 05A, and depending on connection, installed by either 04A or 05A. Both the 15A, 15B and 16A contractors are to furnish pipe sleeves regardless of pipe size, installed by 04A or 09A. For all duct/damper openings above ceiling, 15A is to provide steel angles, installed by 04A. For all duct/damper openings below ceiling and exposed, it is assumed to be a concrete U lintel, precast lintel or bond beam, where allowed by the structural drawings, by 04A. All openings in fire walls are to have either a precast lintel, concrete U lintel or concrete portal. Steel is not permitted in fire wall openings. In the event it is a concrete portal, all reinforcing and concrete is by 03A. If detailed as a precast lintel or concrete U lintel, they are furnished and installed by 04A.
57. 03A Contractor shall include all concrete portals and associated formwork and rebar. 04A Contractor is responsible for surrounding masonry as indicated.

58.

Miscellaneous Scope and Scope Coordination with other trades:

1. The 02A Contractor shall establish rough grade to within $\pm 0.10'$ sub-grade, to include proper compaction and elevations for building pads, sidewalks, pavements, drives, curbs, landscape, and / or topsoil areas. Landscape, topsoil and other open areas (excluding ball fields and play areas) to be graded to within $\pm 0.20'$ of design elevation. The 02A Contractor shall furnish and install the backfill for curbs, gutters, and sidewalks to re-establish rough grade. Once the building pad elevation is accepted for compaction and elevation by the 03A Contractor, it is then the 03A Contractor's responsibility to return to proper grade prior to slab pours.
2. The 02A Contractor will provide all required fill material in accordance with Contract Documents to bring site to final design elevations. Both the 02A and 03A Contractors shall carefully examine site prior to commencing operations. The 03A Contractor will be responsible for installation down to design subgrade elevation regardless of material being encountered or excavated, including rock, at no cost to the Owner.
3. The 02A Contractor is responsible for all snow and ice removal onsite throughout duration of project at all construction areas. The 03A Contractor should anticipate inclement weather conditions as defined by the specification.
4. If contaminated soils are encountered during foundation installation, the 03A Contractor is to excavate and centrally locate a contaminated spoil stock pile onsite, per established unit rates. The 02A Contractor will then be reimbursed via unit rates in the contract to either transfer suitable material onsite, or if directed, bring in new from offsite. All contaminated soil removal from site shall be reimbursed at cost per established unit prices in Specification 012200 by the 02A Contractor.

PART 3 – ALTERNATE SCOPE OF WORK

1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.

PART 4 – ALLOWANCES

1. Contractor to include an allowance of \$10,000 for potential modification required for installation of foundations and slabs associated with the Greenhouse add alternate #3. In the event the greenhouse is accepted, the final foundation and slab design will be provided by the 06A contractor to the 03A and 04A Contractors to finalize pricing as the final design is expected to vary from what is currently in the bid documents. The intent of this allowance is to cover any potential add due to the final design. In the event the cost is more than this allowance, an additive change order will be issued. In the event the final design is less than what is currently shown in the bid documents, a deduct will be issued as well as a deduct for this unused allowance..

END OF 03A SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 30% of this Package by cost with the Contractors own, in-house work forces. Subcontracting or brokering more than 70% of the work shall not be permitted.

Masonry Specific Scope of Work:

1. The 04A Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Masonry work in accordance with the complete set of Contract Documents.
2. The 04A Contractor includes full mockup panel for craftsmanship for Architect/Owner review and approval. Once approved, the mockup will be the standard for installation.
3. The 04A Contractor shall furnish and install all masonry work required by the Contract Documents, including, but not limited to, all block, brick, decorative cmu, manufactured stone masonry, architectural pre-cast concrete, cast stone, soap blocks, corner stones, date stones, special shapes, mortar, grout, masonry fill, pea gravel fill, perlite fill, parging, mortar washes, masonry reinforcement (vertical and horizontal inclusive of couplers), masonry and cast stone steel reinforcement bars, joint reinforcement, masonry lintels (precast, concrete U lintels, bond beams and the like), ties and masonry anchors, point up, insulation (spray, neoprene, compressible, rigid, perlite, and the like for sound and or R ratings) contiguous to this Contractor's work, masonry fire walls, masonry portal frame columns, steel column isolation, isolation strips, building paper, flashing, pre-molded control joints, weeps, cavity flashings, drip edge, drip cap, mortar netting, samples, mock-ups, masonry cleaners, sealers, and damproofing and/or waterproofing on CMU walls, spray applied vapor barrier/air barrier, blue skin, head of cmu wall smoke and or fireproofing, elevated slab edge to masonry wall fireproofing, and or smoke barriers, interior and exterior control and expansion joint caulking, caulking of louvers in masonry, final cleaning and washdown inclusive of louver , window, curtainwall, storefront frame and glass protection and all other items required for a complete Masonry scope of work.
4. The 04A Contractor shall furnish and install all masonry work associated with the site screen walls, walls at loading dock, site sign etc.
5. The 04A Contractor includes all damproofing and waterproofing of CMU walls per specification sections 071113, 071326, and 071416 as it applies.
6. The 04A Contractor includes all integral water repellents as required.
7. The 04A Contractor includes all masonry cell fill as required.
10. Concrete, waterproofing of concrete, and below grade insulation at foundations and or concrete walls is the responsibility of the 03A Contractor. All stone and drain tile system for the entire building inclusive of excavation and backfill is the responsibility of the 03A contractor, inclusive to connection to closed storm line or structure. CMU, waterproofing, damproofing, and below grade insulation at CMU walls for the entire building is the responsibility of the 04A Contractor. The 04A Contractor does not excavate or backfill; in order to waterproof and install drain tile, 03A Contractor to excavate and backfill at foundations, concrete walls and cmu walls.
11. 03A Contractor shall include all concrete portals and associated rebar as indicated. 04A Contractor is responsible for surrounding masonry as indicated.

12. 04A Contractor shall install only all loose and or bolted steel members, such as angles, beam lintels, anchor bolts (embedded in masonry), structural angles, structural tubing attached to masonry, and the like that are supplied by others. Contractor shall grout all bearing / leveling plates at all CMU walls. If a steel member has a welded connection, and or requires a crane or boom truck (more than the masons lull) to set, 5A to set and connect.
13. Contractor shall install all through wall flashing as required by the Contract Documents. The 07A Contractor will furnish for installation by 04A, the 07A will solder joints of stainless-steel flashings as required. Masonry will be left out at each flashing joint until inspected and authorized by the Construction Manager to be enclosed.
14. Contractor shall coordinate the install of all hollow metal frames located within masonry walls furnished and set by the 06A contractor. This contractor shall ensure hollow metal frames remain installed plumb, level, square, and true to line until the frame is completely enclosed in masonry and accepted by the 06A contractor. 04A Contractor shall be responsible for any repair or damage costs to the hollow metal frames.
15. In the event frames are not available, or are damaged prior to installation by 06A, this contractor includes in base bid to provide additional lintels, and subsequent infill with CMU with grout as required to facilitate wall construction in (15) single door frames, (10) double door frames, and (3) hollow metal window frames.
16. Contractor shall furnish and install all build in place expansion joints (rated, non-rated, expand-o flash joint covers, and the like) and accessories located at and within masonry walls.
17. 04A Contractor includes cut out and patching at all Knox boxes located within masonry walls. Contractor to assume two (2) locations. Knox Boxes are provided by 06A Contractor.
18. Contractor shall be responsible for installation of all openings within masonry walls where required by other trades.
19. Any wall penetration required by other trades which has a diameter or horizontal dimension greater than 12" shall require a lintel or sleeve be installed. Locations which are to be steel beam or hung plate which are clearly called out on the structural drawings and will be furnished by 05A, and depending on connection, installed by either 04A or 05A. Both the 15A, 15B and 16A contractors are to furnish pipe sleeves regardless of pipe size, installed by 04A or 09A. For all duct/damper openings above ceiling, 15A is to provide steel angles, installed by 04A. For all duct/damper openings below ceiling and exposed, it is assumed to be a concrete U lintel, precast lintel or bond beam, where allowed by the structural drawings, by 04A. All openings in fire walls are to have either a precast lintel, concrete U lintel or concrete portal. Steel is not permitted in fire wall openings. In the event it is a concrete portal, all reinforcing and concrete is by 03A. If detailed as a precast lintel or concrete U lintel, they are furnished and installed by 04A.
20. In the event an opening is required in a masonry wall and is not properly coordinated by other trades it is the other trades sole responsibility to implement the required fix. All costs to either saw-cut, or tooth CMU to allow for the opening is the responsibility of the other trades. In the event this contractor has missed the indicated opening, or has mis-sized the opening, the costs required for the fix is the responsibility of this contractor.
21. Contractor shall furnish and install all grouting where required for hollow metal frames, bearing plates, sills, bond beams, wall reinforcing, handrail anchoring and other areas that are required.
22. Contractor shall fill all openings, including top of wall conditions, at full height masonry walls and provide all fire-safing and/or fire stopping, and / or insulation and / or fire resistive joint systems as required, inclusive of elevated slab edge conditions short of masonry walls.
23. Contractor shall provide several mixing stations and / or staging areas as needed for the phasing of the project. Contractor includes relocation(s) of mixing station(s) and staging areas as required for construction sequencing / logistics per the direction of the Construction Manager. Contractor to locate mixing station at positive drainage locations only.

24. Contractor will furnish and install all temporary walls bracing of masonry walls inclusive of braces and footings in accordance Masonry Construction standards and/or good safe practices, ie gymnasium, auditorium or cafeteria walls over 12' in height.
25. Contractor shall perform all dewatering and mucking out as required to perform its work, including cleaning of footers.
26. Contractor shall coordinate with other trades to allow them to properly set items to be embedded in masonry.
27. Contractor shall scrape, rub and wash-down all walls and floors of excess materials generated by it work. Rub down is to progress as practical but in no way delay the finish contractors.
28. Contractor shall furnish and install all waterproofing and/or dampproofing that is applied to its work.
29. Contractor includes in base bid for installation of an additional 250 LF of steel lintels, angles and or plates that may not be shown on the drawings, but may be required during construction.
30. The 04A Contractor shall layout all CMU foundations and walls, elevations, and the like to complete its scope of work.
31. Contractor shall point up around all mechanical openings, electrical openings, sleeves, and the like located in masonry walls.
32. Contractor shall provide and maintain all new and existing to remain stone, brick, architectural pre-cast concrete etc. protection.
33. Contractor includes daily covering of head of wall conditions to prevent infiltration. This includes areas which receive precast caps are set and not yet caulked due to weather conditions.
34. Contractor includes complete additional washdown prior to substantial completion to eliminate any efflorescence at no cost to the owner.
35. Contractor to include all temporary heating measures to perform all of own work. This is to include all required tenting, fuel, hoses and heaters required to efficiently work per the schedule despite exterior weather conditions. Selectively working areas due to temperatures will not be tolerated or acceptable.
36. Contractor to furnish and install all Cast Stone and Manufactured Stone Masonry per Specifications Sections 047200 and 047300. Contractor includes engineered shop drawings and calculations. Contractor includes all inserts, attachment and anchorage devices / hardware, clips, angles, welding, and caulking for a complete installation of APC and Cast stone.
37. 04A Contractor to coordinate with 06A, 09A, 11A, 15A, 15B, and 16A contractor for installation of access doors furnished and installed by other contractors. The 04A contractor to include cutting of all masonry to allow for installation of access doors by others.
38. 04A Contractor to furnish and install all air barrier and transition membranes per Specification Sections 072726 and 072736 and rigid insulation as detailed, including but not limited to behind brick, precast, cast stone, finish block, metal panel and soffit areas and all other exterior envelope regardless of backup material. Contractor to coordinate with 05A, 06A, 07A, 08A, 09A, 15A, 15B and 16A for exterior façade elements prior to start of application. 04A Contractor shall furnish and install all components to provide a complete and continuous air barrier assembly. This includes all Air/Vapor Barrier assemblies at the aquatics, locker rooms and kitchen areas identified on A522.
39. 04A Contractor to include joint firestopping per Specification Section 078443 at masonry partitions. 15A, 15B, 16A Contractors are responsible for firestopping at their own penetrations.

40. In the event the contractor wishes to feed scaffolding without slabs being poured and the subgrade is disturbed, destroyed, rutted, becomes unsuitable, etc. subgrade will be reestablished either by this contractor, or at this contractor's expense.
41. 04A Contractor will provide 3/4" plywood over 2" thick rigid insulation board roof protection while working on any roof surface including just metal decking, and will perform a complete cleaning of substrate once completed. Any damage to substrate, regardless of protection measures is the responsibility of this contractor.
42. Contractor shall fill all voids at all full height masonry walls. If CMU wall terminates under beam, 04A shall be responsible for non-combustible material above/below beam. In the event a CMU wall terminates and runs parallel to a beam or joist, it will be the 09A contractor's responsibility to wrap beam or joist with studs, insulation and drywall to obtain particular wall rating.
43. Contractors will include cost in base bid price to fill CMU solid at ten (10) locations for solid anchorage by others. Locations to be determined and will be coordinated between the Construction Manager and the 04A Contractor. The pricing is intended to represent cost while 04A Contractor is working on wall, not to return to area or patch after wall is complete.
44. The 03A is responsible to cap and maintain rebar caps on rebar the 03A Contractor initially sets, until the hazard no longer exists, or the 04A physically removes caps in order to lay block in same area, at which time the responsibility becomes that of the 04A Contractor to cap and maintain until hazard no longer exists. Once 04A Contractor has assumed responsibility for an area, they are to perform a daily walk to replace any missing rebar caps, regardless of how they came to be removed, until the hazard no longer exists.
45. The 04A Contractor is to coordinate with the 07A Contractor with installation and or supplied flashings, and other contractors which are to have items embedded in Masonry.
46. 06A Contractor is to furnish, install, maintain, and remove all safety rails and toe boards at all floors, roof, expansion joints, stairs, slab penetrations, pits, deck edges and openings. Provide one (1) 8' wide by 10' high access point for Trade access at perimeter of building to each level. Associated infill after removal is by respective trade to establish finished façade.
47. Contractor shall perform point up of masonry prior to start of priming operation by the painting contractor. Any costs due to excessive re-point at masonry walls after the initial primer coat is applied by the painting contractor will be charged to this contractor.
48. In the event the masonry cannot be extended to the intended elevation due to conflicts with framing or other reasons, the Contractor shall furnish a credit for work not performed.
49. 04A Contractor to include caulking of all hollow metal frames and louvers, interior and exterior, to adjacent brick, precast, split face, ground face, finish masonry, etc. Color is to be as selected by Architect. Caulking to be at jamb(s), head and sill. Caulking of hollow metal frames and louvers to painted CMU is by the 09F Painting Contractor.
50. With respect to work in existing to remain areas of the building, the 05A contractor is responsible for coordination of all required beam and or joist pockets. The 04A contractor is to perform all cutting, setting of embeds and patching of masonry. 05A contractor is to produce embed drawings for 04A use, similar to new construction areas.
51. In addition to the requirement of providing daily cleanup of self-generated debris from work and or workers, the 04A, 06A, 09A, 15A and 16A contractors are to include 1 man per every 15 men contractor has onsite, with a mandatory minimum of one man if contractor has less than 15 men onsite. This requirement will be utilized for contractors to participate in a composite cleanup crew. Composite cleanup days will be every Wednesday from 7am to 2pm. Construction Manager will provide trash carts, dumpsters and sweeping compounds, all other equipment, PPE or otherwise, i.e. brooms, shovels, etc., are to be contractor provided.

52. The 15A and 15B contractors will be required to pretest any piping concealed in masonry chases ahead of remaining piping in that same area, as to allow for quick close in of chases. It is the intent that the 15A and 15B contractor will test the concealed piping and leave stubbed out of chases for connection to latter piping and latter retesting as necessary.
53. The 04A Contractor will be required to liberally shake out sand to base of all walls to save labor and time needed with future scrape down at base of walls. In addition, 04A shall liberally apply "baby oil" or equal product to all hollow metal frames immediately prior to laying masonry, again to save labor and time with future clean up.

PART 3 – ALTERNATE SCOPE OF WORK

1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.

PART 4 – ALLOWANCES

1. Contractor to include an allowance of \$10,000 for potential modification required for installation of masonry and flashing associated with the Greenhouse add alternate #3. In the event the greenhouse is accepted, the final foundation and slab design will be provided by the 06A contractor to the 03A and 04A Contractors to finalize pricing as the final design is expected to vary from what is currently in the bid documents. The intent of this allowance is to cover any potential add due to the final design. In the event the cost is more than this allowance, an additive change order will be issued. In the event the final design is less than what is currently shown in the bid documents, a deduct will be issued as well as a deduct for this unused allowance..

END OF 04A SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 30% of this Package by cost with the Contractors own, in-house work forces. Subcontracting or brokering more than 70% of the work shall not be permitted.

Steel Specific Scope of Work:

1. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Steel work in accordance with the complete set of Contract Documents.
2. Contractor shall furnish and install all interior and exterior structural steel, steel joists, metal decking, and framing for all roof openings and roof screen framing.
3. Contractor shall furnish and install all architectural and miscellaneous metal fabrications including, but not limited to, all gratings, ladders, rails, steel stairs, metal pan stairs, circular stairs, removable pre-engineered platform and stairs, stair nosings (furnish only), bollards (furnish only), galvanized metal pour stops, wall bracing, overhead door jamb channels, angles, steel angle fasteners, sump pump frames / grates, bent plates, security gates, swing gates, pipe gates, racks, swivel hooks, tracks, bracing, nelson studs, closures, hangers, hooks, yokes at spaces, ships ladders, alternating tread ladders, roof ladders includes serrated grab bars, decorative ornamental metal, angles at elevator door sills, aluminum and stainless steel at trench drains, and all other miscellaneous and ornamental items that are required as indicated. Note that the bollards and embedded nosings will be installed by the 03A Concrete Contractor.
4. Contractor shall furnish only all anchor bolts, nuts, washings, leveling plates, interior and exterior bollards, bearing plates, bent plates, pads, straps, ties, bridging, deck plates, gauge plates, fabricated lintels and hung plates, loose lintels, bent plates, angles, and all other embedded steel for the entire project in which other trades are installing. 15A or 15B is to provide own steel lintels or sleeves for all openings in walls for 04A to install for duct or pipe openings not called out on structural plans.
5. 04A Contractor shall install only all loose and or bolted horizontal steel members, such as angles, beam lintels, anchor bolts (embedded in masonry), structural angles, structural tubing attached to masonry, and the like that are supplied by others. Contractor shall grout all bearing / leveling plates at all CMU walls. If a steel member has a welded connection, and or requires a crane or boom truck (more than the masons lull) to set, 5A to set and connect.
6. Contractor to furnish and install all interior and exterior as well as site, stainless steel, aluminum, galvanized and/or painted steel decorative railings, typical railings handrails and guardrail systems complete, as indicated.
7. The 05A Contractor shall furnish and install all interior and exterior railings, handrails, guardrails etc. All railing or post sleeves will be core drilled by this Contractor if in concrete or masonry (if acceptable, otherwise sleeving requirements are to be furnished and coordinated by this contractor). In the event they are within the top of a segmental wall, this contractor to closely coordinate sleeving requirements with the 02A Contractor. Contractor shall ensure that railing posts are set in non-expansive materials. Exterior chain link type site fences and vehicular guardrails are by 02A.
8. Contractor shall furnish and install galvanized window well grates and frames if required.
9. The 05A Contractor shall furnish and install all steel work associated site monument signs.

10. All exposed steel must be of a finished quality, without defects or numbering. For marking of steel, use only markers that will not bleed through paint.
11. Contractor will provide caulk or metal plate as necessary to provide a tight closure between stringer and wall
12. Site access will only be provided per Contract Package descriptions. Crane size and material deliveries must be coordinated accordingly. In the event 05A finds the storage area/access inadequate, 05A to bear cost to modify to their satisfaction as part of base bid cost to comply with OSHA requirements.
13. Contractor includes furnish and install of miscellaneous metals for support of toilet compartments, clinic curtains, projection screens, stage curtains, athletic equipment, roof top equipment, metal framed walls, mat hoists, etc. as indicated.
14. Contractor to provide prime shop coating, field painting, and touch up as required for all structural steel, joists, and miscellaneous metals. 05A Contractor will install bitumastic paint on columns if required below grade.
15. 05A Contractor to include all work as required per Specification Section 072163 Fluid Applied Insulative Coatings at the locations indicated.
16. Unless specified as stainless steel, contractor to shop galvanize any metals which remain exposed to exterior elements per the specifications.
17. Contractor shall provide all masonry anchors attached to steel. Contractor to coordinate each of the trades as necessary to determine the exact type of anchor required. Contractor shall furnish all anchor bolts for the parapet wood blocking and any other wood shown to be anchor with anchor bolts.
18. Contractor shall furnish and install all epoxy bolts/nuts/washers as necessary (including the epoxy).
19. Contractor shall furnish and install all swing hooks including, but not limited to, all angle steel, tube steel, steel plate, threaded holes, and stainless-steel threaded hooks.
20. Contractor shall coordinate with each of the trades to provide all steel framing, supports, openings, sleeves, and bracing that is required.
21. Contractor shall furnish and install all metal deck and framing patch and infill required at existing openings after demolition of rooftop equipment or penetrations. Contractor also includes all deck and framing at slab infill locations.
22. Contractor shall immediately provide and maintain MOSH compliant temporary handrails at all steel pan stairs, safety rails at all slab edges, stairwells, roof edges, slab openings, roof openings, elevator openings, and penthouses. Handrails shall be maintained and removed by this Contractor at the direction of the Construction Manager. Contractor also has installation and maintenance of safety cables at all slab edges and openings created after completion of the demolition at areas are to remain. Contractor includes removal of safety cables and angles ground below concrete prior to the start of finishes.
23. Contractor shall touch up and paint / field galvanize all welds including, but not limited to, those welds at all joists, beams, columns, moment connections, metal decking, and any other steel or miscellaneous metals item supplied by this Contractor. For galvanized material, contractor to minimize field welding on galvanized metals. Galvanized materials should be fabricated in the longest practical lengths to avoid field repairs to the galvanized coating. All galvanizing holes are to be plugged and touched up at shop prior to field installation.
24. Contractor shall provide field beam penetrations where approved by the structural engineer.
25. 05A Contractor shall coordinate the joist and beam layout with the 15A, 15B and 16A Contractors and shift the layout as necessary to accommodate the work of these contractors prior to fabrication and at no additional cost to the

Owner, given structural engineer approval. 05A Contractor includes coordination of x-bracing to accommodate ductwork in joist space where necessary. Where duct is required to be installed within joist bays, contractor to modify bridging as required to allow for installation of duct at no cost.

26. Contractor shall furnish and install all lintels and hung plates attached to steel and shall, by use of instrument or other accurate device, ensure that all lintels and hung plates are set to proper line and grade and measured from established control points.
27. Contractor to coordinate hung plate length(s) with masonry opening size to ensure end gaps of plate are not more than 1/4" so caulking contractor can provide adequate seal.
28. Contractor shall provide anchor bolt drawings and templates to both the Construction Manager and the Concrete Contractor within thirty (30) days of receiving a Letter of Intent, Notice of Award or the Contract, whichever is issued first.
29. Contractor shall provide a complete survey and verify anchor bolts locations. Survey to be completed at foundation completion but no later than two (2) weeks prior to erection of steel and must be submitted within two weeks of completion of survey. Contractor will notify the Construction Manager of any discrepancies or variations. If the Contractor does not advise the Construction Manager prior to the erection of steel, then the cost of the correcting any discrepancies or variations shall be the sole responsibility of this Contractor. The survey results shall include only those bolts/plates that are out of tolerance. Results shall be presented in 8-1/2" x 11" format (one (1) page per location) and shall show actual location/elevation of bolts/plates referenced from appropriate grid line/datum.
30. Contractor shall furnish, install, reconfigure, maintain, and remove all OSHA specified protection required in relation to its work at the direction of the Construction Manager. Contractor shall cover and provide fall protection for all openings in metal deck created by this Contractor.
31. Contractor shall furnish, install, reconfigure, maintain, and remove barriers in areas where steel is being installed and around the entire perimeter of elevated floors and roofs. Contractor shall provide the proper barriers to prevent people from entering areas steel is passing over.
32. Contractor shall review all documents for locations of openings in the Roof System that will be required by others. Contractor shall furnish and install all structural supports, angle, and safety rails for these openings. Contractor will be responsible for all openings shown on all drawings in its work.
33. Contractor shall protect all adjacent work and structures from welding sparks, slag, or any other results of this Contractor's work. Contractor to include all necessary fire watches.
34. Contractor shall coordinate with all other trades to properly set items supplied by this contractor and embedded or otherwise installed by others.
35. Contractor shall coordinate with all other trades which require access through structural elements.
36. Contractor shall coordinate with the 04A Contractor and confirm in the field to assure that wall mounted handrail connections on masonry walls are fastened through solid grouted CMU.
37. Contractor has reviewed existing site conditions and access roads for confirmation of delivery of long span items. In the event deliveries cannot be made, contractor to field splice items on site as necessary at no added cost to the Owner or Construction Manager. Design and engineering of field splices are considered base bid.
38. Initial testing and inspection costs are by Owner. In the event of a failed inspection due to a result of negligence, poor workmanship, or failure of work to meet the requirement of the documents, all re-inspection fees will be back charged to this contractor.
39. Installation of embeds and anchor bolts are by others. This contractor responsible for any subsequent welding of joists, beams, angles, lintels, hung plates etc. to embed set by others.

40. Grouting of base plates is by others.
41. Final field painting unless noted as included in above scope is by others.
42. Contractor will provide 5/8" plywood protection, with welding blankets while working in/or around finishes spaces such as roofs, casework, VCT, carpeting, wood flooring, or flooring to remain etc. Any damage to other trades work caused by this contractor will be charged accordingly to this contractor.
43. This contractor includes all snow removal from roof deck so the installation of roof decking is not impeded. This removal is to commence no later than 24 hours after snow event.
44. Contractor to include angle frame, ladder and grating at all sump pits capable of supporting no less than 300 lbs.
45. Any wall penetration required by other trades which has a diameter or horizontal dimension greater than 12" shall require a lintel or sleeve be installed. Locations which are to be steel beam or hung plate which are clearly called out on the structural drawings and will be furnished by 05A, and depending on connection, installed by either 04A or 05A. Both the 15A, 15B and 16A contractors are to furnish pipe sleeves regardless of pipe size, installed by 04A or 09A. For all duct/damper openings above ceiling, 15A is to provide steel angles, installed by 04A. For all duct/damper openings below ceiling and exposed, it is assumed to be a concrete U lintel, precast lintel or bond beam, where allowed by the structural drawings, by 04A. All openings in fire walls are to have either a precast lintel, concrete U lintel or concrete portal. Steel is not permitted in fire wall openings. In the event it is a concrete portal, all reinforcing and concrete is by 03A. If detailed as a precast lintel or concrete U lintel, they are furnished and installed by 04A.
46. As this is an aggressive schedule, fabrication and delivery of material is key to making this schedule. Contractor has reviewed the Preliminary Schedule fabrication durations and acknowledges to meet or improve the durations listed by any and all means necessary; inclusive of second and or third shift operations during fabrication as well as multiple dedicated shipments to the site each week.

Metal Walkway Covers Specific Scope:

1. Contractor shall design, furnish and install all metal canopies and walkway covers complete including, but not limited to all aluminum members, fasteners, installation accessories, protective coatings, grout, gaskets, aluminum flashing, columns, beams, deck, fascias, closures, and finishes as required per the Contract Documents and Specification Section 107326.13
2. All concrete footing design and installation is to be by the 03A Contractor. This contractor is responsible for all coordination as required, including, but not limited to furnishing all embedded items.

PART 3 – ALTERNATE SCOPE OF WORK

1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.

PART 4 – ALLOWANCES

1. There are no allowances with this scope of work.

END OF 05A SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 20% of this Package by cost with the Contractors own, in-house work forces. Subcontracting or brokering more than 80% of the work shall not be permitted.

General Carpentry, Rough Carpentry Scope:

1. Contractor shall furnish and install all rough carpentry work as required by the Contract Documents and Specification Section 061053, including but not limited to concealed or temporary wood work, blocking, in-wall blocking, roof blocking, wood furring, grounds, bucks, wood plates, plywood, plywood sheathing, plywood wainscoting, trimming and working of wood or wood fibered materials, nailers, compressible fillers, isolation pads, and all other rough carpentry and accessories including but not limited to anchor bolts, fasteners of any type, glue, adhesive, etc. Contractor shall furnish and install all other general carpentry work and wood blocking required by job conditions.
2. Contractor shall furnish and install all wall concealed and exposed wood blocking for all items furnished by this and other Contract Packages, (Fire Treated (FRT)), as required. Contractor is not responsible for metal strapping in metal stud walls or for any 09A work. 09A Contractor to provide continuous 20-gauge metal strapping (two (2) rows per elevation) at all metal stud walls for cabinets, visual display boards, (i.e., chalk, tack, marker), lockers, handrails, etc. for any item which is surface-mounted.
3. Contractor shall furnish and install solid wood blocking behind all wall hung cabinets, display boards, televisions, etc. even if these items are designated “NIC” or, “future”, or “by others”. This blocking is not required behind base cabinets unless specifically required or shown. This is in addition to any strapping requirements.
4. Contractor shall furnish and install all plywood backing and backboards required for Mechanical, Electrical, Telephone and Data installations, Contractor to assume all walls of each room unless specifically detailed otherwise, 8'-0" high, starting 8" AFF. Contractor to mask off FRT label prior to painting of plywood by painter.
5. Contractor shall infill/cover, maintain, and remove as necessary all stair treads (concrete, steel, or any other material) with wood. Construction Manager will advise when protection may be removed. Any patching required as a result of installation or removal of this protection is the responsibility of 06A Contractor.
6. Contractor shall furnish, install, maintain, and remove all wood safety rails and toe boards at all floors, roof, expansion joints, stairs, slab penetrations, pits, deck edges and openings. Any patching if required to structure due to installation is by 06A. Rails must be wood and in compliance with all MOSH/OSHA standards. Steel safety cables are by 05A.
7. Contractor includes horizontal wood handrail at all openings with sills less than 42" in height which could be a fall hazard per MOSH/OSHA standards. Wood rail to be installed per all MOSH/OSHA standards. Contractor includes removal immediately before opening is filled in with final material such as louver, window, etc.
8. In the event of pending weather, the 06A Contractor is to protect exterior blocking as practical from exposure to weather. 06A Contractor shall be responsible for replacing material if it is deemed unacceptable due to exposure to the elements.
9. 06A is to furnish and install temporary doors at all electric, telephone, data and machine rooms. 06A to include

hinges, hasps, and temporary closer as necessary. Construction Manager to provide lock.

Expansion Joint Cover Assemblies Scope:

1. 06A Contractor shall furnish and install all floor and wall expansion joint cover assemblies complete as required by the Contract Documents and Specification Section 079513.13. Expansion joint cover assemblies at drywall or acoustical ceiling locations to be furnished and installed by the 09A package. If caulking is required at 06A assembly in 09A work, 09A is to provide caulk as well. In the event control or expansion joints are not shown but required to control cracking/expansion per manufacturers recommended installation procedure or if specified in Division 9, 09A is to furnish and install these assemblies complete.
2. Contractor includes all coordination with Concrete, Masonry and Steel Contractors for required blockouts. Contractor includes all incidentals with installation inclusive of grout, flash patching, minor chipping and prep work for a complete installation.

Frames, Doors, and Hardware Scope:

1. Contractor to furnish and install all FRP, hollow metal frames, borrowed lite frames, wood doors, steel doors, fiberglass doors & aluminum frames, metal sound control door assemblies, and hardware complete per Specification Sections 081113, 081416, 081613, 083473.13, and 087100.
2. Contractor includes storage at offsite location of all doors and hardware as space is extremely limited. Contractor to coordinate with construction manager and other trades for shipment of hollow metal frames. Contractor can assume no less than 3 shipments. No wood doors will be allowed onsite until conditioned air is available and without written approval of construction manager.
3. Contractor to provide (1) 3' x 7' hollow metal frame for installation within masonry mockup panel.
4. With the exception of Automatic Door Operators at Aluminum entrances, which are furnished and installed by 08A, all other electrified hardware is furnished and install by 06A. For further clarity, 06A is to furnish and install automatic door operators per specification section 087100 at hollow metal frames. 06A is to furnish and install magnetic hold opens as indicated with 16A making connection to the fire alarm system. 06A is to furnish and install magnetic locks, with assistance from 16A for required conduit rough-in. The 06A Contractor shall provide controls, power wiring, junction boxes, rectifiers, and transformers and connection with electrified hardwired being provided in their package. The 06A, 08A and 16A Contractor shall coordinate required conduit or pathways being furnished by 16A for 06A or 08A use. The 06A, 08A and 16A contractor to ensure proper power requirements are brought to each location as well as required interaction with security and fire alarm system. With respect to any electrified hardware, it is the 16A contractor's responsibility to bring power to each door location, and install required power pack (furnished by others) at each door location (central locations will not be utilized due to length of run limitations on provided low voltage wiring); actual electrified door hardware is installed by 06A (or 08A at aluminum entrances) then 16A has power wiring and verification of wiring and final connections. 06A and 08A would then have associated respective adjustments. Security card readers are 16A to furnish and install with coordination from both 06A and 08A depending on location.
5. Contractor to include final keying of all cylinders furnished under this scope as well as storefront and overhead doors scope per Owner/CM direction. All hardware is to be shipped with "construction cores", keyed identically for ease of construction and installation as well as controlled access of other trades by Construction Manager. After final cleaning is performed, all construction cores are to be replaced with final keyed cores. Contractor to provide to Construction Manager six (6) complete sets of construction use keys for CM use and distribution as necessary to other trades.
6. 06A Contractor to furnish all required door hardware to the 08A contractor for installation by the 08A contractor for all aluminum doors and frames. This hardware is to be procured, collected, and palletized by the 06A contractor and shipped by the 06A Contractor to the 08A Contractor direct and free of charge. Use of templates will not be permitted when the 08A Contractor is producing final aluminum doors and frames.

7. Contractor shall include all costs to deliver hollow-metal frames in sufficient time to avoid delay to masonry construction. In the event delivery dates are not met, this contractor will be responsible for any and all costs, as well as repair of frames that have to be installed in "toothed" openings if damaged or moved during installation.
8. Contractor shall coordinate with Masonry and Drywall Contractors to ensure timely installation of hollow metal work. 06A Contractor shall install all hollow metal work plumb, level, square, and true to line and shall be responsible for properly bracing, maintaining and repairing the work until the Masonry Contractor's acceptance. The 09A, Drywall Contractor, is to set hollow metal frames in metal stud partitions. Frames are furnished by 06A.
9. Contractor shall review all door and hardware schedules for correctness and compatibility.
10. Contractor to protect wood and fiberglass doors from damage. This, at a minimum, will be ¼" cardboard on both sides of door from floor to 6' above floor and maintained as necessary until substantial completion. This is to be part of base bid cost.
11. 06A Contractor includes infill of all hollow metal window, side light, borrowed light, etc. openings with plywood supported at 2'-0" OC as necessary as masonry progresses and frames are blocked in on lower floor(s) This is for security as well as weather protection. Removal of this material is by 06A to allow for painting of frames by 09F prior to installation of permanent glass by 08A. If 08A contractor installs glass prior to painting of frame, it will be the 08A contractor's responsibility to remove and reinstall after paint at no charge.
12. Contractor shall allow for a minimum of two coordination meetings with the Owner to determine how the final keying of the building will be performed.
13. Contractor includes final key cabinet furnish and installation, location to be determined by Owner. This is to include complete full setup of key cabinet inclusive of all necessary tagging inside cabinet and stamped on each key provided.
14. Immediately prior to substantial completion, the 06A contractor to verify installation of all hardware provided and installed under this scope of work, as well as verification of proper installation at all aluminum doorways installed by the 08A Contractor to ensure proper installation and function of all hardware.
15. Manufacturer's Representative to review installation of all hardware provided under this package. Each Manufacturer Representative is to make final adjustment on all door hardware, inclusive of all hardware supplied to other Contractors for installation, two weeks prior to substantial completion, at six months later after substantial completion, and at the end of the installation warranty period if need be.
16. Provide 20 additional cylinders and cores keyed to building master key system for gym equipment, overhead doors, and all key switches.
17. As required, at wood, metal and/or fiberglass (FRP) doors, 06A shall furnish doors with metal frame vision kits. 08A Contractor will set glazing and secure glazing in position after painting.

Coiling Counter Doors scope:

1. Contractor shall furnish and install all coiling counter doors complete, required by the Contract Documents including access panels as necessary to service equipment per Specification Section 083313.
2. Contractor includes cost of factory-authorized service representative to perform startup and training of owner's personnel.
3. Contractor includes cost of 24 months full maintenance by a skilled employee per specifications in base bid.

Overhead Coiling Doors scope:

1. All overhead coiling doors required by the Contract Documents including access panels as necessary to service

equipment per Specification Section 083323.

2. The electrical contractor shall provide all power wiring, junction boxes, conduit, as shown on contract documents up to the disconnect. This contractor is to provide any required disconnects, electric motor, remote controls, rectifiers, and transformers as well as provide assistance to electrical contractor for final connection of power. Any conduit, wiring, boxes after the disconnect is the responsibility of this contractor. Contractor to coordinate with Electrical contractor to ensure proper power requirements are brought to each disconnect, as well as required interaction with security and fire alarm system.
3. Contractor includes furnish and installation of electric door operator with means of disconnect, electric motors, limit switches, sensors, control stations, audible and visual signals, etc.
4. Contractor includes cost of factory-authorized service representative to perform startup and training of owner's personnel.
5. Contractor includes cost of 24 months full maintenance by a skilled employee per specifications in base bid.

Display Cases and Boards Specific Scope of Work:

1. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the display work in accordance with the complete set of Contract Documents.
2. Contractor shall furnish and install all bulletin boards, display cases, visual display boards, markerboards, tackboards, display strips, trays, aluminum frames and trim, and accessories as required by the Contract Documents and as referenced in Specification Sections 101100 and 101200. For all cork material, contractor to install only after material has acclimated to building conditions for a minimum of 7 days, or as per manufacturers recommendations, whichever is more stringent.
3. Contractor shall provide locks, display rails, end stops, and any other accessory required by the Contract Documents.
4. Contractor shall furnish and install all tackboard panels, glazed sliding doors, shelves, standards and supports, back panels, illumination and all other accessories required by the Contract Documents at display cases.
5. Contractor to caulk or provide fillers a necessary to provide a finished appearance where this Contractor's work abuts other materials.
6. Contractor shall provide daily cleanup of all trash and debris generated by the work and place in dumpster furnished by the Construction Manager. Upon completion of each phase of work in any given area, the Contractor shall leave the area in broom clean condition. Should the Contractor's cleanup be unsatisfactory, the Construction Manager shall perform the work at the Contractor's expense.
7. Contractor to coordinate any electrical requirements for materials being provided under this package with the 16A contractor prior to wall rough in, or any costs to change wall rough in will be at this Contractor's expense.

Signage Specific Scope:

1. Contractor to furnish and install all interior signage, panel signage, die-cut vinyl graphics, plaques, exterior and interior stainless-steel letters, signage accessories and the like inclusive of fasteners and or mastics(s) per Specification Sections 101416, 101423, 101463 and 101419.
2. Contractor shall furnish and install all in-wall blocking required for this work, prior to wall close-in by 08A and 09A contractors.
3. Contractor includes all incidental caulking of own work for a complete installation.

4. Contractor shall silicone all sign perimeters to mounting surface to deter student removal.
5. Room identification signage to be mounted at latch side of door, 48" AFF to bottom of sign, and 9" from edge of door frame to center of sign, and to have a clear perimeter sealant. Note, no tactile characters can be less than 48" AFF or more than 60" AFF. In the event a sign is taller than 12", mounting location needs to be confirmed by design team. In the event a sign cannot be mounted as stated, contractor to immediately notify Construction Manager as this is a potential ADA concern.
6. Contractor shall include Life Safety Signs per bid documents.
7. Contractor includes back panel on all signage mounted on glass.
8. Contractor shall furnish and install all 24" tall dimensional characters to say "ROCK CREEK SCHOOL" and include the mounting to the exterior of the building.
9. Contractor shall furnish and install all 12" tall stainless-steel letters to say "55B" and include the mounting to the exterior of the building.
10. Contractor shall furnish and install all 6" tall stainless-steel building address letters/numbers to say "55B" (@RCS) and "55" (@WMS) and include the mounting at the new Rock Creek School site sign and the new Walkersville Middle School site sign respectively as per A407.
11. Contractor shall furnish and install all other dimensional characters, both interior and exterior, as identified in the Contract Documents.
12. Contractor to furnish and install all LED Signboards per Specification Section 101463. Conduit rough in, feeders and disconnect are by 16A, line side wiring to sign by 06A. 06A to coordinate roughin location with 16A.
13. Furnish and Install one (1) Project Construction Sign to be placed at a location determined by Construction Manager. Sign can be obtained from Maryland Correctional Enterprises; Contact: Charles Behnke 410-799-5102.
14. Provide all attic stock as required.
15. All street and or parking signage is provided and installed by the 02A Contractor, with the exception of the Site Project Sign.

Cubicle Curtains & Track Specific Scope:

1. Contractor to furnish and install all cubicles complete including but not limited to, track, curtain, track accessories, curtain carriers, exposed fasteners, concealed fasteners, etc. as indicated on the contract documents and Specification Section 102123.
2. Contractor includes field measuring of spaces prior to fabrication.

Toilet Partitions and Accessories Specific Scope of Work:

1. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Toilet Partitions and Accessories work in accordance with the complete set of Contract Documents.
2. Contractor shall furnish and install all toilet, bath and laundry accessories, toilet compartments, urinal screens and wardrobe accessories as required by the Contract Documents including, but not limited to, grab bars, mirrors, sanitary napkin disposals, shower seats, robe hooks, shower grab bars, shower curtain rods, shower curtains and hooks, privacy curtains, underlatory guards, chemical dispensing systems, and mop and broom holders. This includes any accessories required in classrooms, kitchen, or other common areas (i.e., paper towel/soap dispensers) or as indicated. This includes all work indicated per Specification Section 102113.19 and 102800.

3. Contractor shall provide installation for Owner Furnished, Contractor Installed items per Specification Section 102800, including, but not limited to all toilet tissue dispensers, liquid soap dispensers, paper towel dispensers.
4. Contractor shall be responsible for field measuring prior to release of materials.
5. Contractor shall coordinate with Construction Manager regarding all locations and mounting heights for toilet accessories. The Contractor's shop drawings shall show specific size and location of all blocking required by the work included in this Contract Package. Contractor shall be responsible for adherence to all ADA and handicapped regulations, with special attention to sheet A401.
6. Contractor includes all incidentals to this work inclusive of caulking for a complete installation
7. Contractor will cut, reinforce and trim toilet partitions if necessary to install items common between two (2) stalls and shown as a thru wall accessory.
8. Contractors shall provide daily cleanup of all trash and debris generated by the work and place in dumpster furnished by the Construction Manager. Upon completion of each phase of work in any given area, the Contractor shall leave the area in broom clean condition. Should the Contractor's cleanup be unsatisfactory, the Construction Manager shall perform the work at the Contractor's expense.
9. Contractor to coordinate with floor and wall finish contractor for installation of fasteners as applicable. Any damaged finishes which occurs during installation of work under this scope, will be the responsibility of this contractor.
10. Contractor responsible for final adjustment of hardware per the specification immediately prior to substantial completion.

Lockers and Shelving Specific Scope of Work:

1. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Lockers and Shelving work per Specification Sections 105113 and 105613, in accordance with the complete set of Contract Documents.
2. Contractor shall furnish and install all solid plastic lockers including staff lockers, corridor lockers, aquatic lockers, locker accessories, continuous piano hinges, handles, identification plates, hooks, final cleaning and lubrication prior to substantial completion, and as required by the Contract Drawings and Specification Section 105126 – Plastic Lockers
3. Contractor shall furnish and install all fixed locker room benches with backs as per Specification Section 105153. Contractor shall coordinate with 03A for locations of thickened slab and floor sleeves if applicable.
4. Contractor to furnish and install all metal storage shelving including but not limited to four post metal storage shelving, inclusive of posts, bracing, solid type shelves, shelf-to-post connectors, bases and tops, and anchors, as required by the Contract Drawings and Specification Section 105613 Metal Storage Shelving.
5. Contractor to submit numbered layout drawing for all lockers, prior to fabrication, and use of ordering locker number plaques for approval, as some lockers may be deleted during this process.
6. Contractor will provide fillers and caulk as required to provide a finished appearance where lockers abut other materials.
7. Contractor shall provide daily cleanup of all trash and debris generated by the work and place in dumpster furnished by the Construction Manager. Upon completion of each phase of work in any given area, the Contractor shall leave the area in broom clean condition. Should the Contractor's cleanup be unsatisfactory, the Construction Manager shall perform the work at the Contractor's expense.

8. Contractor acknowledges no metal shelving will be set until after floor final waxing has occurred and contractor will be working over completely finished floors and spaces during installation, and will perform 100% cleanup to leave space in condition ready for Owner use.

Projection Screen Specific Scope:

1. Contractor shall furnish and install all projection screens and accessories as required by the Contract Documents and as referenced in Specification Section 115213.19.
2. Contractor shall include cost to train Owner's personnel in base bid.
3. Contractor will provide all necessary supports, mounting brackets and support hardware for projection screens. Ceiling hung projection screens shall be supported from structural steel above. Support from the ceiling grid will not be permitted. Contractor to advise during structural steel coordination any need for supplemental steel support; in the event this is not coordinated, the need for supplemental steel is then this Contractor's responsibility. In the event structural steel is not immediately above projection screen elevation, Contractor includes beam clamps, all thread, hangers, kendorff etc. to utilize structural steel at above floor or roof level and no additional structural steel will be provided immediately above ceiling elevation.
4. Contractor to coordinate any electrical requirements for materials being provided under this package with the 16A contractor prior to wall rough in, or any costs to change wall rough in will be at this Contractor's expense.
5. All items within this Contract Package, which are specified or required to have electrical service or electrical outlets, shall be furnished with complete integral wiring by this Contractor, for single connection at a junction box or disconnect by the 16A Electrical Contractor.
6. Key switch operation is to be on building master key system.

Stage Curtains Specific Scope:

1. Contractor to furnish and install all video studio curtains, stage curtains, and tracks complete per Specification Section 116143.
2. Contractor to include stage curtains, scrims, drops, draw-curtain tracks and curtain rigging, per contract documents.
3. Contractor shall include cost to train Owner's personnel in base bid.
4. Contractor to coordinate any electrical requirements for materials being provided under this package with the 16A contractor prior to wall rough in, or any costs to change wall rough in will be at this contractor's expense.
5. All items within this Contract Package, which are specified or required to have electrical service or electrical outlets, shall be furnished with complete integral wiring by this Contractor, for single connection at a junction box or disconnect by the 16A Electrical Contractor.

Exercise Equipment, Gymnasium Equipment and Dividers Specific Scope:

1. Contractor to furnish and install all Exercise Equipment, Gymnasium Equipment and Gymnasium Dividers complete per Specification Sections 116613, 116623 and 116653.
2. Furnish and install all warranties as specified.
3. Contractor to include all pull up bars, climbing walls, dance barres, basketball equipment, volleyball equipment, exercise equipment, and safety pads, per contract documents.

4. Furnish and install basketball equipment by a specified manufacturer, including overhead supported and wall mounted backstops, with the specified backboards, safety devices, safety pads, safety devices, height adjusters, winches, electric operators, goals, and nets.
5. 06A Contractor shall furnish, core drill and install volleyball floor sleeves. Coordinate with 09D Contractor. 09D Contractor to layout and cut to install inserts in floor only.
6. Furnish and install electrically operated, top-roll divider system complete with all accessories as required.
7. This Contractor is responsible for protection of all adjacent finished work and will be responsible to clean, repair or replace any finished material damaged due to work by this trade damaging finished materials.
8. All items within this Contract Package, which are specified or required to have electrical service or electrical outlets, shall be furnished with complete integral wiring, including control wiring, by this Contractor, for single connection at a junction box or disconnect by the 16A Electrical Contractor.
9. Contractor shall include cost to train Owner's personnel in base bid.
10. Key switch operation is to be on the building master key system.

Patient Care Equipment Specific Scope:

1. Contractor shall furnish and install all patient care equipment complete per Specification Section 117300.
2. Contractor includes furnishing and installing all ceiling mounted patient lifts, with fixed ceiling tracks, ceiling tracks with transverse rails, lift units, straps, and carry bars as required per the Contract Documents.
3. Contractor includes furnishing and installing all changing tables as required per the Contract Documents.

Roller Shades Specific Scope:

1. Contractor to furnish and install all roller shades complete per Specification Section 122413.
2. Contractor to coordinate with HM Frame and Aluminum Frame suppliers for method of attachment.
3. Whether indicated or not, the 06A Contractor will be required to furnish extension wands as necessary to operate shades.
4. Contractor will be responsible for final adjustment, cleaning and touch up immediately prior to substantial completion.
5. Contractor to include own labor and equipment for unloading of deliveries, deliveries which arrive without contractor forces onsite will be immediately denied access to the site.
6. Contractor acknowledges no materials can be released until mandatory preorder conference has occurred. Contractor to schedule conference through Construction Manager.

Millwork & Casework Scope:

1. Contractor to furnish and install all millwork, finish carpentry for 062000 – Finish Carpentry, casework for 123216 – Manufactured Plastic-Laminate-Faced Casework and 123550 – Media Center Casework including but not limited to adjustable wood shelving, wood benches (including those in the corridor spaces), associated cabinet hardware and accessories, interior wood frames and jambs, wood caps at low walls, custom changing table cabinets, workstations, PLAM benches, casework, reception desks, book shelving units, circulation desks, book trucks, display tables, magazine shelving, wood railings, shop finishing, PLAM countertops, solid surface countertops, solid surface sills and aprons, integral bowls in solid surface tops, emergency showers or stations, countertop equipment, pegboards,

counter tops, shelves, locks, sinks, fixtures, caulking, fillers and grommets, etc. or as detailed on the construction documents. Any final plumbing related connections are to be by 15A.

2. Contractor will be required to modify casework as necessary to allow for MEP trade rough in, as well as provide cutouts for outlets, switches, devices, sinks and fixtures installed in Casework by others, cutouts are to be field performed.
3. Contractor to include all hardware including keying requirements for all work provided within this scope of work, in accordance with respective specification section. No hardware will be provided by other trades to make this scope of work complete
4. Contractor to provide all glass and glazing required for a complete installation of work provided under this contract. No glass or glazing will be provided by other trades to make this scope of work complete.
5. Contractor is responsible for all hardware necessary to anchor or affix its work in a permanent location.
6. Contractor to protect casework being furnished and installed under this package from damage. Casework protection shall be, at a minimum, 1/4" Masonite blue taped to the countertops. Contractor responsible for replacement of damaged casework and or countertops. This is part of base bid cost.
7. All items within this Contract Package, which are specified or required to have electrical service or electrical outlets, shall be furnished with complete integral wiring by this Contractor, for connection at a junction box by the 16A Electrical Contractor. This requirement does not include receptacles, which may be shown in casework. This Contractor shall provide cutouts for outlets, switches, devices and fixtures installed in Casework by other Trades.

Greenhouse Specific Scope (Add Alternate #3)

1. 06A Contractor to furnish and install a complete greenhouse per Specification Section 133413.13 to include but not limited to glazing, structural steel members, ventilation, heating, shading systems, lighting, watering system(s), environmental control system, and benches. The 06A Contractor shall provide a signed and sealed design for the foundation, footings and slab per the Contract Documents. Furnishing and installation of foundations, footings, slabs and masonry will be respective trade contractor if add alternate is accepted.
2. Contractor includes any incidental caulking of this work for a complete installation.
3. Contractor to include own labor and equipment for unloading of deliveries, deliveries which arrive without contractor forces onsite will be immediately denied access to the site.

Miscellaneous Scope Items for General Trades Package:

1. Contractor shall furnish and install all wall coverings complete per Specification Section 097200. Contactor to furnish and install all custom vinyl wall graphics and plexi covers as indicated in the Contract Documents.
2. Contractor shall furnish and install all wall and door protection, mechanically fastened with tamper resistant screws per Specification Section 102600 and as detailed on drawings.
3. Contractor shall furnish and install all Fire Protection Cabinets and Fire Extinguishers per Specification Sections 104413 and 104416, including all blocking and accessories as required for complete installation.
4. Contractor shall furnish and install all Defibrillator Cabinets per Specification Section 104313.
5. Contractor shall furnish and install all flagpoles and required footings per Specification Section 107300.
6. Contractor shall furnish and install all commercial laundry equipment per Specification Section 112173. Final connections to be made by 15A and 16A contractors as required.

7. Contractor shall furnish and install all loading dock bumpers and accessories per Specification Section 111313.
8. Contractor shall furnish and install all office equipment, including, but not limited to all literature racks and mail sorters as required per Specification Section 112800 Office Equipment.
9. Contractor shall furnish and install all residential appliances, including, but not limited to all electric cooktops, ranges, microwave ovens, exhaust hoods, refrigerator/freezers, icemakers, dishwashers, and clothes washers and dryers as required per Specification Section 113013.
10. Contractor shall furnish all kilns and related accessories complete per Specification Section 119513.
11. Contractor shall furnish one knox box, installation is by 04A. Knox Box is to be authorized by local fire marshal prior to release.
12. Contractor shall furnish and install all floor hatches as identified in the Contract Documents.
13. Contractor shall install all wall mounted adjustable arm monitor brackets furnished by the Owner per Contract Documents.
14. 06A is to furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements for general building protection during construction. All Trades are to provide fire extinguishers, blankets, and any other provisions for burning, welding, soldering, braising, or any hot/fire work performed by the Contractor in performance of their work in any area as specifically necessary.
15. 06A Contractor includes in his bid temporary electric power, pumps and sufficient length of hose to discharge water away from the building footprint and continual maintenance for dewatering of all below grade pits. The 03A Contractor to include 4x4 block out, 3' deep in lower level(s) prior to and after pour of slab on grade, excavation for temporary sump pit, pump, power and or generator, hose, labor as needed, demucking, backfill and secondary slab patch when no longer needed. Sump pit to be utilized after rain event(s) to remove water from lower level areas in order for all trades to keep working efficiently. The 03A Contractor includes temporary rails, toe boards, etc. for fall protection at sump pit areas. Once 06A contractor has daily presence onsite, all pumps, hoses, power, and daily maintenance is then the 06A's responsibility until building is dried in and sump can be eliminated and turned back over to 03A for completion of slab. Temporary sump(s) to be located by Construction Manager, but 03A and 06A can assume one location. In the event temporary power is not available to run required pumps, 06A is to then provide generator as required as the 03A Contractor is no longer responsible for this requirement.
16. In addition to the requirement of providing daily cleanup of self-generated debris from work and or workers, the 04A, 06A, 09A, 15A and 16A contractors are to include 1 man per every 15 men contractor has onsite, with a mandatory minimum of one man if contractor has less than 15 men onsite. This requirement will be utilized for contractors to participate in a composite cleanup crew. Composite cleanup days will be every Wednesday from 7am to 2pm. Construction Manager will provide trash carts, dumpsters and sweeping compounds, all other equipment, PPE or otherwise, i.e. brooms, shovels, etc., are to be contractor provided.
17. Provide one (1) 8'-0" wide temporary scaffold stairs with access to roof level for Trade access at perimeter of building (Location TBD by CM).
18. 06A Contractor to furnish, install, and maintain temporary exit signs as necessary in compliance with MOSH/OSHA standards during construction. Signs are to be removed at Construction Manager's direction. Any patching as necessary is to be included as part of base bid cost.

Resinous Matrix Terrazzo Specific Scope of Work (Add Alternate #6)

1. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Resinous Matrix Terrazzo work in accordance with section 096623 and the complete set of Contract Documents.

2. Contractor shall furnish and install all Resinous Matrix Terrazzo at Commons 002 including all divider strips, control joint strips, cleaners, epoxy grouts, sealers and all other accessories, as required by the Contract Documents, as part of the Alternate #6.
3. Contractor to provide floor preparation as necessary to install work under this package.
4. The 03A Contractor is obligated to finish slabs in compliance with Specification Section 033000. 09E Contractor to include floor prep and flash patching as necessary for their work and installation of material, no exclusion, all costs are part of base bid. Grinding of concrete is not part of this package and is to be assumed by the 03A Contractor provided this contractor gives proper notice of unacceptable conditions two weeks prior the start of work.
5. 09E Contractor shall provide all layout and survey work necessary to complete their work as required by the Contract Documents.
6. 09E Contractor shall coordinate with the Construction Manager regarding layout of flooring prior to commencement of the work.
7. 09E Contractor includes all cleaning, sealing and polishing as required.
8. 09E Contractor shall provide temporary protection of finished work in place. At a minimum, Contractor shall protect finished flooring with Kraft paper reinforced by nylon strings which is to be taped at all joints. Contractor includes maintenance and replacement as necessary.
9. Contractors shall provide daily cleanup of all trash and debris generated by the work and place in dumpster furnished by the Construction Manager. Upon completion of each phase of work in any given area, the Contractor shall leave the area in broom clean condition. Should the Contractor's cleanup be unsatisfactory, the Construction Manager shall perform the work at the Contractor's expense.
10. 09E Contractor to caulk or provide trim as necessary where flooring meets other material (i.e., floor drains, equipment pads, boxes, walls).
11. 09E Contractor to coordinate slab depressions with 03A Concrete Contractor.

PART 3 – ALTERNATE SCOPE OF WORK

1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.

PART 4 – ALLOWANCES

1. In addition to the composite clean-up crew requirements listed above, contractor to include an additional 500 general laborer hours to be used at Construction Manager or Owner discretion. Hourly cost to be based on wage scale. Hours are to be tracked on a ticket, in the event the cost exceeds this allowance, an additive change order will be issued based on wage scale, in the event it is less, a deductive change order will be issued.

END OF 06A SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 30% of this Package by cost with the Contractor's own, in-house work forces. Subcontracting or brokering more than 70% of the work shall not be permitted.

Roofing Scope of Work:

1. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Roofing work in accordance with the complete set of Contract Documents.
2. Contractor shall furnish and install complete roofing systems as required by the Contract Documents, including but not limited to 074213.13 Formed Metal Wall Panels, 074293 Soffit Panels, 075113 Built-Up Asphalt Roofing, 076200 Sheet Metal Flashing and Trim, 077100 Roof Specialties, 077129 Manufactured Roof Expansion Joints, 077200 Roof Accessories, 108213 Exterior Grilles and Screens, flashing, counter flashing and sheet metal, all manufactured roof specialties, all roof specialties, coping, aluminum fascia, accessories, roof expansion joints, vapor retarders, insulation, sealers and sealants, recovery boards, adhesives, underlayment materials, reglets, gravel stops, roof edge drainage systems, ladders, walkway protection pads, mastic sealant, fasteners, cant strips, cleats, temporary roofing, gutters, downspouts, all roof accessories, soffits, vents, and all other items required to complete the work.
3. Contractor shall furnish and install all metal panels and fascia including but not limited to concealed fastener, lap-seam metal wall panels and perforated, reveal-joint concealed fastener metal wall panels, including all subframing, furring, flashing & trim, sealants etc. necessary for a complete system. Subframing includes but is not limited to all 2-1/2" cold formed framing and clips as necessary for installation of the metal wall panel system.
4. Contractor shall furnish and install all sealants and caulking necessary for, and incidental to a complete roofing installation as required by the Contract Documents. This includes sealant wherever roofing or metal by 07A is adjacent to material installed by others.
5. Contractor shall furnish and install all nailable insulated sheathing at locations indicated in the Contract Documents including but not limited to parapet walls, clerestory walls etc.
6. Contractor shall provide all tests & inspections, test reports, inspection reports, warranties, and guarantees as required by the Contract Documents.
7. Contractor shall coordinate with the 03A, 04A, 06A, and 09A Contractors to furnish all embedded flashing and reglets, along with dimensional layout sketches and details when required. Contractor shall present delivery ticket to the installing Contractor, for acknowledgment of receipt of materials at the time of delivery.
8. Due to schedule, Contractor should expect, more than 80% of the roofing will be held back and temporarily sealed from the building's edge prior to completion of exterior perimeter or above roof line masonry or metal stud framing is complete. At the Construction Manager's discretion, the 7A Contractor will fill these areas and complete roofing when work of other trades is complete, at no extra cost to Contract sum. All temporary seals will be in conformance to manufacturer's recommendation and direction in order to obtain full roofing warranties.

9. In the event roofing expansion joints are required by the manufacturer but not detailed on the contract drawings, the 07A Contractor will be responsible for all costs associated to add these joints. This includes, but is not limited to metal studs, insulation, wood, carpentry, roofing and trim.
10. The 07A Contractor will furnish and install all flexible barrier, batt insulation, and rigid insulation between exterior sheathing and roof blocking.
11. The 07A Contractor will furnish and install insulation behind gutters.
12. Piping penetration covers are to be furnished and installed by 15A and 16A. Flashing between roof and curb is by 07A. Contractor shall flash at all roof penetrations by other trades.
13. Contractor shall coordinate with Structural Steel Contractor regarding openings, supports, framing, and roofing accessories or specialties equipment. Contractor shall, within fifteen (15) days of Notice to Proceed, furnish to the Steel Contractor, complete marked-up steel drawings showing actual openings, layout, support and fabrication dimensions necessary for detailing and fabrication of steel with relation to these items. Dimension to be referenced off of column lines. Any opening or support required but not shown on structural drawings for 7A work is the responsibility of 7A. This includes any channel joist bracing, hangers, steel, and all other incidentals required including painting of welds.
14. Contractor shall furnish and install roof specialties and roof accessories per Specification Sections 077100 and 077200 for items not specified for 15A equipment. 07A Contractor shall furnish and install roof hatches, splash blocks, splash pans, gutters, scuppers, downspouts, conductor heads, and snow guards, ice guards or snow fences as required by the Contract Documents. 07A to furnish and install closures and sealant where necessary at downspout connection to 15A rain leader boot. 07A is to furnish and install downspouts as referenced. Downspout boot and below grade piping is by 15A. 07A has final connection from downspout to downspout boot.
15. Wood blocking and metal studs will be performed by the 06A and 09A contractors respectively to the extent of what is shown on the contract documents. Additional wood blocking or metal framing required in order to meet particular roofing manufacturers requirements that is not shown on the Contract documents is the responsibility of the 07A contractor. In the event less wood blocking or metal framing is required then what is shown on the contract documents in order to meet a particular roofing manufacturer's requirement, a deduct credit will be issued by the 06A and 09A contractors for unused labor and materials.
16. Contractor includes with base bid, cutting, patching, reroofing at 6 separate locations areas equivalent to 5'x5' each, as necessary to complete roof items that may have been missed during installation free of charge to Owner or Construction Manager.
17. This contractor includes all snow removal from roof deck so the installation of roofing is not impeded. This removal is to commence no later than 24 hours after snow event.
18. In order to complete the project on schedule, the roof work will be starting prior to perimeter parapets being in place. Contractor shall provide all temp-in of roof edges as required to install the roof without parapet walls installed. Contractor shall assume multiple mobilizations and will be required to return to the site to complete the roof installation after parapet walls are installed.
19. The 07A Contractor shall provide all dumpsters for own work. Comply with all LEED requirements and Construction Waste Management requirements per Contract Documents.

PART 3 – ALTERNATE SCOPE OF WORK

1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.

PART 4 – ALLOWANCES

1. There are no allowances with this scope of work.

END OF 07A SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 30% of this Package by cost with the Contractors own, in-house work forces. Subcontracting or brokering more than 70% of the work shall not be permitted.

Glass and Aluminum Scope of Work:

1. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Glass and Aluminum work in accordance with the complete set of Contract Documents.
2. Contractor shall furnish and install all glass and aluminum work required by the Contract Documents, including but not limited to, translucent fiberglass sandwich panel assemblies, fire-resistant & fire-protection rated glazing, ballistic-resistant glazing and frames, glazed aluminum curtain wall systems, aluminum windows, aluminum storefronts and entrances (fire rated and non-fire rated), sills, metal covers, metal closure panels, break metal, sunshades, louvers or vents in 08A assemblies, glass, glazing, sealants, flashings for work under this package, interior and exterior caulking of work in this package, insulation around all windows, and all other items required by the Contract Documents to provide a complete interior and exterior window installation. This includes shop drawings signed and sealed by a Structural Engineer registered in the State of Maryland, if required.
3. Contractor shall furnish and install interior and exterior glass and fire-rated glass as required by the Contract Documents. Furnish and install glass for all windows, doors, borrowed lights, storefront framing, curtain walls, as required by the Contract Documents. Furnish and install all glazing sealants and accessories as required. Hollow metal window frames will be furnished and installed by others. Coordinate prep of doors or frames with 06A Contractor.
4. Contractor shall furnish and install all security door and frame assemblies as specified in Specification Section 083453.
5. Contractor shall furnish and install all folding door assemblies as specified in Specification Section 083513.
6. Contractor shall furnish and install all frameless mirrors and associated hardware as required by the Contract Documents. Framed mirrors as specified in section 102800 are by others.
7. Contractor shall furnish and install all decorative glazing assemblies and framing system at Dining area per Contract Documents and Specification Section 088113.
8. Contractor shall coordinate with 03A, 04A, 05A, 06A, 07A and 09A Contractors regarding aluminum window, storefront and curtainwall opening sizes and locations. Note that field measurement will not be possible due to schedule constraints. Contractors must hold rough opening dimensions per 08A's approved shop drawings.
9. As required, at wood, metal, and/or fiberglass (FRP) doors, 06A will furnish doors with metal frame vision kits. 08A Contractor will set glazing and secure glazing in position after painting.
10. Contractor will remove all labels, stickers, marks, caulk splotches, cut gaskets as work progresses and provide touch-up or glass repair, as necessary, and clean exterior of glass while installation progresses. Final cleaning of interior is by others at project substantial completion.

11. Contractor includes all firestopping integral to the material being provided under this package, or to close gaps from slab edges to curtainwalls, windows, glass in both aluminum and hollow metal frames, or storefronts, per Specification Section 078443.
12. Contractor shall include fire-resistive joint assembly where slab meets curtainwall or storefront.
13. Any material required for structural or aesthetic attachment not referenced on the documents but required properly to brace, support work, or provide finished appearance under this package is part of 08A base bid. This includes, but is not limited to, fiberglass, metal, steel, studs, wood, or any other material necessary.
14. The 08A Contractor shall furnish and install all spandrel glazing panels and any metal panels and insulation complete within the curtainwall or storefront systems.
15. The 08A Contractor will furnish and install gauge closure and caulk, if necessary, at interface of 08A work with metal decking.
16. The 08A Contractor will furnish and install aluminum break metal at areas adjacent to 08A work as detailed, typically end of wall condition to storefronts. Support framing, insulation, and plywood are by others. Color unless noted otherwise is to match adjacent aluminum curtainwall/window/storefront.
17. 06A is to furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements for general building protection during construction. All Trades are to provide fire extinguishers, blankets, and any other provisions for burning, welding, soldering, braising, or any hot/fire work performed by the Contractor in performance of their work in any area as specifically necessary.
18. Contractor shall provide 5/8" plywood over 2" thick rigid insulation board as roof protection while working on the roof.
19. 06A Contractor includes infill of all hollow metal window, side light, borrowed light, etc. openings with plywood supported at 2'-0" OC as necessary as masonry progresses and frames are blocked in on lower floor(s). This is for security as well as weather protection. Removal of this material is by 06A to allow for painting of frames by 09F prior to permanent glass by 08A is installed. If 08A contractor installs glass prior to painting of frame, it will be the 08A contractor's responsibility to remove and reinstall after paint at no charge. Temporary plastic for weather protection will be allowed on upper openings only where security is less of a threat.
18. Temporary infill at fixed aluminum storefronts, curtainwalls, and or windows due to lack of aluminum frames is the responsibility of the 08A contractor, infill to be a combination of 4'-0" sheets of 1/4" plexiglass and 1/2" plywood supported at 16" OC which still allows ample natural light into the space for lower floor(s). In the event a doorway is required in a space with a temporary infill, 08A to provide doorway, hinges, closures, and hasp at the direction of the construction manager. Infill to be installed in such a manner to allow for all interior trades to progress with no conflict. Temporary protection is to be installed for security as well as in such a manner to stop wind and precipitation from entering the building.
19. Infill of fixed aluminum storefronts, windows, and or curtainwalls due to lack of glass is the responsibility of 08A contractor to infill with 1/4" plexiglass and 1/2" plywood supported in aluminum framing, which still allows ample natural light into the space until permanent fixed glass is installed at lower floor(s). This is for both security as well as weather protection. In the event a doorway is required in a space with a temporary infill, 08A to provide doorway, hinges, closures, and hasp at the direction of the construction manager. Infill to be installed in such a manner to allow for all interior trades to progress with no conflict. Temporary protection is to be installed for security as well as in such a manner to stop wind and precipitation from entering the building.
20. Any temporary infill maintenance and removal is the responsibility of the installing contractor at the direction of the Construction Manager.
21. Contractor includes provisions for installation of all lighting, fire alarm, exit signs, security wiring, etc. to be

- concealed within curtainwall and or storefront framing. Under no circumstance will exposed wiring or wire mold be acceptable. Blocking or integral framing to support lights, exit signs etc. will be by 06A and 09A.
22. Blocking requirements which are not clearly shown on the construction documents but required for attachment of materials being provided and installed under this contract, are the responsibility of this contractor.
 23. Any material required for structural or aesthetic attachment not referenced on the documents but required to properly brace, support work, or provide finished appearance under this package is part of this contractor's base cost. This includes, but is not limited to, metal, steel, studs, wood or any other material as necessary.
 24. Contractor includes cutting, drilling etc. of metal panels and or aluminum being provided under this contract for other trades to access within these systems.
 25. Contractor includes provisions at curtainwalls and or storefronts and or windows to allow for direct attachment of window shades direct to mullions if head attachment cannot be achieved.
 26. Despite any reference or lack of detail to the contrary, Galvanized angles or heavy gauge flat metal to span potential cavity from masonry backup to finish masonry, stud backup to finish façade etc., is required at head, sill and jambs regardless of aluminum system being utilized and is to be furnished and installed by this Contractor irrespective of manufacturer requirements for anchorage. Contractor to coordinate with 04A to allow for installation prior to air barrier and/or spray foam. This includes attachment method required to both cmu and cold formed metal framing backup, both mechanical fasteners and or welding as indicated.
 27. Any structural attachment for curtainwall provided by this contractor is to have same finish as supported curtainwall.
 28. 08A Contractor to furnish and install all automatic door operators per specification section 087100 at doorways furnished by this contractor. Contractor to include signage for automatic door operators, as specified.
 29. 06A Contractor to furnish all door hardware to the 08A contractor for installation by the 08A contractor for all aluminum doors and frames. This hardware is to be procured, collected, palletized by the 06A contractor and shipped by the 06A contractor to the 08A contractor direct and free of charge. Use of templates will not be permitted when the 08A contractor is producing final aluminum doors and frames.
 30. With the exception of Automatic Door Operators at Aluminum entrances, which are furnished and installed by 08A, all other electrified hardware is furnished and install by 06A. For further clarity, 06A is to furnish and install automatic door operators per specification section 087100 at hollow metal frames. 06A is to furnish and install magnetic hold opens as indicated with 16A making connection to the fire alarm system. 06A is to furnish and install magnetic locks, with assistance from 16A for required conduit rough-in. The 06A Contractor shall provide controls, power wiring, junction boxes, rectifiers, and transformers and connection with electrified hardwired being provided in their package. The 06A, 08A and 16A Contractor shall coordinate required conduit or pathways being furnished by 16A for 06A or 08A use. The 06A, 08A and 16A contractor to ensure proper power requirements are brought to each location as well as required interaction with security and fire alarm system. With respect to any electrified hardware, it is the 16A contractor's responsibility to bring power to each door location, and install required power pack (furnished by others) at each door location (central locations will not be utilized due to length of run limitations on provided low voltage wiring); actual electrified door hardware is installed by 06A (or 08A at aluminum entrances) then 16A has power wiring and verification of wiring and final connections. 06A and 08A would then have associated respective adjustments. Security card readers are 16A to furnish and install with coordination from both 06A and 08A depending on location.
 31. Final adjustment and testing of hardware at aluminum entrances is by the 08A contractor.
 32. Contractor includes all work at mockup panel associated with this package.

PART 3 – ALTERNATE SCOPE OF WORK

1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.

PART 4 – ALLOWANCES

1. Allowance: Contractor includes an allowance of \$10,000 to cover costs of labor and materials in connection with damaged aluminum, glass or glazing which cannot be determined to be fault of this or other contractors onsite. In the event any or a portion of this monies is unused, it shall be returned via deduct change order.

END OF 08A SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 30% of this Package by cost with the Contractor's own, in-house work forces. Subcontracting or brokering more than 70% of the work shall not be permitted.

Expansion Joint Specific Scope of Work:

1. 06A Contractor shall furnish and install all floor and wall expansion joint cover assemblies complete as required by the Contract Documents and Specification Section 079513.13. Expansion joint cover assemblies at drywall or acoustical ceiling locations to be furnished and installed by the 09A package. If caulking is required at 06A assembly in 09A work, 09A is to provide caulk as well. In the event control or expansion joints are not shown but required to control cracking/expansion per manufacturers recommended installation procedure or if specified in Division 9, 09A is to furnish and install these assemblies complete.

Fire Resistive Material Scope of Work:

1. Contractor to furnish and install all joint firestopping systems per Specification Section 078443. This work includes floor-to-floor joints, floor to wall joints, head of wall joints, and wall-to-wall joints for all GWB partitions. In addition, all beam or joist penetrations perpendicular to walls (i.e., bottoms and sides of joist or beams, voids between walls and joist, beam and deck shall comply with contract documents). Joint system as it interacts with aluminum storefront/curtainwall/windows and glass or hollow metal frame and glass, is by 08A.
2. 09A Contractor shall furnish and install all continuous fire barrier material at face of exterior sheathing as identified on the Contract Documents.
3. Contractor includes protection of other trades materials during installation of this scope of work.
4. Contractor includes protection of own work while performing this scope of work.
5. Should spray fireproofing be required on the project, every effort will be made to have all structural steel in areas complete prior to installation of spray resistive materials, but some items such as deck opening angles, wall clips, etc. cannot be installed until after walls have been topped out. Trade Contractor includes respray of areas as necessary to complete this scope of work.

Metal Stud Framing, Drywall and Ceilings Specific Scope of Work:

1. Contractor shall furnish and install all gypsum shaft wall assemblies, drywall and acoustical work as required by the Contract Documents, including but not limited to, cold formed metal framing, insulation, drywall and acoustical assemblies, ceiling tiles, wall panels, and the like work required by the Contract Documents. Furnish and install all gypsum board, suspended acoustical ceilings, suspension systems, acoustical treatment, acoustical panels, "Clouds", cold formed metal framing, non-structural metal framing, C-shaped loading bearing metal framing, metal stud kickers, hat channel, z channel, z-clips, metal furring, metal blocking, metal straps, interior and exterior gypsum sheathing and accessories, acoustical joint sealers, drywall accessories, firestopping/firesafing (as it relates to this Contractor's work), fire caulking (as it relates to this Contractor's work), acoustical and non-acoustical joint sealants (as it relates to this Contractor's work), framing components for suspended / furred ceilings, corner bead, edge trim, control joints, building insulation, and all related work.

2. Contractor includes furnish and installation of, perimeter extruded aluminum trim, acoustical treatment, sound absorption/diffusive wall panels, impact resistant wall protection, tectum wall panels, light gage metal framing, soffit framing, soffit vents, soffit screens, acoustical, thermal and firesafing insulation, , drywall accessories, reglets, drywall ceilings, bulkheads and all related work.
3. 09A Contractor shall install all access panels, provided by others, in drywall & masonry construction in accordance with the Contract Documents, or as necessary for 06A, 11A, 15A, 15B and 16A Contractors. All other access panels which are specifically referenced shall be furnished and installed by 09A, regardless of wall type in which they are installed.
4. 09A Contractor shall furnish and install all items per Specification Sections 095100 Acoustical Panel Ceilings, 098433 Modular Metal Sound Absorbing Wall Panels, and 098436 Sound Absorbing Wall & Ceiling Units, as referenced on the Contract Documents complete including support/blocking as necessary. This includes all acoustical wall panels, acoustical baffles, acoustical metal wall panels, dimensional wall panels and the like per the Contract Documents. Contractor includes all necessary hat channels, "Z" Channels, suspension systems and attachment devices as necessary for a complete system.
5. 09A Contractor shall furnish and install all mineral profile paneling and accessories as required per Specification Section 062614. Contractor includes all wood stingers and accessories as necessary for a complete installation.
6. 09A Contractor shall furnish and install a complete fire rated ceiling assembly in accordance with the Contract Documents.
7. 09A Contractor shall be responsible for the repair and touch-up of minor scrapes, gouges, etc., caused by the installation of adjacent work.
8. 09A Contractor to caulk all areas where drywall meets a dissimilar surface.
9. The 09A Contractor shall furnish and install any insulation as shown or described unless specifically assigned to another package. 04A Contractor to furnish and install rigid insulation as detailed, including but limited to behind, brick, precast, cast stone, finish block, and metal panel areas regardless of backup material. 04A Contractor includes spray foam at all interior, existing walls as indicated. Contractor to coordinate with 05A, 06A, 07A, 08A, 09A, 15A, 15B and 16A for exterior façade elements prior to start of application.
10. 09A Contractor shall coordinate with other Contractors on location of all work installed in drywall partitions, drywall ceilings, and acoustical ceilings. Contractor shall provide all metal grounds required for all surface mounted items included in the Contract Documents. Contractor shall ensure that all required inspections have been made prior to closing walls and ceilings. Contractor shall call for final close-in inspection of all walls and ceilings.
11. 09A Contractor shall be responsible for the layout of all metal stud work and install hollow metal door and window frames in metal stud walls. Hollow metal frames to be furnished by the 6A Contractor.
12. 09A Contractor shall furnish and install bent plates, angles, straps, steel pipes and plates, clip angles, etc., as required for attaching stud work to the structure.
13. 09A Contractor shall inspect the drywall work with a drop light before and after the prime coat of paint, and perform all necessary point-up. The Architect and Construction Manager will also inspect before and after the prime coat of paint.
14. 09A Contractor shall fill all deck flutes above all drywall construction with fire safing and fire sealant as required. In the event stud framing attaches to the underside of steel, 9A is responsible for insulation, firestopping and caulk between top of steel and deck, if required at these locations.

- 15.
16. 09A Contractor shall provide **daily cleanup** of all trash and debris generated by the work and place in dumpster furnished by the Construction Manager. Upon completion of each phase of work in any given area, the Trade Contractor shall leave the area in broom clean condition. Should the Trade Contractor's cleanup be unsatisfactory, the Construction Manager shall perform the work at the Trade Contractor's expense.
17. In addition to the requirement of providing daily cleanup of self-generated debris from work and or workers, the 04A, 06A, 09A, 15A and 16A contractors are to include 1 man per every 15 men contractor has onsite, with a mandatory minimum of one man if contractor has less than 15 men onsite. This requirement will be utilized for contractors to participate in a composite cleanup crew. Composite cleanup days will be every Wednesday from 7am to 2pm. Construction Manager will provide trash carts, dumpsters and sweeping compounds, all other equipment, PPE or otherwise, i.e. brooms, shovels, etc., are to be contractor provided.
18. The 09A Contractor will coordinate all layout work with Owner furnished items
19. The 09A Contractor will carefully examine the mechanical documents. Any shaft utilized for return air that does not indicate a duct riser is to be made air tight by the 09A Contractor. This is a means and methods item, which may include sealing sill and top track plates and fully taping/sealing joints in concealed areas.
20. The 06A Contractor is to furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements for general building protection. All Trades are to provide fire extinguishers, blankets, and any other provisions for burning, welding, soldering, braising, or any hot/fire work performed by the Contractor in performance of their work in any area as specifically necessary.
21. The 09A Contractor to provide continuous 20-gauge metal strapping (two (2) rows per elevation) at all metal stud walls for cabinets, visual display boards, (i.e., chalk, tack, marker), lockers, handrails, etc. for any item which is surface-mounted. If this strapping is insufficient, the Contractor requiring supplemental blocking or strapping must furnish and install these items as part of base bid cost.
22. Contractor will provide 5/8" plywood over 2" thick rigid insulation board as roof protection while working on the roof.
23. Quantity of materials intended to be delivered and stored onsite must be coordinated and approved by the Construction Manager due to site constraints. It is the intent to have materials onsite to keep a steady flow of work but not any more material than can be installed in a two (2) week period of time. Offsite provisions for material storage and all cost are to be included in base bid
24. The 09A Contractor shall install metal deck where deck is supported by metal framing provided under the 09A Contract Package. 05A Contractor will supply all metal decking and deck closure angle as necessary.
25. Whether indicated or not, wherever a metal stud wall sits on metal deck, the 09A Contractor will be required to furnish and install, under the metal stud track, a 16 gauge metal plate spanning three flutes of the metal deck at a minimum.
26. Contractor shall perform all welding required to complete its work at stud work.
27. All drywall work to be a minimum "Level 4" finish if not specified higher otherwise.
28. Contractor shall provide ventilator when installing drywall to reduce dust and humidity.
29. Contractor is responsible for all scaffolding and lifts required to complete its work.

PART 3 – ALTERNATE SCOPE OF WORK

1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.

PART 4 – ALLOWANCES

1. Allowance: 09A Contractor shall include \$15,000 as an allowance to replace unassignable damaged grid and ceiling tile prior to acceptance of the ceiling systems. Immediate replacement to be done out of attic stock material, with additional replacement attic stock ordered.

END OF 09A SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 30% of this Package by cost with the Contractors own, in-house work forces. Subcontracting or brokering more than 70% of the work shall not be permitted.

Tiling Specific Scope:

1. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the tile work in accordance with the complete set of Contract Documents.
2. Contractor shall furnish and install all tile work as required by the Contract Documents, including but not limited to all wall tile & base, grouts, and adhesives including incidentals as required by the Contract Documents. Work as described in Specification Section 093000 is part of this package complete.
3. Contractor shall provide all substrate preparation required by the Contract Documents, manufacturer recommendations, and as necessary, to obtain an acceptable installation of the work included in this Contract Package. Substrate preparation includes, but is not limited to, work required to remediate cracks, curling of concrete at expansion and control joints, floor and wall joint preparation, primers, special adhesives, etc.
4. Contractor shall furnish and install all waterproofing and other incidentals as required on walls for work under this package.
5. Contractor shall furnish and install all crack suppression and incidentals as required on walls for work under this package.
6. Contractor shall furnish and install all required cuts and shapes as required by the Contract Documents.
7. Contractor will coordinate with expansion or control joints as field installed and submit shop drawings, which note coordination with as built concrete joints.
8. Contractor shall caulk around any penetration and all work as required by the Documents, which is installed under this package.
9. Contractor shall include tile cleaning and sealing.
10. Contractor shall provide daily cleanup of all trash and debris generated by the work and place in dumpster furnished by Construction Manager. Upon completion of each phase of work in any given area, the 09B Contractor shall leave the area in broom clean condition. Should the 09B Contractor's cleanup be unsatisfactory, the Construction Manager shall perform the work at the Contractor's expense.
11. Contractor shall coordinate with the Construction Manager regarding layout of tiling prior to commencement of work.
12. Contractor shall provide all layout and survey work necessary to complete their work as required by the Contract Documents.

PART 3 – ALTERNATE SCOPE OF WORK

1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.

PART 4 – ALLOWANCES

1. There are no allowances with this scope of work.

END OF 09B SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 30% of this Package by cost with the Contractors own, in-house work forces. Subcontracting or brokering more than 70% of the work shall not be permitted.

Resilient Flooring Specific Scope of Work

1. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the work in accordance with the complete set of Contract Documents.
2. Contractor shall furnish and install all flooring and accessories as referenced in Specification Section 096513 Resilient Base and Accessories, 096519 Resilient Tile Flooring, and 124823 Entrance Floor Grids as required by the Contract Documents, including but not limited to all resilient vinyl composition floor tile, resilient quartz floor tile, entrance mats and frames, rubber treads, landings and risers, resilient base, resilient molding accessories, transition strips, flooring accessories, and underlayments, both base bid and if accepted, alternate pricing.
3. Contractor to provide floor preparation as necessary to install work under this package.
4. The 03A Contractor is obligated to finish slabs in compliance with Specification Section 033000. Contractor to include floor prep and flash patching at all floor drains and cleanout to achieve proper slope for ADA and installation of material, no exclusion, all costs are part of base bid. Grinding of concrete is not part of this package and is to be assumed by the 03A Contractor provided this contractor gives proper notice of unacceptable conditions two weeks prior the start of work.
5. Contractor shall provide all layout and survey work necessary to complete their work as required by the Contract Documents.
6. Contractor shall provide all cementitious and or epoxy floor leveling and patching as required to achieve a smooth, level floor on any substrate to receive flooring under this contract package. All costs for this leveling and patching are to be included as part of base bid.
7. Contractor shall provide 100% skim coat at all floor areas, of Ardex or approved equal product and sand smooth, on any substrate to receive flooring under this contract package. All costs for this skim coat are to be included as part of base bid.
8. Contractor shall coordinate with the Construction Manager regarding layout of flooring prior to commencement of the work.
9. Contractor shall furnish and install base required by the Contract Documents, including base at all casework and locker bases and rooms with exposed or sealed concrete. Floor finish shall be continuous under all casework and furnishings or as directed by Construction Manager.
10. Contractor shall provide temporary protection of finished work in place. At a minimum, Contractor shall protect finished flooring in classrooms with reinforced kraft paper (wall to wall) and at corridors “Anchor 38100 Cover Board, 45 mil”; (wall to wall). All joints are to be fully taped with “blue painter’s tape” by this contractor. Contractor includes maintenance and replacement as necessary.
11. Contractors shall provide daily cleanup of all trash and debris generated by the work and place in dumpster

furnished by the Construction Manager. Upon completion of each phase of work in any given area, the Contractor shall leave the area in broom clean condition. Should the Contractor's cleanup be unsatisfactory, the Construction Manager shall perform the work at the Contractor's expense.

12. Contractor shall provide all final stripping, cleaning sealing and waxing as required by the Contract Documents and as recommended by the manufacturer.
13. In any area where 09C material abuts 09B, 09D, 09E floor finish, the 09C Contractor shall flash patch a transition a minimum of 10' from interface with adjacent trade to provide a flat transition between materials. This is part of base bid cost.
14. Contractor to provide transition or termination strips, whichever is suitable, at all dissimilar floor joints/transitions unless a stone threshold is specifically referenced in the location.
15. Contractor to caulk or provide trim as necessary where flooring meets other material (i.e., floor drains, equipment pads, boxes, walls).
16. Contractor to furnish and install all striping, patterns, logos, or other markings on the floor as indicated on the Contract Documents.
17. Contractor to coordinate slab depressions if required with Concrete Contractor prior to pouring of any slab.

PART 3 – ALTERNATE SCOPE OF WORK

1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.

PART 4 – ALLOWANCES

1. There are no allowances with this scope of work.

END OF 09C SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 30% of this Package by cost with the Contractors own, in-house work forces. Subcontracting or brokering more than 70% of the work shall not be permitted.

Athletic Flooring Specific Scope of Work

1. 09D Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Athletic Flooring work in accordance with the complete set of Contract Documents.
2. 09D Contractor shall furnish and install all athletic flooring and accessories as referenced in Specification Sections 096566 Resilient Athletic Flooring and 096766 Fluid Applied Athletic Flooring, as required by the Contract Documents, including but not limited to all resilient athletic flooring and accessories, and polyurethane surfacing over high-performance resilient base mat, including all adhesives, resilient base mat, polyurethane sealer, polyurethane structure layer, surface topcoat and court markings.
3. 09D Contractor to provide floor preparation, including broom clean, as necessary to install work under this package.
4. The 03A Contractor is obligated to finish slabs in compliance with Specification Section 033000, which is commonly known as 1/4" in 10'. At new athletic floor areas, the 03A Contractor will be held to 1/8 inch in 10 feet or more stringent if specified. 09D Contractor to include floor prep and flash patching as necessary above and beyond this heightened requirement for their work and installation of material, no exclusion, all costs are part of base bid. Grinding of concrete is not part of this package and is to be assumed by the 03A Contractor provided this contractor gives proper notice of unacceptable conditions via providing a "grid" and "shooting" the floor no less than two weeks prior to the start of work.
5. 09D Contractor shall provide all layout and survey work necessary to complete their work as required by the Contract Documents.
6. 09D Contractor shall coordinate with the Construction Manager regarding layout of flooring prior to commencement of the work.
7. Contractors shall provide daily cleanup of all trash and debris generated by the work and place in dumpster furnished by the Construction Manager. Upon completion of each phase of work in any given area, the Contractor shall leave the area in broom clean condition. Should the Contractor's cleanup be unsatisfactory, the Construction Manager shall perform the work at the Contractor's expense.
8. 09D Contractor to provide transition or termination strips, whichever is suitable, at all dissimilar floor joints/transitions unless a stone threshold is specifically referenced in the location.
9. 09D Contractor to furnish and install all striping, patterns, logos, or other markings on the floor as indicated on the Contract Documents.
10. 09D Contractor to coordinate slab depressions with 03A Concrete Contractor.
11. The 09D Contractor shall include an underlayment moisture/vapor barrier as specified.

12. 06A Contractor shall furnish to the 09D Contractor required inserts for gym equipment for the 09D Contractor to install (inserts only). The 06A Contractor is required to core drill as necessary for 09D to complete installation. 09D Contractor to layout and install in athletic floor.

PART 3 – ALTERNATE SCOPE OF WORK

1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.

PART 4 – ALLOWANCES

1. There are no allowances with this scope of work.

END OF 09D SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 30% of this Package by cost with the Contractors own, in-house work forces. Subcontracting or brokering more than 70% of the work shall not be permitted.

Resinous Flooring Specific Scope of Work

1. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Resinous Flooring work in accordance with the complete set of Contract Documents.
2. Contractor shall furnish and install all flooring and accessories as referenced in Specification Sections 096723.01 Epoxy Resinous Flooring and 096723.02 Urethane Resinous Flooring, as required by the Contract Documents, including but not limited to moisture tests, floor treatments, flexible reinforcing membrane, control joint treatments, crack suppression and or isolation membranes, grout coats, sealers, joint, edge and termination strips, metal divider strips, abrasive strips, patterns and color(s) as indicated on the Contract Documents.
3. Contractor shall install integral cove base as indicated on the Contract Documents.
4. Contractor shall include waterproofing underfloor and behind integral cove base prior to installation of resinous flooring as required for installation as per manufacturers instructions.
5. Contractor includes replacement areas of destructive testing as specified for resinous flooring. Additional testing due to non-conformance will performed at the expense of this contractor.
6. Contractor to provide floor preparation as necessary to install work under this package.
7. The 03A Contractor is obligated to finish slabs in compliance with Specification Section 033000. 09E Contractor to include floor prep and flash patching as necessary for their work and installation of material, no exclusion, all costs are part of base bid. Grinding of concrete is not part of this package and is to be assumed by the 03A Contractor provided this contractor gives proper notice of unacceptable conditions two weeks prior the start of work.
8. Contractor shall provide all layout and survey work necessary to complete their work as required by the Contract Documents.
9. Contractor shall coordinate with the Construction Manager regarding layout of flooring prior to commencement of the work.
10. 9E Contractor will infill with grout around walk-in boxes where required as well as furnish and install finished flooring and base in walk-in boxes.
11. Contractors shall provide daily cleanup of all trash and debris generated by the work and place in dumpster furnished by the Construction Manager. Upon completion of each phase of work in any given area, the Contractor shall leave the area in broom clean condition. Should the Contractor's cleanup be unsatisfactory, the Construction Manager shall perform the work at the Contractor's expense.
12. Contractor to provide metal transition or termination strips, whichever is suitable, at all dissimilar wall and floor joints/transitions (I.e. where wall tile meets base and where flooring transitions to another flooring material).

13. Contractor to caulk or provide trim as necessary where flooring meets other material (i.e., floor drains, equipment pads, boxes, walls).
14. Contractor to coordinate slab depressions with 03A Contractor.
15. Contractor includes all mock-ups as required.

PART 3 – ALTERNATE SCOPE OF WORK

1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.

PART 4 – ALLOWANCES

1. There are no allowances with this scope of work.

END OF 09E SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 30% of this Package by cost with the Contractors own, in-house work forces. Subcontracting or brokering more than 70% of the work shall not be permitted.

Painting and Coatings Specific Scope of Work:

1. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Painting work in accordance with the complete set of Contract Documents.
2. Contractor shall furnish and install all priming, block filling, exterior and interior finish painting, fire and smoke assembly identification (stenciling), and high-performance coatings as required by the Contract Documents and Specification Sections 099000.
3. Contractor includes minor cleaning and scraping, preparation and staining of all concrete floors which are to be stained. Contractor to assume dark tinted stain despite any reference to the contrary. Two coats minimum, include all surfaces of housekeeping pads.
4. Contractor shall furnish and install all painting and finishing of interior and exterior exposed surfaces including, but not limited to, concrete, masonry, drywall, hollow metal frames and doors, access panels, railings (excluding prefinished or stainless steel), supports, structures, braces, exposed piping, exposed ductwork, exposed structural steel, exposed metal deck, miscellaneous metals, wood work and painted, sealed or coated floors and all others areas as required by the Contract Documents.
5. Contractor shall provide all required surface preparation prior to painting, including minor wipe down.
6. Unless stated otherwise, all coats of block fill, primer and paint are to be back rolled after spray installation.
7. Contractor shall be responsible for all minor touch-up and repainting work caused by installation of adjacent work.
8. Contractor shall paint all exposed mechanical room piping as required by the Contract Documents. Contractor shall paint all exposed piping, steel, deck and all exposed ductwork, as designated.
9. All rust and scale shall be sanded off of hollow metal doors and frames, exposed metal pan stairs, stringers, and bare areas primed by this Contractor.
10. Contractor shall not prime a surface until the previous Contractor has completed his work, and point up.
11. Contractors shall provide daily cleanup of all trash and debris generated by the work and place in dumpster furnished by the Construction Manager with the exception of material deemed as hazardous (i.e., epoxy, paint thinners, high performance coatings, etc.). Contractor must dispose of hazardous material offsite in a legal manner. Upon completion of each phase of work in any given area, the Contractor shall leave the area in broom clean condition. Should the Contractor's cleanup be unsatisfactory, the Construction Manager shall perform the work at the Contractor's expense.
12. Contractor to include proper preparation for painting of all galvanized materials specified to be painted.
13. Contractor shall be responsible for disposing of empty paint, sealer or any other chemical product or container off

site in a legal manner.

14. Contractor shall caulk drywall to CMU or concrete for clean end of wall or ceiling condition.
15. Contractor includes caulking of all interior hollow metal, and or aluminum frames, as well as interior side of all exterior hollow metal or aluminum frames. This includes jambs and heads.
16. Contractor to furnish and install all primers and special coatings as required at exterior steel columns.
17. Contractor shall reference Specification Section 099000, 210553, 220553 and 230553 for painting requirements. All mechanical/plumbing and electrical work, if required to be painted, is part of this Contractor's scope. This does not include stenciling of mechanical and electrical pipe and duct work.
18. The 15A and 16A Contractors shall provide all stenciling of mechanical piping, ductwork, equipment, conduit, etc. General painting of exposed piping ductwork, equipment, conduit, etc. will be performed by this Contractor.
19. Despite any reference to the contrary, the Contractor will furnish and install two (2) coats of blockfiller/primer to any substrate to receive finish paint.
20. Contractor to include stenciling/labeling of all fire walls, smoke walls, smoke partitions as directed by contract documents and by local jurisdiction.
21. Under no circumstance will contractor paint over fire or UL labels and or ratings, regardless if material or substrate is pre-primed. Labels and ratings are to be taped off by this contractor, or any and all costs to recertify labels or ratings will be at this contractor's expense. Tape to be removed after painting by 09F contractor.
22. Contractor is responsible for any rework as a result of dirt blown into finish, unless notice is given to the Construction Manager 72 hours prior to beginning work that the site is in need of cleaning. Start of work is acceptance of conditions.
23. Contractor to include any masking off of materials as required to properly protect other finished materials. Contractor to protect adjacent finished surfaces. Overspray to be cleaned at this contractor's expense.
24. Contractor to provide protection for all sprinkler heads during painting. Protection to be removed after painting by 09F contractor.
25. All hollow metal which is to be painted, door frames, window frames, doors, etc. are to be sprayed per the specifications. Brush or rolling will not be permitted. Therefore, protection of finished adjacent materials in complete and finished spaces is included and part of this contractor's scope of work.
26. Contractor acknowledges and includes painting of exposed metal deck, minimum 2 coats primer, 2 coats finish.
27. 06A Contractor includes infill of all hollow metal window, side light, borrowed light, etc. openings with plywood supported at 2'-0" OC as necessary as masonry progresses and frames are blocked in on lower floor(s) This is for security as well as weather protection. Removal of this material is by 06A to allow for painting of frames by 09F prior to permanent glass by 08A is installed. If 08A contractor installs glass prior to painting of frame, it will be the 08A contractor's responsibility to remove and reinstall after paint at no charge.

PART 3 – ALTERNATE SCOPE OF WORK

1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.

PART 4 – ALLOWANCES

1. There are no allowances with this scope of work.

END OF 09F SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 30% of this Package by cost with the Contractors own, in-house work forces. Subcontracting or brokering more than 70% of the work shall not be permitted.

Food Service Equipment Specific Scope of Work:

1. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of Food Service Equipment in accordance with the complete set of Contract Documents.
2. Contractor shall furnish and install all food service equipment as required by the Contract Documents. This includes hoods, and ventilators. Any custom-built, stainless-steel tables whether noted or not as kitchen equipment is included in this package. Any stainless-steel counter, sill, jamb, head etc. reference in the documents is to be furnished and installed under this package unless specifically assigned to others.
3. Contractor shall provide dimensioned shop drawings showing the location of all required mechanical and electrical rough-ins within twenty (20) days after receipt of Letter of Intent or Contract, whichever is issued first.
4. Two (2) weeks prior to Health Department Inspection, as well as again 1 week prior to occupancy, as directed by the Construction Manager, the Contractor shall thoroughly clean all equipment, glass and shelving under this Contract. Contractor shall clean floors as well as interior of all equipment or shelving provided..
5. Contractor shall furnish and install all sealants, caulking, and closure pieces required by local inspection agencies, NSF and the Contract Documents.
6. Mechanical and Electrical final connections will be performed by others. 11A Contractor shall provide all connectors, piping, integral wiring and piping, micro switches, as well as all equipment to equipment connections, cords with plugs, etc., incidental to this phase of the work. Coordinate with Electrical and Mechanical Contractors to provide complete installation. Provide details at submittal time of all electrical connections and plugs.
7. The Contractor shall coordinate the location of the Food Service Equipment with the 15A and 16A Contractors. The Contractor shall meet at the site with the 15A and 16A Contractors and jointly inspect and approve the layout, location, and elevations of all underslab rough-ins prior to installation of the concrete slab.
8. Contractor to layout and install under slab items as required by this section prior to placement of concrete.
9. Contractor to fire seal any penetrations created by this package as necessary.
10. Contractor shall furnish and install all splash guards around all items as necessary.
11. Contractor shall schedule and be present for all required inspections. Contractor shall coordinate with other trades regarding final inspections. Contractor shall be responsible for any costs associated with a re-inspection, if required.
12. Contractor shall take field dimensions prior to fabrication.
13. Contractor to furnish and install all support required to hang or support 11A equipment and hoods. This includes, but is not limited to, angles, rods, kindorf, etc. which is in addition to what is shown on the structural drawings.

14. Food service equipment is furnished and set in place by the 11A contractor. Kitchen hoods complete with control system are furnished and installed by the 11A contractor. 15A contractor includes ductwork, connections, fans, curbs, startup and balancing . Refer to Specification Sections 113013, 233113, and 233423.
15. Contractor to provide a detailed, dimensioned from column lines, point support plan to ensure all connection for attachment is to structural steel. Failure to provide point support plan during the BIM coordination process and the subsequent need for additional steel, coordination with other trades, or potential rework of installed materials is then the responsibility of this contractor.
16. Contractor is responsible to furnish and install roof curbs and caps for 11A equipment, and pipe penetration covers for refrigeration and power lines to 11A equipment. Curbs are to be a minimum of 20" above finished roofing and location coordinated with other roof top equipment prior to start of roofing. All curbs to be installed with a temporary removable sheet metal cap, adequately reinforced within curb to not allow for collapse per MOSH standards. Intent of temporary cap is to keep building weather tight. Cap to be stenciled in both English and Spanish "Hole, Fall Hazard, Do Not Stand, Step, Sit". When permanent roof equipment is to be set, Contractor to remove temporary sheet metal and install equipment per specifications. In the event due to size of curb the cap will have seams, all seams are to be caulked and weather tight. Temporary fixed or loose plywood and plastic is not acceptable. Prior to installation of equipment, this contractor is to install acoustical curb insulation and have factory representative inspection per specifications.
17. Contractor shall furnish and install poly, prefab floor, and insulation at walk-in. Resinous Flooring and base if required to be furnished and installed by 09E.
18. Any receptacle provided under this scope of work 6' or closer to a source of water (i.e., sink fume hoods, emergency shower, etc.) and all receptacles in the Kitchen shall be a "GFI" type whether indicated or not in the contract documents and included in base bid cost.
19. Contractor shall furnish and install any pads required for compressors installed under this contract package.
20. Contractor includes all caulking and sealing required during health department inspection of this scope of work.
21. Contractor shall provide all cutting, fitting, or patching required during installation at his own expense, so as to make the work conform to the plans and specifications.
22. Contractor shall not cut or otherwise alter, except with the consent of the Owner/CM, the work of any other Contractor.
23. Contractor shall provide cut-outs in foodservice equipment where required to run plumbing, electric, or steam lines through equipment items for final connections.
24. In the event any equipment is scheduled to be relocated from existing facilities, this contractor includes disconnect, relocation and reconnection of equipment as necessary as part of this scope.
25. Contractor includes offsite storage of all equipment being furnished under this package until site is ready for delivery and installation. Multiple mobilizations are anticipated.
26. Contractor responsible for all startup and testing prior to substantial completion and or health inspections, and Fire Marshall inspections. Contractor then responsible for final cleaning and adjustment of material furnished under this contract immediately prior to Owner Occupancy. Contractor also includes all related training of owner's staff one equipment provided under this package.
27. Contractor includes maintenance and warranty of all equipment furnished under this package per the specifications.

PART 3 – ALTERNATE SCOPE OF WORK

1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.

PART 4 – ALLOWANCES

1. There are no allowances with this scope of work.

END OF 11A SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 30% of this Package by cost with the Contractors own, in-house work forces. Subcontracting or brokering more than 70% of the work shall not be permitted.

Therapy Pool Specific Scope of Work:

1. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the therapy pool work in accordance with the complete set of Contract Documents.
2. Contractor to include all work shown or reasonable implied for a complete installation per SP-series drawings and Specification Sections 131100 Swimming Pool – General, 131110 Pool Shell Construction, 131120 Recirculation System, 131130 Swimming Pool Filtration System, 131140 Water Chemistry, and 131150 Deck Equipment.
3. 13A Contractor is responsible for providing all equipment and components as delineated on the SP-Series drawings, unless marked to the contrary.
4. Initially, the 02A Contractor shall establish rough grade for the pool area to within +/- 0.10' of the pool deck subgrade elevation. Once final approved shop drawings are available, the 13A Contractor is responsible to coordinate the mass excavation and backfill when needed by the 02A Contractor. Spoils to be centrally located at the direction of the Construction Manager for removal by 02A Contractor. Once excavated, it is then the 13A Contractor to include all crushed stone under all structures as required, perform pool installation, and coordinate backfill operation with 02A.
5. This site is labeled as “unclassified to design subgrade”. Therefore, the contractor will be responsible for all excavations down to proposed design subgrade, for work under this contract package, regardless of material being excavated, including rock, at no cost to the Owner. All excavation and or spoils from this work are to be centrally located by 13A for haul off by 02A.
6. The 13A Contractor shall be responsible for all de-watering of excavation as required during the pool installation.
7. Although rock is not anticipated, if encountered blasting is not allowed.
8. The 13A Contractor shall protect all excavations as required during construction.
9. The 13A Contractor shall be responsible for all surface water run-off control and any other area preparation or site work required prior and subsequent to start of pool construction.
10. 13A Contractor shall furnish and install the 5” perimeter deck drain, angles, rebar anchors, continuous sealant etc. for a complete system. Coordinate with the 03A Contractor who is responsible for furnishing and installing all concrete and stone work for the pool deck. Plumbing connections to the drain shall be by 15A Contractor.
11. 13A Contractor shall furnish and install all concrete walls, footings, pool structure, perimeter gutter systems, tiling, depth markers and signage inside the pool (depth markers and signage along the perimeter gutter system shall be furnish by 13A to the 03A contractor for installation), interior finish, and all other items inside of the

- pool. 13A Contractor shall furnish and install all deck and racing equipment, fixtures and recirculation systems, filtration equipment, chemical feed equipment, water level control equipment, water features, heat system, safety equipment, maintenance equipment, signage, all piping and plumbing to and from equipment, etc. as required by the Contract Documents.
12. 13A Contractor shall furnish and install any required sleeves and flexible penetration systems for all pipes passing through foundations or walls.
 13. 13A Contractor includes all applications and notifications to appropriate Health Department agencies for approvals, permits, and inspections as required.
 14. 15A Contractor includes furnish and installation of evacuator duct for pool system. 15A Contractor shall review all SP-series drawings and coordinate work with 13A contractor.
 15. 15A Contractor to furnish, install, and certify all backflow preventers.
 16. 16A Contractor to make all electrical connections for equipment in this scope of work. 13A Contractor to provide and set in place all required equipment and components, except for motor starters, VFDs and disconnect Switches, which are to be furnished by 16A, (with the exception of any items called for to be factory furnished by pool equipment vendor). 13A to coordinate location for installation by 16A for said motor starters, VFD's and or disconnect switches. . If 13A equipment is specified to be provided with factory furnished disconnects and 13A equipment fails to be provided in this fashion and owner still accepts equipment, the 13A Contractor is then responsible for all costs incurred by 16A to furnish and install disconnects in the field.
 17. In the event 3 phase equipment is required to have phase and voltage protection and monitors, 13A or 15A is to provide phase monitors as well as back box at all 3 phase equipment being provided by 13A or 15A, 16A to complete install. 16A is required to furnish and install own phase monitors and back boxes on all 3 phase equipment being furnished under the 16A contract. 16A has installation of backboxes, phase monitors and related power wiring, 15A and respective Controls subcontractor has respective control wiring.
 18. The 13A Contractor shall be responsible for incidental low-voltage (less than 110 volts) control wiring within the filter room.
 19. 13A Contractor shall provide initial start-up of the pool, balancing of pool water, initial chemical inventory, instructions to the Owner's personnel and written instructions on the proper operation of the pool equipment.
 20. The 13A Contractor is responsible for all caulking and sealing fir his work including the caulked expansion joint between the perimeter gutter system and the concrete pool deck.
 21. 13A Contractor is responsible for all layout for own work.
 22. 13A Contractor shall be responsible for initial filling of the pool.
 23. In the event fire safing, fire stopping, fire caulk, or fire rated infill is required to maintain rating of a slab or wall which is penetrated by this contractors work, 13A is to furnish and install as part of base bid.
 24. 13A Contractor is responsible for all water required for construction of pool, inclusive of final fill(s) of pool.
 25. There is expected to be an extended duration from time of substantial completion to building occupancy and use, approximately January 2021 through April of 2021. At contractor's option, contractor can either drain pool immediately following final pool inspection and fill prior to building occupancy (including chemical rebalancing of pool as necessary for use by owner), or, for the same time frame, Contractor can perform weekly maintenance and upkeep of the pool until building is occupied by owner, expected no later than April 2021.

PART 3 – ALTERNATE SCOPE OF WORK

1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.

PART 4 – ALLOWANCES

1. There are no allowances in this scope of work.

END OF 13A SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 30% of this Package by cost with the Contractors own, in-house work forces. Subcontracting or brokering more than 70% of the work shall not be permitted.

Mechanical Specific Scope of Work:

1. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of Mechanical work in accordance with the complete set of Contract Documents.
2. Contractor shall obtain all required trade permits, secure all inspections and provide all tests and certifications required by the Contract Documents to obtain a Use and Occupancy permit. This also includes any and all required boiler and fuel burning permits. All permits are to be listed on the SOV with a respective dollar amount, and as permits are furnished, monies will be released as if any other line item of work.
3. 15A Contractor shall furnish and install all plumbing, heating, ventilating, air conditioning, and drain tile as required by the Contract Documents, including but not limited to, oil piping, gas piping, insulation, HVAC units, unit heaters, AHU's, split systems, VRFs, floor sinks, tanks and associated piping, fin tube, testing and balancing, fans, ductwork, diffusers, grilles, dampers, automatic temperature control, and all other items required for a complete mechanical installation. Furnish and install all louvers required, including Architectural louvers. This includes flashings, blank-off plate, caulk and any incidentals required for a complete installation.
4. Frederick County Public Schools [FCPS] will be procuring the controls package for this project utilizing the NJPA Contract #030817-JHN with Johnson Controls Inc [JCI]. Once under contract to FCPS, the JCI contract package will then be assigned by FCPS to the successful 15A Contractor to be fully managed, coordinated, and installed etc. 15A Contractor will be responsible for all coordination required to provide a complete functional controls system. This includes, but is not limited to, management, scheduling, submittals, shop drawings, coordination with JCI as well as other trades, commissioning agent(s), and contract close-out. All costs for such work shall be included in the base bid as if the controls was to be procured direct by the 15A Contractor.
5. 15A Contractor is to furnish and install downspout guards/boots and subsequent below grade piping to the 02A system. 07A contractor has connection of downspout to boot.
6. 15A Contractor includes furnish and installation of evacuator duct for pool system. 15A Contractor shall review all SP-series drawings and coordinate work with 13A contractor. This Contractor is responsible for including all items referenced to be by the Mechanical (D23) or Plumbing (D22) Contractor. 13A Contractor shall furnish and install the 5" perimeter deck drain, angles, rebar anchors, continuous sealant etc. for a complete system. Both the 13A and 15A Contractors are to coordinate with the 03A Contractor who is responsible for furnishing and installing all concrete and stone work for the pool deck. Plumbing connections to the pool drain shall be by 15A Contractor.
7. The 02A is responsible to bring both the domestic and fire protection service to a point within 5' of the building exterior as shown. The 15A contractor is then responsible to bring both services into the building from five feet outside of the building. Once into the building the 15A contractor is responsible for the pipe, fittings, flanges up to and including the backflow preventer for the sprinkler service. The 15B contractor will be responsible to begin work at the building side flange of the backflow preventer. The 15A contractor is responsible for certification of backflow preventer.

8. The 15A Contractor is responsible for all water, sanitary, storm, mechanical and gas piping interior to the building to a point 5' outside of the building footprint. The 15A contractor is responsible for installation of grease trap/interceptor complete, regardless of location, and all associated piping from the building to the grease trap/interceptor entering invert, as well as vent piping off grease trap/interceptor, the 02A contractor is responsible for all piping from the exit invert and beyond.
9. The 15A Contractor shall furnish and install all gas lines from the building to the generator and hook-up to the generator as required.
10. The 15A Contractor shall furnish and install a complete radon system required by the Contract Documents.
11. 15A Contractor will furnish and install grease trap(s), and/or grease interceptor(s) and all associated piping and accessories as required by the contract documents. In the event a concrete base or flotation collar is required, this concrete work is to be performed by the 03A contractor. All required excavation, backfill and coordination of concrete work is by the 15A contractor.
12. Contractor shall furnish and install all roof curbs, equipment supports, preformed flashing sleeves for own work. All roof curbs provided under this contract shall be no lower than 20" above finished roof surface and when set. All curbs to be installed with a temporary removable sheet metal cap, adequately reinforced within curb to not allow for collapse per MOSH standards. Intent of temporary cap is to keep building weather tight. Cap to be stenciled in both English and Spanish "Hole, Fall Hazard, Do Not Stand, Step, Sit". When permanent roof equipment is to be set, Contractor to remove temporary sheet metal and install equipment per specifications. In the event due to size of curb the cap will have seams, all seams are to be caulked and weather tight. Temporary fixed or loose plywood and plastic is not acceptable. Prior to installation of equipment, this contractor is to install acoustical curb insulation and have factory representative inspection per specifications.
13. 15A Contractor to insulate and waterproof all exposed to the elements exterior ductwork, whether shown or not.
14. 15A shall provide temporary rain leader piping at roof drains with water being directed to the exterior of the building, sufficiently away from exterior perimeter, as directed by Construction Manager. Temporary piping to remain in place until permanent tie-in can be made and is functional.
15. Despite being shown or not, 15A includes at roof drains, first fitting below roof drain to be a T-fitting with cleanout, except at roof drains over kitchen spaces.
16. Contractor shall coordinate with 02A and 03A Contractor regarding underground work, mechanical openings, and embedded items. Coordinate with 04A, 05A and 09A Contractors regarding duct openings, pipe sleeves, and embedded piping. Contractor shall provide field layout for ductwork penetrations, and sleeves and layout for pipe penetrations.
17. The 15A Contractor will provide sufficient crew size to stay ahead of concrete slab work until all underground work is complete. In the event 15A fails to complete rough in prior to scheduled slab pour, costs to block out, remove, or repair slabs rest solely on the 15A Contractor.
18. Any wall penetration required by other trades which has a diameter or horizontal dimension greater than 12" shall require a lintel or sleeve be installed. Locations which are to be steel beam or hung plate which are clearly called out on the structural drawings and will be furnished by 05A, and depending on connection, installed by either 04A or 05A. Both the 15A, 15B and 16A contractors are to furnish pipe sleeves regardless of pipe size, installed by 04A or 09A. For all duct/damper openings above ceiling, 15A is to provide steel angles, installed by 04A. For all duct/damper openings below ceiling and exposed, it is assumed to be a concrete U lintel, precast lintel or bond beam, where allowed by the structural drawings, by 04A. All openings in fire walls are to have either a precast lintel, concrete U lintel or concrete portal. Steel is not permitted in fire wall openings. In the event it is a concrete portal, all reinforcing and concrete is by 03A. If detailed as a precast lintel or concrete U lintel, they are furnished and installed by 04A.
19. Contractor shall coordinate with 05A Contractor regarding openings, supports, framing, and bracing for mechanical

equipment. Contractor shall, within fifteen (15) days of Notice to Proceed, furnish to the 05A Contractor, through the construction manager, a complete marked-up steel drawing showing actual openings, layout, support and fabrication dimensions necessary for detailing and fabrication of steel with relation to plumbing and mechanical work. Dimension to be referenced off of column lines. Any opening or support required but not shown on structural drawings for 15A work is the responsibility of 15A. This includes any channel, joist bracing, hangers, steel, and all other incidentals required including painting of welds.

20. At the new structure, and when water is available, Contractor shall provide temporary water services as directed by the Construction Manager. A minimum of three (3) hose bib locations shall be provided. Weather protection of hose bibbs is 15A responsibility. 15A contractor is responsible for all means and methods to provide temporary water services and shall pay all fees associated with the service.
21. Contractor shall furnish all access panels required for proper access to installed mechanical work, in all surfaces. Access panels to be keyed and fire rated as necessary. Installation is by the 09A Contractor.
22. Contractor shall provide fire safing and fire caulk as necessary at all 15A penetrations through walls or floors.
23. 15A Contractor shall be required to furnish layout for all concrete pads related to the work in this package, including concrete housekeeping pads, equipment bases, gas meter pad, above ground tank pad, roof top units, blockouts and all other mechanical equipment. This includes interior and exterior locations. All interior and exterior concrete pads, foundations, retention collars, and reinforcement for 15A equipment are to be furnished and installed by 03A. If concrete is not shown, but required, or if pad shown is smaller than required 15A equipment, 15A is responsible for all cost increases by the 03A Contractor as part of base bid.
24. 15A Contractor's equipment is expected to have n housekeeping pads under all mechanical equipment, which sits on the floor or at grade. Pad shall be a minimum of 4" high unless another height is specifically indicated. Pad is to be 4" larger then perimeter of respective piece of equipment sitting on pad, unless specifically indicated elsewhere as otherwise.
25. The 15A Contractor will be responsible for all work required for suspended mechanical equipment support.
26. Contractor shall caulk around all plumbing fixtures.
27. Contractor shall protect all drains/cleanouts with tape or appropriate material to prevent debris generated by other Contractors from clogging drainage piping. Contractor shall be responsible for removing and cleaning off of protective material.
28. Despite any reference to the contrary, all cleanouts and floor drains are to be sleeved. 15A to then set final elevation at start of floor finishes, 15A to grout in place as necessary to ensure smooth finish and transition with future floor finishes.
29. Despite any reference to the contrary, all cleanout covers in floors are to be circular.
30. Ducts to all louvers to be sloped to exterior and flashed/waterproofed as necessary to maintain a watertight interface between duct and louver. Provisions, as necessary, to be provided to allow water to weep out of louver to exterior. If necessary, duct to be provided with a drain and piped to closest storm drain or out of exterior wall as directed by Architect/Construction Manager. In the event permanent louver is not available, contractor includes temporary louvers as necessary at all electric room, data rooms, or elevator machine rooms. All work, as referenced above, is part of base bid cost.
31. The Contractor shall be responsible for the final connections to items such as, but not limited to, food service equipment, casework, residential equipment and appliances. Final connections include all ductwork connections, pipe connections, hose connections, water, gas, air or sanitary.
32. Food service equipment is furnished and set in place by the 11A contractor. Kitchen hoods complete with control system are furnished and installed by the 11A contractor. 15A contractor includes ductwork, connections, fans,

curbs, startup and balancing of kitchen fans under this package. Refer to Specification Sections 113013, 233113, and 233423. 11A Contractor is responsible for reviewing the Kitchen Equipment Drawings and Specifications and including all items referenced to be by the Mechanical (D23) or Plumbing (D22) Contractors.

33. The Contractor shall immediately provide and maintain properly secured and labeled protective covers over all deck and roof penetrations left for his work.
34. In the event high or low voltage is required, but not shown for ATC or mechanical equipment, the 15A Contractor will be responsible for providing all provisions necessary to energize and make complete. This includes, but is not limited to, conduit, wiring, and final connection to breaker and equipment.
35. Permanent heat and cooling start-ups will take place within fifteen (15) days prior to the date of Substantial Completion, as directed by the Construction Manager. The permanent heating/cooling system may remain in operation following start-ups, as directed by the Construction Manager. 15A will furnish, install, and maintain any and all filters as necessary (permanent and/or temporary), no less than every fifteen (15) days. The Contractor will provide a complete filter change on all units, within three (3) days prior to Substantial Completion. The warranty for all equipment commences on the date of substantial completion. Any cost for extended warranty due to start up are to be included in bid price.
36. 16A Contractor shall coordinate with Mechanical Contractor regarding motor starters for mechanical equipment. 16A Contractor shall furnish and install all motor starters, contactors, safety switches, disconnect switches, phase and voltage protection, except for those items which are called for to be factory furnished or integral to the equipment. These integral items shall be provided and installed by the respective Contractor providing the equipment. If 15A equipment is specified to be provided with factory furnished disconnects and 15A equipment fails to be provided in this fashion and owner still accepts equipment, the 15A Contractor is then responsible for all costs incurred by 16A to furnish and install disconnects in the field.
37. In the event 3 phase equipment is required to have phase and voltage protection and monitors; 15A is to provide phase monitors as well as back box at all 3 phase equipment being provided by 15A, 16A to complete install. 16A is required to furnish and install own phase monitors and back boxes on all 3 phase equipment being furnished under the 16A contract. 16A has installation of backboxes, phase monitors and related power wiring, 15A and respective Controls subcontractor has respective control wiring.
38. 15A Contractor to furnish any variable speed drives (VSD's) and variable frequency drives (VFD's) for equipment being furnished under this package. This equipment is also to include separate independent phase monitoring and backboxes. Installation of VSD's, VFD's, phase monitoring and backboxes are by 16A.
39. 15A Contractor to furnish and install splash block or rip rap for roof overflow drains if required.
40. 15A Contractor to furnish and install roof overflow scuppers and associated caulk.
41. Contractor will provide coordinated layout drawings for all mechanical work. This is to be coordinated with foundations, piles, structural steel, catwalks, pipe supports, acoustical baffles/panels, finished ceiling, and electrical lighting/devices. This includes roof drainage piping/overflow piping route to point of tie in at grade or point of exit out of building.
42. Trap primer lines cannot be run in the slab. All trap primer rough-in must be under deck for elevated slabs, and in stone/gravel subgrade at slab on grade.
43. 15A Contractor will stockpile any spoils in areas directed by the Construction Manager associated with 15A work for removal offsite by the 02A Contractor.
44. Contractor will dewater excavations as necessary to maintain progress for work in this package.
45. Contractors shall provide daily cleanup of all trash and debris generated by the work and place in dumpster furnished by Construction Manager. The Contractor shall leave the area in broom clean condition daily. Should the

- Contractor's cleanup be unsatisfactory, the Construction Manager shall perform the work at the Contractor's expense.
46. Contractor will be responsible for all grading, backfill, concrete, and any other items associated with exterior equipment furnished under the 15A package.
 47. Contractor will be responsible to regrade and compact subgrade when disturbed by 15A work. If subgrade is made unsuitable by this work, 15A will undercut and replace at no-cost change.
 48. Contractor shall secure pressure vessel and boiler inspection as required by the State of Maryland.
 49. This site is labeled as "unclassified to design subgrade". Therefore, the contractor will be responsible for all excavations down to proposed design subgrade, for work under this contract package, regardless of material being excavated, including rock, at no cost to the Owner. All excavation and or spoils from this work are to be centrally located by 15A for haul off by 02A.
 50. 15A to backfill all underground work being provided with this package with #57 stone and/or concrete as required by utility company, despite any reference to the contrary.
 51. 06A is to furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements for general building protection. All Trades are to provide fire extinguishers, blankets, and any other provisions for burning, welding, soldering, braising, or any hot/fire work performed by the Contractor in performance of their work in any area as specifically necessary.
 52. Contractor will provide 5/8" plywood over 2" thick rigid insulation board as roof protection while working on the roof.
 53. In the event fire safing, fire stopping, fire caulk, or fire rated infill is required to maintain rating of a slab in a shaft or chase assembly, and at pipe or duct penetrations but not shown, 15A is to furnish and install as part of base bid.
 54. Contractor to furnish and install all trench drains, piping, and incidentals with accessible backwater valve preventers whether indicated or not.
 55. No piping can be run over, through electric rooms, or over electric panels unless specifically shown. If shown, 15A and or 15B (as applicable for their piping) is to provide sheet metal drip pans as necessary with drain pipe run as necessary to closest pipe and drain per code.
 56. Commissioning Authority duties per Specification Section 230800 will be performed by Owner. 15A is responsible to coordinate and include all costs in base bid to work with the Commissioning Authorities and provide labor, material, equipment, and incidentals as referenced to enable commissioning to be completed as specified, for work installed under this contract package.
 57. The 15A and 16A Contractors shall provide all stenciling of mechanical piping, ductwork, equipment, conduit, etc. General painting of exposed piping ductwork, equipment, conduit, etc. will be performed by the 09F Painting Contractor.
 58. 15A Contractor will furnish and install any sleeves or conduit required for refrigeration and/or condensate lines per Specification Section 114000.
 59. The 15A Contractor shall, within fifteen (15) days of award of contract, provide coordination drawings showing the location and elevation of all underground piping. The drawing shall also include the location and dimensions of all required mechanical trenches and slab depressions.
 60. 15A Contractor is responsible for all water and air Testing, Adjusting and Balancing (TABs) per Specification Section 230593. All costs are to be part of base bid, inclusive of all adjustments, required retesting and final balance reports.

61. The 15A Contractor will provide HVAC and Domestic water treatment complete as specified in the contract documents. With respect to Domestic water, contractor includes replacing water filters at substantial completion as well as 6 months after substantial completion.
62. Despite any reference to the contrary, the 15A Contractor will furnish and install floor mounted, concealed arm type, fixture carriers for all wall mounted plumbing fixtures including drinking fountains.
63. Penetrations that are required through structural steel members are to be provided by the 5A Contractor. 15A and 16A shall coordinate with 5A for penetration locations.
64. The 15A Contractor shall provide temporary heat. Temporary heat shall be installed and operating in each building area or portion thereof that has been enclosed with temporary doors and windows in any given area. Contractor shall provide temporary heating as required to protect all construction materials from the potential adverse effects of low temperature. This Contractor shall achieve by use of temporary equipment until the permanent systems can be utilized. Temporary heat will be required from approximately October 15, 2020 through February 15, 2021.
65. Despite the requirement to have temporary heating through 2/15/2021, Substantial Completion is expected no later than January 2021. Contractor is responsible to have permanent equipment functioning 15 days prior to substantial completion. Contractor is then responsible for all costs with obtaining extended warranties from January 2021 to the expected occupancy date of April 5, 2021, at which time the warranty periods per the specifications would begin.
66. The 15A Contractor is responsible for all temporary heating and cooling, ventilation etc. as specified in Specification Section 015000. If a more stringent requirement for temporary HVAC is specified in section 015000 then it shall take precedence.
67. Contractor to furnish, install and certify "tagging" all backflow preventers including backflow preventer for Sprinkler System and Pool System.
68. In addition to the BIM requirements in the General Scope, contractor is required to also model:
 - a. Code required clearances around all equipment and disconnects being furnished under this package
 - b. Code required access to all duct fire and or smoke dampers
 - c. Access and required clearances for removal of all filters being furnished under this package
69. Despite any reference to the contrary, Contractor includes all costs with utilization of LEED compliant duct sealer capable of being installed to zero degrees Fahrenheit.
70. Despite any reference to the contrary, "Spray" installed duct sealant will not be acceptable.
71. Contractor includes all provisions related to and cost of performing tests and all retests for the indoor air quality testing.
72. The 15A contractor is to furnish and install all required heat trace on plumbing and mechanical piping. The 15B contractor is to furnish and install all required heat trace on sprinkler piping. 16A to have final electrical connection.
73. Contractor includes all layout, support, demolition, saw cutting, slab removal, core drilling etc. required to install work (piping, equipment, ductwork, dampers, insulation, conduit etc.) being performed under this package.
74. In addition to the requirement of providing daily cleanup of self-generated debris from work and or workers, the 04A, 06A, 09A, 15A and 16A contractors are to include 1 man per every 15 men contractor has onsite, with a mandatory minimum of one man if contractor has less than 15 men onsite. This requirement will be utilized for contractors to participate in a composite cleanup crew. Composite cleanup days will be every Wednesday from 7am to 2pm. Construction Manager will provide trash carts, dumpsters and sweeping compounds, all other equipment, PPE or otherwise, i.e. brooms, shovels, etc., are to be contractor provided.

75. Annunciator Panel, Panel Schedules, Equipment Schedules and the alike are to include final room numbering and naming. Coordinate with 06A Contractor and final project signage.
76. Despite any reference to the contrary, the use of beam clamps to support hangers from bar joists will not be tolerated. Beam clamps are acceptable on beams. All hangers needing to attach to bar joists are to be through bolted through the chords of the joists. In the event this cannot be located within the required distance to a panel point, this contractor will be responsible for any additional angle needed to move load to top chord, as directed by structural engineer or joist manufacturer.

PART 3 – ALTERNATE SCOPE OF WORK

1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.

PART 4 – ALLOWANCES

1. Contractor to include an allowance of \$10,000 for potential modification required for plumbing and mechanical connections associated with the Greenhouse add alternate #3. In the event the greenhouse is accepted, the final design will be provided by the 06A contractor to the MEP Contractors to finalize pricing as the final design is expected to vary from what is currently in the bid documents. The intent of this allowance is to cover any potential add due to the final design. In the event the cost is more than this allowance, an additive change order will be issued. In the event the final design is less than what is currently shown in the bid documents, a deduct will be issued as well as a deduct for this unused allowance.

END OF 15A SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 30% of this Package by cost with the Contractors own, in-house work forces. Subcontracting or brokering more than 70% of the work shall not be permitted.

Sprinkler Specific Scope of Work:

1. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Sprinkler work in accordance with the complete set of Contract Documents.
2. Contractor shall design, engineer, furnish and install all fire protection systems as required by the contract documents, including but not limited to, pipe, fittings, fire pump (Add Alternate #9) , jockey pump, air compressors (if shown), valves, drivers, switches, FDC's, controllers, tamper switches, flow switches, trim, sprinkler heads, etc. and all other items required for a complete sprinkler system installation. This includes testing and flushing as required.
3. Fire hydrant flushing is the responsibility of the 02A contractor. Fire pump testing is the responsibility of the 15B contractor. This contractor includes all required hose to allow for water during fire pump test to not flood adjacent grounds, and is going to closest direct inlet.
4. Prior to start of design, contractor to perform hydrant flow test to confirm available pressure given by design team.
5. Contractor shall coordinate with 03A Contractor regarding underground work and embedded items. Coordinate with 04A, 05A and 09A Contractors regarding pipe sleeves, and embedded piping. Contractor shall provide field layout for sleeves and layout for pipe penetrations.
6. Contractor shall obtain all required permits, secure all inspections and provide all tests and certifications required by the Contract Documents and local government agencies to obtain a Use and Occupancy permit. Contractor includes all final signage, plaques and tagging as necessary and related to this scope of work.
7. Contractor to include heads located within casework, display cases, under stairwells, at window "boxes" or bulkheads, etc. as required by local AHJ at no additional cost to the Owner or Construction Manager.
8. Contractor shall furnish all access panels required for proper access to installed Sprinkler work, in all surfaces.
9. Contractor shall provide fire safing and fire caulk as necessary at all 15B penetrations through walls or floors regardless of timing of installation of piping. Within stairwells, at main or mid-level landings, penetrations do not need to be fire caulked or sleeved. These penetrations to be neatly core drilled and caulked for water tightness to prevent damage to finishes below from maintenance operations. Penetrations through stairwell walls are to be fire caulked at both the stairwell side as well as the adjacent space side of wall.
10. Contractor shall be required to layout for all concrete pads related to the work in this package, forming, pouring and finishing, stripping of forms for concrete is to be by 03A. Pads at a minimum shall be 4" high, and 4" larger in all directions than the perimeter of the piece of equipment sitting on top of them, unless specifically indicated otherwise elsewhere.
11. The 15B Contractor will be responsible for support of own system. Use of "Sammy" hangers at roof deck will not

be permitted, all supports are to be structure. Contractor to provide intermediate support points as necessary via trapeze or approved equal method. Contractor to provide submittal showing layout of entire system, all hangers, and each expected load on each hanger for review and approval by structural engineer.

12. Despite any reference to the contrary, the use of beam clamps to support hangers from bar joists will not be tolerated. Beam clamps are acceptable on beams. All hangers needing to attach to bar joists are to be through bolted through the chords of the joists. In the event this cannot be located within the required distance to a panel point, this contractor will be responsible for any additional angle needed to move load to top chord, as directed by structural engineer or joist manufacturer.
13. In the event low voltage is required, but not shown for sprinkler equipment, the 15B Contractor will be responsible for providing all provisions necessary to energize and make complete. This includes, but is not limited to, conduit, wiring, and final connection to breaker and equipment.
14. 16A Contractor shall coordinate with 15B Contractor regarding devices for sprinkler equipment. 15B contractor shall furnish and install all flows control valves, tamper switches, alarm gongs, and any other devices as it relates to 15B work, inclusive of switch on backflow preventer being provided by 15A.. 16A shall furnish flow switches to be installed by the 15B contractor.
15. 15B Contractor shall furnish and install splash block or rip rap for sprinkler drains at exterior as to prevent damage or washout of landscaping.
16. No piping can be run over, through electric rooms, or over electric panels unless specifically shown. If shown, 15A and or 15B (as applicable for their piping) is to provide sheet metal drip pans as necessary with drain pipe run as necessary to closest pipe and drain per code.
17. Penetrations if required through structural steel members are to be provided by the 5A Contractor after approval from structural engineer of record. 15B shall coordinate with structural engineer of record and 5A for penetration locations.
18. The 15B and 16A Contractors shall submit concurrently to the State Fire Marshal a coordinated sprinkler system/fire alarm system submittal in accordance with the Fire Marshal's requirements. The Contractors shall provide the required coordinated submittal in its entirety within forty-five (45) days of Contract Award or Notice to Proceed, whichever is issued first. Fire Alarm and Fire Sprinkler zoning is to match identically.
19. All stenciling and or identification of 15B work is to be performed by the 15B contractor.
20. The 02A is responsible to bring both the domestic and fire protection service to a point within 5' of the building exterior as shown. The 15A contractor is then responsible to bring both services into the building from five feet outside of the building. Once into the building the 15A contractor is responsible for the pipe, fittings, flanges up to and including the backflow preventer for the sprinkler service. The 15B contractor will be responsible to begin work at the building side flange of the backflow preventer. The 15A contractor is responsible for certification of backflow preventer.
21. 15B Contractor to ensure final location of building FDC is within 100' of an exterior fire hydrant.
22. In the event low point drains are required, Contractor includes all drain piping to the building exterior. This is to be considered during the design and BIM coordination process. It is preferred all draining is to be completed from valves within stairwells. Any and all low point drains are to be approved by the design team prior to fabrication of sprinkler system piping.
23. In the event flex heads are not utilized, 15B Contractor includes field cutting of all arm overs and final drops to head location. No shop cut arms overs or drops are permitted due to the nature of ceiling grid work. Contractor includes final head location adjustments in relation to final grid location at no extra cost.

24. In the event flex heads are not utilized, despite being code compliant, direct side outlets of head piping will not be tolerated. Sprinkler head piping is to include two 90 degree return bends back to branch or main line. In the event this cannot happen, each location is to be brought to Construction Manager for approval.
25. Contractor includes furnish and installation of cabinet to store extra heads, escutcheons and wrenches. Contractor to include PVC sleeves with screw end caps for dry head storage, to be hung adjacent to the cabinet.
26. In the event a fire pump is required, Contractor to assist in coordination of all electrical requirements of the fire pump.
27. In the event standpipes are required by code, contractor includes all piping, hose connections, cabinets (fire rated), etc. for a complete system.
28. Contractor includes all cages at all exposed head locations.
29. The 15A contractor is to furnish and install all required heat trace on plumbing and mechanical piping. The 15B contractor is to furnish and install all required heat trace on sprinkler piping. 16A to have final electrical connection.
30. Any wall penetration required by other trades which has a diameter or horizontal dimension greater than 12" shall require a lintel or sleeve be installed. Locations which are to be steel beam or hung plate which are clearly called out on the structural drawings and will be furnished by 05A, and depending on connection, installed by either 04A or 05A. Both the 15A, 15B and 16A contractors are to furnish pipe sleeves regardless of pipe size, installed by 04A or 09A. For all duct/damper openings above ceiling, 15A is to provide steel angles, installed by 04A. For all duct/damper openings below ceiling and exposed, it is assumed to be a concrete U lintel, precast lintel or bond beam, where allowed by the structural drawings, by 04A. All openings in fire walls are to have either a precast lintel, concrete U lintel or concrete portal. Steel is not permitted in fire wall openings. In the event it is a concrete portal, all reinforcing and concrete is by 03A. If detailed as a precast lintel or concrete U lintel, they are furnished and installed by 04A.

PART 3 – ALTERNATE SCOPE OF WORK

1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.

PART 4 – ALLOWANCES

1. Contractor to include an allowance of \$5,000 for potential modification required for sprinkler connections associated with the Greenhouse add alternate #3. In the event the greenhouse is accepted, the final design will be provided by the 06A contractor to the MEP Contractors to finalize pricing as the final design is expected to vary from what is currently in the bid documents. The intent of this allowance is to cover any potential add due to the final design. In the event the cost is more than this allowance, an additive change order will be issued. In the event the final design is less than what is currently shown in the bid documents, a deduct will be issued as well as a deduct for this unused allowance.

END OF 15B SECTION

PART 2 – SPECIFIC SCOPE OF WORK

1. Contractor has reviewed and understands the Contract Package / Specification Cross Reference listed under Section 002413.
2. Contractor includes General Scope of Work listed under Part 1 of Section 002416.
3. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Site work in accordance with the complete set of Contract Documents.
4. The Contractor shall perform at least 30% of this Package by cost with the Contractors own, in-house work forces. Subcontracting or brokering more than 70% of the work shall not be permitted.

Electrical Specific Scope of Work:

1. Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of the Electrical work in accordance with the complete set of Contract Documents.
2. Contractor shall furnish and install all electrical work indicated in the Contract Documents, including, but not limited to switchgear, panels, transformers, emergency generator, light fixtures, conduit, wire, electrical devices, stage lighting, supports, telecommunications, A/V systems, intercoms, clocks, security, fire alarm and all Division 26, 27, and 28 complete, required for a complete installation.
3. Provide and maintain adequate temporary lighting, ten (10) foot candles in all interior areas or as per MOSH/OSHA codes whichever is greater,
4. Provide adequate temporary electrical service for all trades. This includes but is not limited to multiple, 208 volt service hookups for, Masonry, Resinous Flooring, and Tile installations.
5. Contractor shall furnish and install temporary power to the Construction Manager's trailer complex and maintain power to ensure no power disruptions throughout the project. Until permanent service from Potomac Edison can be installed, contractor shall make provisions to provide, install and maintain generator, rental costs, fuel and required electrical connections to Construction Manager's as well as 02A, 03A, 04A, 15A and 16A's trailers anticipated to be in the same complex. At contract award, the 16A Contractor shall contact, apply for in Construction Managers name, and coordinate with Potomac Edison to install, maintain and distribute temporary electrical service to the trailer compound. This will include a minimum 200 amp service, to each trailer, inclusive of any required temporary poles, sheds, underground work, conduit, wire, etc. Temporary services to be coordinated with contract work and buried wherever possible. The connection charge is handled through the contract allowance referenced in Part 4 of this specific scope. All other costs, materials, conduits, feeders, etc to establish this temporary power is considered to be in the base bid of this contractor. This account is to be created in the Construction Manager's name as the Construction Manager is responsible for the monthly charges until project completion, at which time this account will be closed.
6. Contractor shall contact, apply for in Construction Managers name, and coordinate with Potomac Edison to install, maintain and distribute temporary electrical service to the site. This will include a minimum 600 amp service, to the building pad with distribution points located at Construction Manager's direction. Temporary services to be coordinated with contract work and buried wherever possible. The connection charge is handled through the contract allowance referenced in Part 4 of this specific scope.. All other costs, materials, conduits, feeders, etc to establish this temporary power service is considered to be in the base bid of this contractor. This account is to be created in the Construction Manager's name as the Construction Manager is responsible for the monthly charges until which time permanent service can be established, at which time this account will be closed. Temporary service to the building pad must be installed no later than February 15, 2020, or the 16A Contractor will then be required to provide, and or rent, and maintain temporary generator(s) and fuel capable of providing service as described above, until temporary or permanent service is installed by Utility Company, whichever is sooner.

7. The 16A Contractor is responsible for all temporary electric service, telecom etc. as specified in Specification Section 015000. If a more stringent requirement for temporary services is specified in section 015000 then it shall take precedence.
8. Contractor shall contact, apply for in Owner's name, and coordinate with Potomac Edison to install, maintain and distribute permanent electrical service to the building(s). This account is to be created in the Owner's name as the Owner is responsible for the monthly charges. The connection charge for permanent service will be paid direct by Owner. All other costs, materials, conduits, feeders, etc to establish this permanent power service is considered to be in the base bid of this contractor.
9. 16A Contractor is responsible for furnishing and installing all incidentals inclusive of conduit, conductors and pads as per Potomac Edison requirements for permanent power. Primary and Secondary ductbanks are to be encased in concrete per Potomac Edison requirements.
10. Contractor includes certification of all utility company primary and secondary ductbanks via use of a 8" mandrel.
11. Contractor shall coordinate with 03A, 04A, 05A, 09A, and 09B Contractors and provide all required embedded items, including, but not limited to, sleeves, conduit, boxes, panel boxes, etc. included in this Contract Package. The Contractor shall be responsible for the proper location and installation of all embedded items. The 16A Contractor will make sure boxes in CMU are installed plumb and flush with CMU as necessary. Boxes will be supported as necessary to avoid movement as CMU progresses. Boxes set in cmu or other substrate but then have a surface finish material such as tile, contractor to include all required extension rings
12. Any wall penetration required by other trades which has a diameter or horizontal dimension greater than 12" shall require a lintel or sleeve be installed. Locations which are to be steel beam or hung plate which are clearly called out on the structural drawings and will be furnished by 05A, and depending on connection, installed by either 04A or 05A. Both the 15A, 15B and 16A contractors are to furnish pipe sleeves regardless of pipe size, installed by 04A or 09A. For all duct/damper openings above ceiling, 15A is to provide steel angles, installed by 04A. For all duct/damper openings below ceiling and exposed, it is assumed to be a concrete U lintel, precast lintel or bond beam, where allowed by the structural drawings, by 04A. All openings in fire walls are to have either a precast lintel, concrete U lintel or concrete portal. Steel is not permitted in fire wall openings. In the event it is a concrete portal, all reinforcing and concrete is by 03A. If detailed as a precast lintel or concrete U lintel, they are furnished and installed by 04A.
13. Contractor shall obtain all required permits, secure all inspections and provide all test and inspections required by the Contract Documents to obtain a Use and Occupancy permit.
14. Contractor will meet with Fire Marshall to review and receive comments on annunciator panel including coordination of final room numbering prior to release for fabrication.
15. 16A Contractor shall provide 15A Contractor with a temporary Data Line for programming and operation of mechanical equipment and controls as directed by the Construction Manager.
16. Contractor shall furnish and install complete power connections and final connections for all equipment installed under this package and other packages including, but not limited to, food service equipment, computer lab equipment and or furniture, pumps, stage/theater equipment, motors, panels, residential appliances, etc. as required by the Contract Documents.
17. 16A Contractor shall coordinate with Mechanical Contractor and Pool Contractor regarding motor starters for equipment. 16A Contractor shall furnish and install all motor starters, contactors, safety switches, disconnect switches, phase and voltage protection, except for those items which are called for to be factory furnished or integral to the equipment. These integral items shall be provided and installed by the respective Contractor providing the equipment. If this equipment is specified to be provided with factory furnished disconnects and equipment fails to be provided in this fashion and owner still accepts equipment, the respective Contractor is then responsible for all costs incurred by 16A to furnish and install disconnects in the field.

18. In the event 3 phase equipment is required to have phase and voltage protection and monitors, 13A or 15A is to provide phase monitors as well as back box at all 3 phase equipment being provided by 13A or 15A, 16A to complete install. 16A is required to furnish and install own phase monitors and back boxes on all 3 phase equipment being furnished under the 16A contract. 16A has installation of backboxes, phase monitors and related power wiring, 15A and respective Controls subcontractor has respective control wiring.
19. 16A Contractor to furnish any variable speed drives (VSD's) and variable frequency drives (VFD's) for equipment being furnished under this package. This equipment is also to include separate independent phase monitoring and backboxes. Installation of VSD's, VFD's, phase monitoring and backboxes is by 16A. Contractor also includes installation of VSD's and VFD's furnished by 15A contractor.
20. Contractor shall furnish and install complete fire alarm system as indicated by the Contract Documents. Provide all required electrical connections to all alarm devices, including but not limited to, water gongs, flow switches, and tamper switches installed by others. Contractor includes connection of fire pump, jockey pump and controller. Contractor includes coordination and final electrical connections with emergency gas shut down solenoids, etc.
20. With the exception of Automatic Door Operators at Aluminum entrances, which are furnished and installed by 08A, all other electrified hardware is furnished and install by 06A. For further clarity, 06A is to furnish and install automatic door operators per specification section 087100 at hollow metal frames. 06A is to furnish and install magnetic hold opens as indicated with 16A making connection to the fire alarm system. 06A is to furnish and install magnetic locks, with assistance from 16A for required conduit rough-in. The 06A Contractor shall provide controls, power wiring, junction boxes, rectifiers, and transformers and connection with electrified hardwired being provided in their package. The 06A, 08A and 16A Contractor shall coordinate required conduit or pathways being furnished by 16A for 06A or 08A use. The 06A, 08A and 16A contractor to ensure proper power requirements are brought to each location as well as required interaction with security and fire alarm system. With respect to any electrified hardware, it is the 16A contractor's responsibility to bring power to each door location, and install required power pack (furnished by others) at each door location (central locations will not be utilized due to length of run limitations on provided low voltage wiring); actual electrified door hardware is installed by 06A (or 08A at aluminum entrances) then 16A has power wiring and verification of wiring and final connections. 06A and 08A would then have associated respective adjustments. Security card readers are 16A to furnish and install with coordination from both 06A and 08A depending on location.
21. Contractor shall furnish and install all exterior conduit, duct banks and incidentals including but not limited to, electric, phone, CATV, fiber optic and spares, duct banks, transformer pads, manholes, handholes, concrete, etc. as required by the Contract Documents. The Contractor shall coordinate this work with the Construction Manager, Owner and all applicable Utility companies. This work also includes excavation, concrete, and backfill. Any utilities requiring new poles to be set for public utilities cost from installing public utility and or actual work is by this contractor.
22. Contractor shall coordinate on a daily basis with other Contractors to avoid conflicts in installation. Correction or reinstallation of work due to lack of coordination will be done at no cost to the Owner.
23. The 16A Contractor will furnish and install all backboards necessary to mount equipment if not indicated on the contract drawings. This is to be fire treated if required.
24. Contractor shall submit Fire Alarm wiring diagram and annunciator plan sixty (60) days after Notice to Proceed.
21. 16A Contractor shall be required to furnish layout for all concrete pads related to the work in this package. This includes interior and exterior locations. Forming, pouring, finishing, stripping, etc of these pads is by 03A. If concrete is not shown, but required, or if pad shown is smaller than required 16A equipment, 16A is responsible for all cost increases by the 03A Contractor as part of base bid.
25. Contractor shall electrify Food Service equipment and appliances specified. Contractor will coordinate with the Food Service Contractor, to ensure that proper rough-ins and receptacles are provided under this Contract.

26. Conduit runs below slabs on grade shall backfilled with #57 stone, compacted per contract requirements. In the event slab rough is not complete prior to a scheduled slab pour, the 16A Contractor will rough in balance of work overhead at no added cost.
27. Contractor shall provide sleeves, conduit, boxes, wire, and devices as specified or shown, for the Electrical, F/A, A/V, Communications, Clocks, Low Voltage, Controls, Security, as required. In addition to what is currently indicated, despite any reference to the contrary, contractor to include at a minimum a 2"x4" back box with 3/4" conduit to above interior ceiling, firesafing as required, pull string and stainless blank off plate at all exterior doorways to be used for future security access card readers. This will be at all exterior doorways, all levels, all hollow metal, aluminum, or rollup doorways, etc.
28. Spoils from 16A Contractor work will be stockpiled by 16A as directed by the Construction Manager and disposed in a legal manner offsite by the 02A Contractor.
29. Permanent heat and cooling start-ups will take place within fifteen (15) days prior to the date of substantial completion, as directed by the Construction Manager. The permanent system shall remain in operation following start-ups, as directed by the Construction Manager. The Contractor shall complete all work necessary properly to electrify the heating system equipment for its use as described above and incur any cost for extended warranty as part of base bid price.
30. Permanent lighting may be utilized within two (2) months prior to substantial completion. Contractor will replace lamps and tubes as necessary and incur any cost for extended warranty as part of base bid price.
31. Contractor shall caulk as necessary any 16A work which abuts material by others.
32. Contractor shall fire safe or fire caulk all 16A penetrations through walls or slabs.
33. The Contractor shall furnish all access panels as required for 16A work. These will be installed by others.
34. Contractor shall furnish and install all pigtails as necessary to connect equipment wire by others to receptacle as furnished by 16A Contractor.
35. Contractor shall furnish and install all site lighting, conduit, concrete pole bases, and concrete pads for exterior electric equipment, anchor bolts, and accessories as required by the Contract Documents. Pole base design is to be stamped by registered engineer in the State of Maryland.
36. 16A Contractor is responsible for all power and data rough-ins and final terminations/connections for the site signs per Contract Documents.
37. Contractor shall coordinate placement of conduit under slab on grade. Despite any reference to the contrary, no conduits will be allowed within any elevated slab on decks, or within the concrete of slab on grade. All conduits intended to be below slab on grade are to be run below stone subgrade layer.
38. Contractor will provide 5/8" plywood over 2" thick rigid insulation board as roof protection while working on the roof.
39. Contractors shall provide daily cleanup of all trash and debris generated by the work and place in dumpster furnished by the Construction Manager. The Contractor shall leave the area in broom clean condition daily. Should the Contractor's cleanup be unsatisfactory, the Construction Manager shall perform the work at the Contractor's expense
40. Contractor will be responsible to regrade and compact subgrade when disturbed by 16A work. If subgrade is made unsuitable by this work, 16A will undercut and replace at no-cost change.

41. This site is labeled as “unclassified to design subgrade”. Therefore, the contractor will be responsible for all excavations down to proposed subgrade, for work under this contract package, regardless of material being excavated, including rock, at no cost to the Owner. All excavation and or spoils from this work are to be centrally located by 16A for haul off by 02A.
42. 16A to backfill all underground work being provided with this package with #57 stone and/or concrete as required by utility company, despite any reference to the contrary.
43. 16A Contractor is responsible for in-wall fire-treated wood blocking to support any 16A fixture or equipment, if not shown on contract documents as being part of the 06A package.
44. Any receptacle provided under this scope of work 6' or closer to a source of water (i.e., sink fume hoods, emergency shower, etc.) or in Kitchen shall be a “GFI” type whether indicated or not in the contract documents and shall be included in base bid cost. This Contractor is responsible for reviewing the Kitchen Equipment Drawings and Specifications and including all items including but not limited to referenced to be by the Electrical (D26,27,28) Contractor.
45. This Contractor is responsible for reviewing the Aquatic Drawings and Specifications and including all items referenced to be by the Electrical (D26, 27, 28) Contractor, including but not limited to all pool grounding and bonding as required. The 13A Contractor shall be responsible for incidental low-voltage (less than 110 volts) control wiring within the filter room.
46. Quantity of materials intended to be delivered and stored onsite must be coordinated and approved by the Construction Manager due to site constraints. It is the intent to have materials onsite to keep a steady flow of work but not any more material than can be installed in a two (2) week period of time. Offsite provisions for material storage and all cost are to be included in base bid.
47. 16A is to furnish, install, and maintain security lighting at roof level to shine down onsite. This is to be 400-watt halogen fixtures with timer or photo electric control. Fixtures to be placed 80' on center. This includes all conduit, wiring, fixtures, bulbs, and incidentals. Any patch or repair necessary after removal is part of this cost which is to be included in the base bid.
48. 16A Contractor shall install all items furnish by the Owner per the Contract Documents including but not limited to wireless access points and wireless controllers per specification section 011100.
49. 16A to include costs as necessary in base bid to coordinate and assist Commissioning Authority.
50. 16A will furnish and install thru wall cable ports and associated trim to provide a neat, finished appearance as required by the Contract Documents.
51. The 15A and 16A Contractors shall provide all required color coding and stenciling of mechanical piping, ductwork, equipment, conduit, etc. General painting of exposed piping ductwork, equipment, conduit, etc. located in public areas will be performed by the Painting Contractor.
52. 16A Contractor is to provide as-builts and spray paint exterior conduit run locations prior to landscaping, playground equipment, exterior athletic equipment, fencing and exterior signage installation.
53. 16A Contractor shall furnish and install conduit and wiring to disconnect switch. 16A to coordinate interconnection with security and fire alarm. Conduit and wiring for all other devices, switches, key switches, controllers, etc. will be installed by 06A.

54. The 15B and 16A Contractors shall submit concurrently to the State Fire Marshal a coordinated sprinkler system/fire alarm system submittal in accordance with the Fire Marshal's requirements. Fire Marshal must approve the annunciator panel design prior to release for fabrication. The Contractors shall provide the required coordinated submittal in its entirety within forty-five (45) days of Contract Award or Notice to Proceed, whichever is issued first. Fire Alarm and Fire Sprinkler zoning is to match identically.
55. Contractor to furnish and install all equipment supports, preformed flashing sleeves, and roof curbs for work under this contract package. 16A to coordinate required provisions to level curbs with 06A contractor. Curbs are to be a minimum of 20" above finished roof surface.
56. Contractor includes wire guard cages at all devices such as but not limited to thermostats, speakers, clocks, lights etc. within the gymnasium.
57. Contractor includes vandal alarm box covers at all fire alarm pull stations regardless of location if not already specified.
58. The 15A Contractor is to furnish and install all required heat trace on plumbing and mechanical piping. The 15B contractor is to furnish and install all required heat trace on sprinkler piping. 16A to have final electrical connection.
59. In addition to the BIM requirements in the General Scope, contractor is required to also model:
 - a. Code required clearances around all equipment and disconnects being furnished under this package
 - b. Code required access to all duct fire and or smoke dampers
 - c. All lighting, regardless of within a ceiling or exposed.
60. In addition to the requirement of providing daily cleanup of self-generated debris from work and or workers, the 04A, 06A, 09A, 15A and 16A contractors are to include 1 man per every 15 men contractor has onsite, with a mandatory minimum of one man if contractor has less than 15 men onsite. This requirement will be utilized for contractors to participate in a composite cleanup crew. Composite cleanup days will be every Wednesday from 7am to 2pm. Construction Manager will provide trash carts, dumpsters and sweeping compounds, all other equipment, PPE or otherwise, i.e. brooms, shovels, etc., are to be contractor provided.
22. The 16A Contractor shall provide temporary power connections for the 15A Contractor providing temporary heat. Temporary heat shall be installed and operating in each building area or portion thereof that has been enclosed with temporary doors and windows in any given area. 15A Contractor shall provide temporary heating as required to protect all construction materials from the potential adverse effects of low temperature. 15A Contractor shall achieve by use of temporary equipment until the permanent systems can be utilized. Temporary heat will be required from approximately October 15, 2020 through February 15, 2021.
61. Contractor shall make all final power connections for all automatic door operators, coiling grilles, coiling doors, appliances, gymnasium equipment, etc.
62. Despite any reference to the contrary, the use of beam clamps to support hangers from bar joists will not be tolerated. Beam clamps are acceptable on beams. All hangers needing to attach to bar joists are to be through bolted through the chords of the joists. In the event this cannot be located within the required distance to a panel point, this contractor will be responsible for any additional angle needed to move load to top chord, as directed by structural engineer or joist manufacturer.
63. Contractor to salvage all existing light pole heads and turn over to Owner's personnel after reconfiguration and installation of new site lighting.

PART 3 – ALTERNATE SCOPE OF WORK

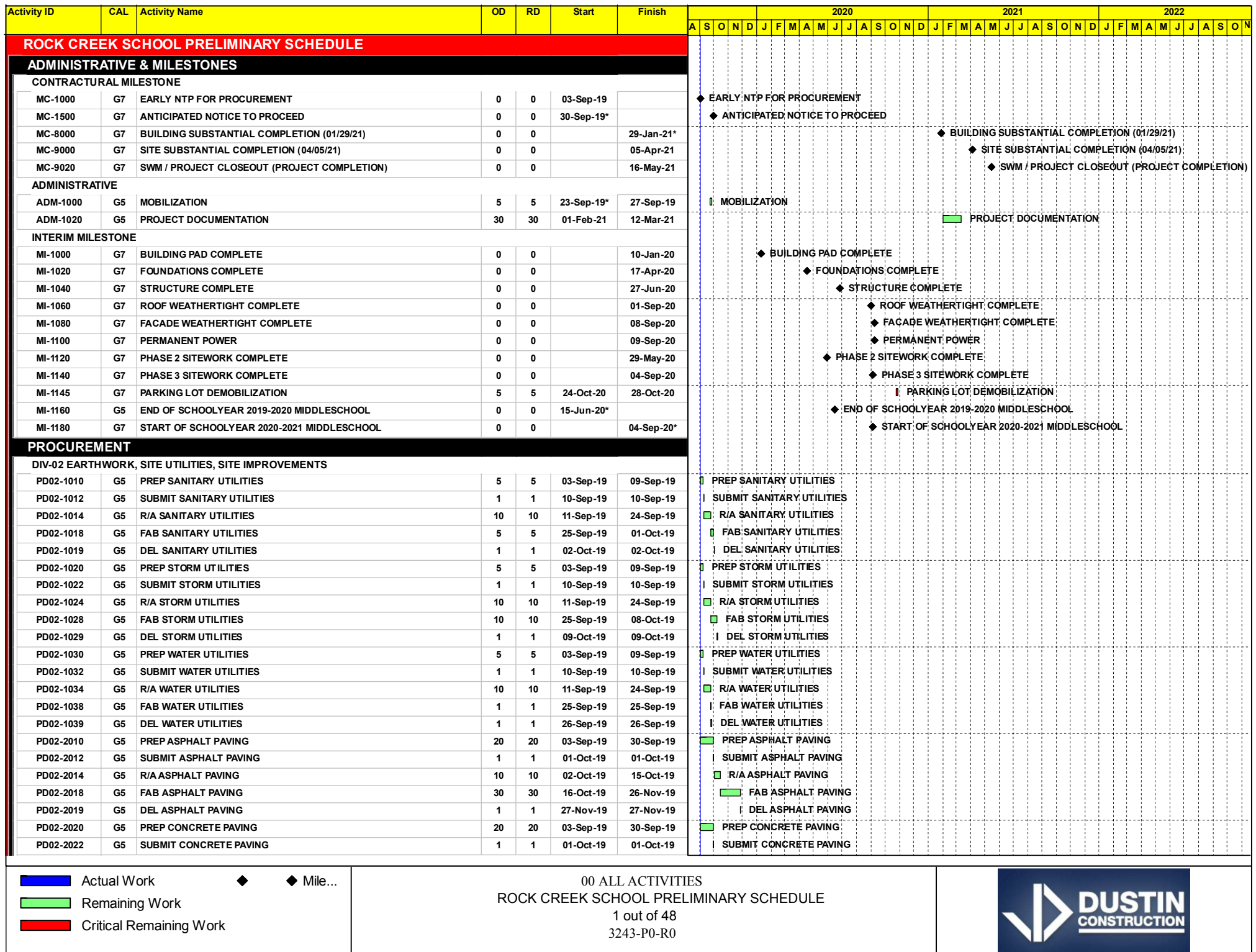
1. Contractor has reviewed the Alternates scope of work listed elsewhere within the specifications and has included all costs in the event the Owner elects to proceed in whole or in part.




PART 4 – ALLOWANCES

1. Contractor to carry an allowance of \$10,000 to cover the anticipated Potomac Edison connection fee for temporary power to the trailer compound.
2. Contractor to carry an allowance of \$25,000 to cover the anticipated Potomac Edison connection fee for temporary electrical service to the building site.
3. Contractor to include an allowance of \$10,000 for potential modification required for electrical and fire alarm connections associated with the Greenhouse add alternate #3. In the event the greenhouse is accepted, the final design will be provided by the 06A contractor to the MEP Contractors to finalize pricing as the final design is expected to vary from what is currently in the bid documents. The intent of this allowance is to cover any potential add due to the final design. In the event the cost is more than this allowance, an additive change order will be issued. In the event the final design is less than what is currently shown in the bid documents, a deduct will be issued as well as a deduct for this unused allowance.

END OF 16A SECTION

END OF SECTION




 Actual Work
  Remaining Work
  Critical Remaining Work






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CONSTRUCTION

Activity ID	CAL	Activity Name	OD	RD	Start	Finish	2020												2021												2022											
							A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J
PD03-1040	G5	PREP CAST-IN-PLACE CONCRETE	20	20	03-Sep-19	30-Sep-19	<div></div>	PREP CAST-IN-PLACE CONCRETE																																		
PD03-1042	G5	SUBMIT CAST-IN-PLACE CONCRETE	1	1	01-Oct-19	01-Oct-19	<div></div>	SUBMIT CAST-IN-PLACE CONCRETE																																		
PD03-1044	G5	R/A CAST-IN-PLACE CONCRETE	10	10	02-Oct-19	15-Oct-19	<div></div>	R/A CAST-IN-PLACE CONCRETE																																		
DIV-04 MASONRY																																										
PD04-1010	G5	PREP MASONRY CMU	20	20	03-Sep-19	30-Sep-19	<div></div>	PREP MASONRY CMU																																		
PD04-1012	G5	SUBMIT MASONRY CMU	1	1	01-Oct-19	01-Oct-19	<div></div>	SUBMIT MASONRY CMU																																		
PD04-1014	G5	R/A MASONRY CMU	10	10	02-Oct-19	15-Oct-19	<div></div>	R/A MASONRY CMU																																		
PD04-1018	G5	FAB MASORY CMU	30	30	16-Oct-19	26-Nov-19	<div></div>	FAB MASORY CMU																																		
PD04-1019	G5	DEL MASONRY CMU	1	1	27-Nov-19	27-Nov-19	<div></div>	DEL MASONRY CMU																																		
PD04-1020	G5	PREP MASONRY VENEER	20	20	03-Sep-19	30-Sep-19	<div></div>	PREP MASONRY VENEER																																		
PD04-1022	G5	SUBMIT MASONRY VENEER	1	1	01-Oct-19	01-Oct-19	<div></div>	SUBMIT MASONRY VENEER																																		
PD04-1024	G5	R/A MASONRY VENEER	10	10	02-Oct-19	15-Oct-19	<div></div>	R/A MASONRY VENEER																																		
PD04-1028	G5	FAB MASONRY VENEER	30	30	16-Oct-19	26-Nov-19	<div></div>	FAB MASONRY VENEER																																		
PD04-1029	G5	DEL MASONRY VENEER	1	1	27-Nov-19	27-Nov-19	<div></div>	DEL MASONRY VENEER																																		
PD04-1030	G5	PREP CAST STONE	20	20	03-Sep-19	30-Sep-19	<div></div>	PREP CAST STONE																																		
PD04-1032	G5	SUBMIT CAST STONE	1	1	01-Oct-19	01-Oct-19	<div></div>	SUBMIT CAST STONE																																		
PD04-1034	G5	R/A CAST STONE	10	10	02-Oct-19	15-Oct-19	<div></div>	R/A CAST STONE																																		
PD04-1038	G5	FAB CAST STONE	30	30	16-Oct-19	26-Nov-19	<div></div>	FAB CAST STONE																																		
PD04-1039	G5	DEL CAST STONE	1	1	27-Nov-19	27-Nov-19	<div></div>	DEL CAST STONE																																		
DIV-05 METALS																																										
PD05-1010	G5	PREP STRUCTURAL STEEL	20	20	03-Sep-19	30-Sep-19	<div></div>	PREP STRUCTURAL STEEL																																		
PD05-1012	G5	SUBMIT STRUCTURAL STEEL	1	1	01-Oct-19	01-Oct-19	<div></div>	SUBMIT STRUCTURAL STEEL																																		
PD05-1014	G5	R/A STRUCTURAL STEEL	10	10	02-Oct-19	15-Oct-19	<div></div>	R/A STRUCTURAL STEEL																																		
PD05-1018	G5	FAB STRUCTURAL STEEL	30	30	16-Oct-19	26-Nov-19	<div></div>	FAB STRUCTURAL STEEL																																		
PD05-1019	G5	DEL STRUCTURAL STEEL	1	1	27-Nov-19	27-Nov-19	<div></div>	DEL STRUCTURAL STEEL																																		
PD05-1040	G5	PREP METAL DECKING	20	20	03-Sep-19	30-Sep-19	<div></div>	PREP METAL DECKING																																		
PD05-1042	G5	SUBMIT METAL DECKING	1	1	01-Oct-19	01-Oct-19	<div></div>	SUBMIT METAL DECKING																																		
PD05-1044	G5	R/A METAL DECKING	10	10	02-Oct-19	15-Oct-19	<div></div>	R/A METAL DECKING																																		
PD05-1048	G5	FAB METAL DECKING	30	30	16-Oct-19	26-Nov-19	<div></div>	FAB METAL DECKING																																		
PD05-1049	G5	DEL METAL DECKING	1	1	27-Nov-19	27-Nov-19	<div></div>	DEL METAL DECKING																																		
PD05-1050	G5	PREP JOISTS	20	20	03-Sep-19	30-Sep-19	<div></div>	PREP JOISTS																																		
PD05-1052	G5	SUBMIT JOISTS	1	1	01-Oct-19	01-Oct-19	<div></div>	SUBMIT JOISTS																																		
PD05-1054	G5	R/A JOISTS	10	10	02-Oct-19	15-Oct-19	<div></div>	R/A JOISTS																																		
PD05-1058	G5	FAB JOISTS	30	30	16-Oct-19	26-Nov-19	<div></div>	FAB JOISTS																																		
PD05-1059	G5	DEL JOISTS	1	1	27-Nov-19	27-Nov-19	<div></div>	DEL JOISTS																																		
PD05-1070	G5	PREP STAIRS	20	20	03-Sep-19	30-Sep-19	<div></div>	PREP STAIRS																																		
PD05-1072	G5	SUBMIT STAIRS	1	1	01-Oct-19	01-Oct-19	<div></div>	SUBMIT STAIRS																																		
PD05-1074	G5	R/A STAIRS	10	10	02-Oct-19	15-Oct-19	<div></div>	R/A STAIRS																																		
PD05-1078	G5	FAB STAIRS	30	30	16-Oct-19	26-Nov-19	<div></div>	FAB STAIRS																																		
PD05-1079	G5	DEL STAIRS	1	1	27-Nov-19	27-Nov-19	<div></div>	DEL STAIRS																																		
PD05-1080	G5	PREP MISC METALS	20	20	03-Sep-19	30-Sep-19	<div></div>	PREP MISC METALS																																		
PD05-1082	G5	SUBMIT MISC METALS	1	1	01-Oct-19	01-Oct-19	<div></div>	SUBMIT MISC METALS																																		
PD05-1084	G5	R/A MISC METALS	10	10	02-Oct-19	15-Oct-19	<div></div>	R/A MISC METALS																																		
PD05-1088	G5	FAB MISC METALS	30	30	16-Oct-19	26-Nov-19	<div></div>	FAB MISC METALS																																		
PD05-1089	G5	DEL MISC METALS	1	1	27-Nov-19	27-Nov-19	<div></div>	DEL MISC METALS																																		
DIV-06 WOOD, PLASTICS & COMPOSITES																																										
PD06-1020	G5	PREP VISUAL DISPLAY BOARD	20	20	03-Sep-19	30-Sep-19	<div></div>	PREP VISUAL DISPLAY BOARD																																		




00 ALL ACTIVITIES
ROCK CREEK SCHOOL PRELIMINARY SCHEDULE
3 out of 48
3243-P0-R0

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 Actual Work ◆ ◆ Mile...
 Remaining Work
 Critical Remaining Work



DUSTIN
CONSTRUCTION

 Actual Work ◆ ◆ Mile...
 Remaining Work
 Critical Remaining Work






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Actual Work
 Remaining Work
 Critical Remaining Work






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 Actual Work ◆ ◆ Mile...
 Remaining Work
 Critical Remaining Work






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 Remaining Work
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 Remaining Work
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 Remaining Work
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 Actual Work ◆ ◆ Mile...
 Remaining Work
 Critical Remaining Work






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CONSTRUCTION**

 Actual Work ◆ ◆ Mile...
 Remaining Work
 Critical Remaining Work



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 Actual Work ◆ ◆ Mile...
 Remaining Work
 Critical Remaining Work


00 ALL ACTIVITIES
ROCK CREEK SCHOOL PRELIMINARY SCHEDULE
16 out of 48
3243-P0-R0




Actual Work
 Remaining Work
 Critical Remaining Work






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CONSTRUCTION

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Activity ID	CAL	Activity Name	OD	RD	Start	Finish	2020												2021												2022											
							A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J
AREA D WEST																																										
EN-D-5000	G5W	D/WEST: ELEC WALL R/I @ EXT CMU	10	10	07-May-20	26-May-20	D/WEST: ELEC WALL R/I @ EXT CMU																																			
EN-D-5010	G5W	D/WEST: EXT CMU WALL	10	10	07-May-20	26-May-20	D/WEST: EXT CMU WALL																																			
EN-D-5040	G5W	D/WEST: AIR BARRIER / INSULATION	4	4	27-May-20	01-Jun-20	D/WEST: AIR BARRIER / INSULATION																																			
EN-D-5060	G5W	D/WEST: MASONRY VENEER	8	8	26-Jun-20	09-Jul-20	D/WEST: MASONRY VENEER																																			
EN-D-5080	G5W	D/WEST: STOREFRONT WINDOWS	3	3	10-Jul-20	14-Jul-20	D/WEST: STOREFRONT WINDOWS																																			
EN-D-5095	G5W	D/WEST: FIBERGLASS PANELS	3	3	10-Jul-20	14-Jul-20	D/WEST: FIBERGLASS PANELS																																			
EN-D-5100	G5W	D/WEST: EXT LIGHT FIXTURES	3	3	10-Jul-20	14-Jul-20	D/WEST: EXT LIGHT FIXTURES																																			
EN-D-5120	G5W	D/WEST: SEC CAMERAS	2	2	10-Jul-20	13-Jul-20	D/WEST: SEC CAMERAS																																			
EN-D-5140	G5W	D/WEST: DOWNSPOUTS / SCUPPERS	3	3	16-Jul-20	20-Jul-20	D/WEST: DOWNSPOUTS / SCUPPERS																																			
EN-D-5160	G5W	D/WEST: EXT DOORS	2	2	10-Jul-20	13-Jul-20	D/WEST: EXT DOORS																																			
EN-D-5180	G5W	D/WEST: SIGNAGE	1	1	10-Jul-20	10-Jul-20	D/WEST: SIGNAGE																																			
AREA D NORTH HI-RF																																										
EN-D-6000	G5W	D/NORTH HI-RF: ELEC WALL R/I @ EXT CMU	5	5	27-May-20	02-Jun-20	D/NORTH HI-RF: ELEC WALL R/I @ EXT CMU																																			
EN-D-6010	G5W	D/NORTH HI-RF: EXT CMU WALL	5	5	27-May-20	02-Jun-20	D/NORTH HI-RF: EXT CMU WALL																																			
EN-D-6040	G5W	D/NORTH HI-RF: AIR BARRIER / INSULATION	2	2	04-Jun-20	05-Jun-20	D/NORTH HI-RF: AIR BARRIER / INSULATION																																			
EN-D-6060	G5W	D/NORTH HI-RF: MASONRY VENEER	4	4	10-Jul-20	16-Jul-20	D/NORTH HI-RF: MASONRY VENEER																																			
EN-D-6095	G5W	D/NORTH HI-RF: FIBERGLASS PANELS	2	2	17-Jul-20	20-Jul-20	D/NORTH HI-RF: FIBERGLASS PANELS																																			
EN-D-6100	G5W	D/NORTH HI-RF: EXT LIGHT FIXTURES	1	1	17-Jul-20	17-Jul-20	D/NORTH HI-RF: EXT LIGHT FIXTURES																																			
EN-D-6140	G5W	D/NORTH HI-RF: DOWNSPOUTS / SCUPPERS	1	1	21-Jul-20	21-Jul-20	D/NORTH HI-RF: DOWNSPOUTS / SCUPPERS																																			
AREA D MECH PH																																										
EN-D-1000	G5W	D/PH: ELEC WALL R/I @ EXT CMU	8	8	04-Jun-20	18-Jun-20	D/PH: ELEC WALL R/I @ EXT CMU																																			
EN-D-1010	G5W	D/PH: EXT CMU WALL	8	8	04-Jun-20	18-Jun-20	D/PH: EXT CMU WALL																																			
EN-D-1040	G5W	D/PH: AIR BARRIER / INSULATION	2	2	19-Jun-20	22-Jun-20	D/PH: AIR BARRIER / INSULATION																																			
EN-D-1060	G5W	D/PH: MASONRY VENEER	6	6	17-Jul-20	27-Jul-20	D/PH: MASONRY VENEER																																			
EN-D-1070	G5W	D/PH: METAL PANELS	2	2	28-Jul-20	30-Jul-20	D/PH: METAL PANELS																																			
EN-D-1100	G5W	D/PH: EXT LIGHT FIXTURES	1	1	28-Jul-20	28-Jul-20	D/PH: EXT LIGHT FIXTURES																																			
EN-D-1140	G5W	D/PH: DOWNSPOUTS / SCUPPERS	1	1	31-Jul-20	31-Jul-20	D/PH: DOWNSPOUTS / SCUPPERS																																			
EN-D-1160	G5W	D/PH: EXT DOORS	2	2	31-Jul-20	03-Aug-20	D/PH: EXT DOORS																																			
EN-D-1180	G5W	D/PH: LOUVERS	2	2	28-Jul-20	30-Jul-20	D/PH: LOUVERS																																			
AREA D EAST																																										
EN-D-2000	G5W	D/EAST: ELEC WALL R/I @ EXT CMU	6	6	19-Jun-20	29-Jun-20	D/EAST: ELEC WALL R/I @ EXT CMU																																			
EN-D-2010	G5W	D/EAST: EXT CMU WALL	6	6	19-Jun-20	29-Jun-20	D/EAST: EXT CMU WALL																																			
EN-D-2040	G5W	D/EAST: AIR BARRIER / INSULATION	3	3	30-Jun-20	02-Jul-20	D/EAST: AIR BARRIER / INSULATION																																			
EN-D-2060	G5W	D/EAST: MASONRY VENEER	6	6	28-Jul-20	07-Aug-20	D/EAST: MASONRY VENEER																																			
EN-D-2100	G5W	D/EAST: EXT LIGHT FIXTURES	2	2	10-Aug-20	11-Aug-20	D/EAST: EXT LIGHT FIXTURES																																			
EN-D-2120	G5W	D/EAST: SEC CAMERAS	1	1	10-Aug-20	10-Aug-20	D/EAST: SEC CAMERAS																																			
EN-D-2140	G5W	D/EAST: DOWNSPOUTS / SCUPPERS	1	1	10-Aug-20	10-Aug-20	D/EAST: DOWNSPOUTS / SCUPPERS																																			
EN-D-2160	G5W	D/EAST: EXT DOORS	2	2	10-Aug-20	11-Aug-20	D/EAST: EXT DOORS																																			
AREA D SOUTH HI-RF																																										
EN-D-3000	G5W	D/SOUTH HI-RF: ELEC WALL R/I @ EXT CMU	10	10	30-Jun-20	16-Jul-20	D/SOUTH HI-RF: ELEC WALL R/I @ EXT CMU																																			
EN-D-3010	G5W	D/SOUTH HI-RF: EXT CMU WALL	10	10	30-Jun-20	16-Jul-20	D/SOUTH HI-RF: EXT CMU WALL																																			
EN-D-3040	G5W	D/SOUTH HI-RF: AIR BARRIER / INSULATION	3	3	17-Jul-20	21-Jul-20	D/SOUTH HI-RF: AIR BARRIER / INSULATION																																			
EN-D-3060	G5W	D/SOUTH HI-RF: MASONRY VENEER	6	6	10-Aug-20	18-Aug-20	D/SOUTH HI-RF: MASONRY VENEER																																			
EN-D-3095	G5W	D/SOUTH HI-RF: FIBERGLASS PANELS	3	3	20-Aug-20	24-Aug-20	D/SOUTH HI-RF: FIBERGLASS PANELS																																			
EN-D-3140	G5W	D/SOUTH HI-RF: DOWNSPOUTS / SCUPPERS	3	3	25-Aug-20	28-Aug-20	D/SOUTH HI-RF: DOWNSPOUTS / SCUPPERS																																			
AREA D SOUTH LO-RF (PARKS & REC)																																										

00 ALL ACTIVITIES
ROCK CREEK SCHOOL PRELIMINARY SCHEDULE
21 out of 48
3243-P0-R0

 Actual Work ◆ ◆ Mile...
 Remaining Work
 Critical Remaining Work






DUSTIN
CONSTRUCTION

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00 ALL ACTIVITIES
ROCK CREEK SCHOOL PRELIMINARY SCHEDULE
24 out of 48
3243-P0-R0


[illegible]


00 ALL ACTIVITIES
ROCK CREEK SCHOOL PRELIMINARY SCHEDULE
25 out of 48
3243-P0-R0


 Actual Work ◆ ◆ Mile...
 Remaining Work
 Critical Remaining Work



DUSTIN
CONSTRUCTION


<div style="display: flex; align-items: center;"> <div style="width: 20px; height: 10px; background-color: blue; margin-right: 5px;"></div> <div>Actual Work</div> </div> <div style="display: flex; align-items: center; margin-top: 5px;"> <div style="width: 20px; height: 10px; background-color: green; margin-right: 5px;"></div> <div>Remaining Work</div> </div> <div style="display: flex; align-items: center; margin-top: 5px;"> <div style="width: 20px; height: 10px; background-color: red; margin-right: 5px;"></div> <div>Critical Remaining Work</div> </div>	<div style="display: flex; align-items: center; margin-bottom: 10px;"> <div style="width: 15px; height: 15px; background-color: black; margin-right: 5px;"></div> <div> <div>00 ALL ACTIVITIES</div> <div>ROCK CREEK SCHOOL PRELIMINARY SCHEDULE</div> <div>28 out of 48</div> <div>3243-P0-R0</div> </div> </div>	
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00 ALL ACTIVITIES
ROCK CREEK SCHOOL PRELIMINARY SCHEDULE
31 out of 48
3243-P0-R0

<div style="display: flex; align-items: center;"> <div style="width: 20px; height: 10px; background-color: blue; margin-right: 5px;"></div> <div>Actual Work</div> </div> <div style="display: flex; align-items: center; margin-top: 5px;"> <div style="width: 20px; height: 10px; background-color: green; margin-right: 5px;"></div> <div>Remaining Work</div> </div> <div style="display: flex; align-items: center; margin-top: 5px;"> <div style="width: 20px; height: 10px; background-color: red; margin-right: 5px;"></div> <div>Critical Remaining Work</div> </div>	<div style="display: flex; align-items: center; margin-top: 10px;"> <div style="width: 10px; height: 10px; background-color: black; margin-right: 5px;"></div> <div>Mile...</div> </div> <div style="text-align: center; margin-top: 20px;"> <p>00 ALL ACTIVITIES</p> <p>ROCK CREEK SCHOOL PRELIMINARY SCHEDULE</p> <p>33 out of 48</p> <p>3243-P0-R0</p> </div>	
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 Actual Work ◆ ◆ Mile...
 Remaining Work
 Critical Remaining Work





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CONSTRUCTION

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00 ALL ACTIVITIES
ROCK CREEK SCHOOL PRELIMINARY SCHEDULE
38 out of 48
3243-P0-R0

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00 ALL ACTIVITIES
ROCK CREEK SCHOOL PRELIMINARY SCHEDULE
41 out of 48
3243-P0-R0




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Activity ID	CAL	Activity Name	OD	RD	Start	Finish	2020												2021												2022																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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 Actual Work ◆ ◆ Mile...
 Remaining Work
 Critical Remaining Work



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CONSTRUCTION

Activity ID	CAL	Activity Name	OD	RD	Start	Finish	2020												2021												2022																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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 Actual Work ◆ ◆ Mile...
 Remaining Work
 Critical Remaining Work

00 ALL ACTIVITIES
 ROCK CREEK SCHOOL PRELIMINARY SCHEDULE
 48 out of 48
 3243-P0-R0



PREVAILING WAGE

FREDERICK COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
191 SOUTH EAST STREET
FREDERICK, MD 21701
Ph 301-644-5209 Fax 301-644-5213

FORM OF PROPOSAL

New Facility for Rock Creek School
PSCP# 10.080.19
FCPS Bid # 19C14

Contract Package No: _____

Bid Documents Dated: June 18th, 2019

Contractor Name: _____

The undersigned, having visited and carefully examined the site and carefully examined the Bid Announcement and Bid Documents, proposes to furnish all labor, specified materials, and specified equipment necessary to construct and properly complete all of the work required in strict accordance with the aforesaid documents using only the specified manufacturers materials for the Lump Sum as follows:

Please include the cost of providing 100% performance and payment bonds in the base bid amount. Bids are to remain valid for 200 (two hundred) calendar days after the date of the bid opening.

The price for the base bid (s) and any alternate bid (s) must be submitted as a numeric value and must be written in words. If the numeric price does not represent the price as stated in words, the words will govern.

I. Base Bid:

_____ Dollars (\$_____)
Amount in Words Amount in Numbers

II. Alternates:

Contractor shall be required to review all alternate proposals listed in specification section 01 23 00. You are **required** to bid each Alternate on this bid form. If acceptance of the alternate does not affect your work scope enter "no change" or "N/C" on the line. If acceptance of the Alternate impacts your work scope at no additional cost to the owner, enter "\$0" (zero dollars) on the line. Blank lines, "N/A," "Not Applicable," and other similar notations, will be interpreted as "no change" if the work scope is unaffected or "\$0" if work scope is impacted. Where an appropriate notation/blank line impacts the work and is interpreted at "\$0," the bidder will be required to perform the work at no cost. **DO NOT LEAVE ANY OF THE ALTERNATE LINES BLANK.** Failure to follow these instructions may result in rejection of the bid or interpretation by the Purchasing Manager.

Prices for each alternate must include the cost of performance and payment bonds for said alternate. The cost of each Alternate shall be valid for 200 (two hundred) calendar days after the date of the bid opening (unless noted otherwise) and any or all of the Alternates may be added to the Contract within this time at the discretion of the Owner.

1. Alternate 1 to the Base Bid: Parks and Recreation Gymnasium Expansion.

The sum of _____ Dollars (\$_____)
Amount in Words Amount in Numbers

2. Alternate 2 to the Base Bid: Alternative Specialized Education Wing.

The sum of _____ Dollars (\$_____)
Amount in Words Amount in Numbers

3. Alternate 3 to the Base Bid: Greenhouse.

The sum of _____ Dollars (\$_____)
Amount in Words Amount in Numbers

4. Alternate 4 to the Base Bid: Middle School Classroom Wing and Shared Learning.

The sum of _____ Dollars (\$_____)
Amount in Words Amount in Numbers

5. Alternate 5 to the Base Bid: Security Doors and Frames with Ballistic Glazing

The sum of _____ Dollars (\$ _____)
Amount in Words Amount in Numbers

6. Alternate 6 to the Base Bid: Terrazzo Flooring at Commons 002.

The sum of _____ Dollars (\$ _____)
Amount in Words Amount in Numbers

7. Alternate 7 to the Base Bid: Provide Quartz Tile Flooring in lieu of VCT Flooring

The sum of _____ Dollars (\$ _____)
Amount in Words Amount in Numbers

7.1 Alternate 7.1 to the Base Bid: Provide Quartz Tile Flooring in lieu of VCT Flooring – Alt. 1

The sum of _____ Dollars (\$ _____)
Amount in Words Amount in Numbers

7.2 Alternate 7.2 to the Base Bid: Provide Quartz Tile Flooring in lieu of VCT Flooring – Alt. 2

The sum of _____ Dollars (\$ _____)
Amount in Words Amount in Numbers

7.3 Alternate 7.3 to the Base Bid: Provide Quartz Tile Flooring in lieu of VCT Flooring – Alt. 4

The sum of _____ Dollars (\$ _____)
Amount in Words Amount in Numbers

8. Alternate 8 to the Base Bid: Modification to Underslab Piping Materials

The sum of _____ Dollars (\$ _____)
Amount in Words Amount in Numbers

8.1 Alternate 8.1 to the Base Bid: Modification to Underslab Piping Materials – Alt. 1

The sum of _____ Dollars (\$ _____)
Amount in Words Amount in Numbers

8.2 Alternate 8.2 to the Base Bid: Modification to Underslab Piping Materials – Alt. 2

The sum of _____ Dollars (\$ _____)
Amount in Words Amount in Numbers

8.3 Alternate 8.3 to the Base Bid: Modification to Underslab Piping Materials – Alt. 3

The sum of _____ Dollars (\$ _____)
Amount in Words Amount in Numbers

8.4 Alternate 8.4 to the Base Bid: Modification to Underslab Piping Materials – Alt. 4

The sum of _____ Dollars (\$ _____)
Amount in Words Amount in Numbers

9. Alternate 9 to the Base Bid: Addition of Fire Pump.

The sum of _____ Dollars (\$ _____)
Amount in Words Amount in Numbers

10. Alternate 8 to the Base Bid: HVAC Maintenance Service Agreement

The sum of _____ Dollars (\$ _____)
Amount in Words Amount in Numbers

10.1 Alternate 8 to the Base Bid: HVAC Maintenance Service Agreement – Alt. 1

The sum of _____ Dollars (\$ _____)
Amount in Words Amount in Numbers

10.2 Alternate 8 to the Base Bid: HVAC Maintenance Service Agreement – Alt. 2

The sum of _____ Dollars (\$ _____)
Amount in Words Amount in Numbers

10.3 Alternate 8 to the Base Bid: HVAC Maintenance Service Agreement – Alt. 3

The sum of _____ Dollars (\$ _____)
Amount in Words Amount in Numbers

10.4 Alternate 8 to the Base Bid: HVAC Maintenance Service Agreement – Alt. 4

The sum of _____ Dollars (\$ _____)
Amount in Words Amount in Numbers

V. Unit Prices:

Unit prices are for both extra Work and credits. 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 prices include all overhead and profit for the Subcontractor and Contractor. 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 proposal and agrees to add or delete items for the unit prices identified when directed to do so by the Owner.

If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted. Unit prices may be subject to adjustment due to market conditions or error in establishment of unit price as well. Final decision-making authority on any such proposed adjustment is the Project Architect.

Item

No. Description	Unit	Price
1. Furnish and install riprap Class 1	Ton	\$52.00
2. Earth excavation-machine and disposal onsite	Cu. yd.	\$5.00
3. Earth excavation-machine and disposal offsite	Cu. yd.	\$18.00
4. Earth excavation-hand and disposal onsite	Cu. yd.	\$90.00
5. Earth excavation-hand and disposal offsite	Cu. yd.	\$102.00
6. Trench excavation and soil disposal onsite	Cu. yd.	\$11.00
7. Trench excavation and soil disposal offsite	Cu. yd.	\$22.00
8. Excavate and legally dispose offsite contaminated soil and replace with suitable fill	Cu. yd.	\$200.00
9. Undercut, dispose onsite, refill with MSHA #2 or #57 stone and compact per specified requirements at trench areas only	Cu. yd.	\$38.00
10. Undercut, dispose onsite, refill with CR-6, CR-1, or GAB and compact per specified requirements at trench areas only	Cu. yd.	\$42.00
11. Undercut, dispose offsite, refill with MSHA #2 or #57 stone and compact per specified requirements in open areas only	Cu. yd.	\$48.00
12. Undercut, dispose offsite, refill with CR-6, CR-1, or GAB and compact per specified requirements in open areas only	Cu. yd.	\$54.00
13. Imported screened topsoil and fine graded in place - no material larger than 1/2" in mix	Cu. yd.	\$31.00
14. Sodding	Sq. yd.	\$6.00
15. Permanent seeding and mulch	Sq. yd.	\$0.90
16. Temporary seeding and straw	Sq. yd.	\$0.55
17. Furnish and install Mirafi 500x or equal	Sq. yd.	\$2.50
18. Furnish and install stabilization fabric Mirafi 160n or equal	Sq. yd.	\$2.60
19. Furnish and install Mirafi 500x or equal stabilization fabric, MSHA #2 stone 2' deep, and Mirafi 160n or equal filter cloth.	Sq. yd.	\$32.00
20. Furnish and install MSHA #2 stone.	Ton	\$21.00
21. Furnish, install, maintain, and remove super silt fence and grade/re-stabilize	Ln. ft.	\$13.00
22. Furnish, install, maintain, and remove silt fence and grade/re-stabilize	Ln. ft.	\$6.00
23. Furnish and install "Leaf-gro" or equal to amend topsoil to specified organic content. Quantity based on amount of amendment used.	Cu. yd.	\$38.00
24. Furnish and install 9% soil cement 1' deep	Sq. yd.	\$12.00
25. Furnish and install 6% hydrated lime 1' deep	Sq. yd.	\$10.00
26. Furnish and install erosion control matting	Sq. ft.	\$1.00
27. Remove trench rock haul and dispose of legally offsite	Cu. yd.	\$225.00
28. Remove open rock, haul and dispose of legally offsite	Cu. yd.	\$125.00
29. Removal of existing sidewalk and spoil as necessary, dispose of legally offsite, install new 5" sidewalk with W2.0 x 2.0 mesh	Sq. ft.	\$10.50
30. Furnish and install new 5"sidewalk with W2.0 x 2.0 mesh	Sq. ft.	\$7.00

Item**No. Description****Unit****Price**

31. Saw cut and removal of existing curb and gutter and dispose of legally offsite, install new curb and gutter to match existing	Ln. ft.	\$30.00
32. Import CR-6, GAB, #2 stone, or #57 stone and compact in place to 98%	Ton	\$24.00
33. Saw, cut and remove damaged paving, dispose of legally offsite, replace with 4" base course and 2" surface course.	Sq. yd.	\$55.00
34. Concrete curb and gutter	Ln. ft.	\$19.00
35. Labor, equipment, material to repair out of tolerance or defective concrete slab.	Sq. ft.	\$0.80
36. Labor, equipment, material to furnish, install (and remove after 18 months or when directed by Construction Manager) temporary 6'-0" high fence	Ln. ft.	\$8.00
37. Furnish and install staging area -12" CR-6 on Mirafi 700 X fabric and removal/restoration of same	Sq. ft.	\$3.00
38. Spoils (generated and stockpiled by others) dispose of legally offsite	Cu. yd.	\$15.00
39. Furnish and install typical paving section, 8" GAB, 4" base course, 2" surface course	Sq. yd.	\$34.00
40. Furnish and install steel well casing for closed-loop ground heat exchanger.	Ln. ft.	\$13.50
41. Import miscellaneous stone fill (stone dust).	Cu. yd.	\$7.00
42. Undercut, dispose offsite, refill with miscellaneous stone fill (stone dust) and compact per specified requirements.	Cu. yd.	\$44.00
43. Undercut, dispose offsite, refill with approved onsite material, and compact per specified requirements.	Cu. yd.	\$40.50
44. Import GAB	Cu. yd.	\$30.00

Unit Prices include overhead and profit (including bond), and shall be total compensation for the extra or credit. All materials and workmanship shall be equal in character as specified or as shown on the drawings and complete, installed and finished.

V. Capital Equipment Informational Unit Pricing:

Within twenty-four (24) hours of the bid opening, the three (3) lowest bidders in each package may be required to submit informational pricing for each item listed in section 00 42 43. These prices will not affect contract award, except that failure to provide pricing may disqualify a bidder.

VI. Affidavit:

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Frederick County, Administrative or Supervisory Personnel or other employees of the Frederick County Public Schools, has any interest in the bidding company except as follows:

COMPANY: _____

dba: _____

REGISTERED MARYLAND CONTRACTOR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Contractor listed above.

NAME (please print): _____

SIGNATURE OF ABOVE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS (for correspondence): _____

E-MAIL ADDRESS (for receiving Purchase Orders): _____

(DO NOT COMPLETE THIS AREA IF YOUR COMPANY IS UNABLE TO RECEIVE PURCHASE
ORDERS ELECTRONICALLY)

.....

ACKNOWLEDGEMENT OF ADDENDA (if applicable)

The above-signed company/firm acknowledges the receipt of the following addenda for the above-reference solicitation.

Date Received by Proposer/Bidder:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

END OF SECTION

CAPITAL EQUIPMENT INFORMATIONAL UNIT PRICES
ELEMENTARY SCHOOL PROJECTS

The apparent low bidder will be required within two business days from receipt of a written request provide informational unit prices for the following equipment. This information is requested for state reporting purposes and locally to identify replacement costs. This is not a comprehensive list and all equipment shown may not be provided in contract.

DO NOT SUBMIT THIS INFORMATION ON BID DAY.

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>015000 - Temporary Facilities and Controls:</u>			
2.2 Contractor Office and Facilities	_____	\$_____	\$_____
<u>102123 – Cubicle Curtains and Track:</u>			
2.3 Curtains	_____	\$_____	\$_____
<u>104416 - Fire Extinguishers:</u>			
2.2 Portable Fire Extinguishers	_____	\$_____	\$_____
<u>105613 - Metal Storage Shelving:</u>			
2.2 Four-Post Metal Storage Shelving	_____	\$_____	\$_____
<u>112173 – Commercial Laundry and Dry Cleaning Equipment:</u>			
2.4, B. 30 lb. Commercial Washer	_____	\$_____	\$_____
2.4, C. 55 lb. Commercial Washer	_____	\$_____	\$_____
2.5, B. 50 lb. Commercial Dryer	_____	\$_____	\$_____
2.5, C. 75 lb. Commercial Dryer	_____	\$_____	\$_____
<u>113013 – Residential Appliances:</u>			
2.3 Electric Range	_____	\$_____	\$_____
2.4, A. Over-the-range Microwave	_____	\$_____	\$_____
2.4, B. Built-in Microwave	_____	\$_____	\$_____
2.6, A. Refrigerator/Freezer (REFR-1)	_____	\$_____	\$_____
2.6, B. Refrigerator/Freezer (REFR-2)	_____	\$_____	\$_____
2.6, D. Refrigerator/Freezer (REFR-4)	_____	\$_____	\$_____
2.7 Icemaker	_____	\$_____	\$_____
2.8, A. Clothes Washer (CW-1)	_____	\$_____	\$_____
2.8, C. Clothes Dryer (CD-1)	_____	\$_____	\$_____
2.8, B, D. Clothes Washer/Dryer (stacking) (CW-4, CD-4)	_____	\$_____	\$_____
<u>114000 - Food Service Equipment:</u>			
Item #1 Utility Cart, Mobile	_____	\$_____	\$_____
Item #2 Dunnage Rack	_____	\$_____	\$_____
Item #3 Shelving	_____	\$_____	\$_____
Item #4 Can Rack	_____	\$_____	\$_____
Item #5 Reach-in Refrigerator, Mobile	_____	\$_____	\$_____
Item #6 Reach-in Freezer, Mobile	_____	\$_____	\$_____
Item #7 Work Table	_____	\$_____	\$_____
Item #8 Pan Rack Cart, Mobile	_____	\$_____	\$_____
Item #11 Fruit Sectionizer	_____	\$_____	\$_____
Item #12 Work Table	_____	\$_____	\$_____
Item #13 Blender	_____	\$_____	\$_____

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>114000 - Food Service Equipment (continued):</u>			
Item #14 Food Processor	_____	\$_____	\$_____
Item #15 Combi Oven	_____	\$_____	\$_____
Item #16 Convection Steamer	_____	\$_____	\$_____
Item #19 Pass-Thru Refrigerator, Mobile	_____	\$_____	\$_____
Item #20 Pass-Thru Heated Cabinet, Mobile	_____	\$_____	\$_____
Item #21 Milk Cooler, Mobile	_____	\$_____	\$_____
Item #22 Serving Counter	_____	\$_____	\$_____
Item #22A Hot Food Counter	_____	\$_____	\$_____
Item #22B Solid Top Counter	_____	\$_____	\$_____
Item #22C Frost Top Counter	_____	\$_____	\$_____
Item #22D Cashier Stand	_____	\$_____	\$_____
Item #30 Pot & Pan Shelving, Mobile	_____	\$_____	\$_____
Item #33 Shelving	_____	\$_____	\$_____
<u>115213.19 – Rear Projection Screens:</u>			
2.2 Suspended, Electrically Operated Screen	_____	\$_____	\$_____
<u>116623 – Gymnasium Equipment:</u>			
2.3 Basketball Equipment	_____	\$_____	\$_____
2.5 Safety Pads	_____	\$_____	\$_____
<u>116653 – Gymnasium Dividers:</u>			
2.1 Roll-up Divider System	_____	\$_____	\$_____
<u>117300 – Patient Care Equipment:</u>			
2.3 Changing Tables	_____	\$_____	\$_____
<u>119513 – Kilns:</u>			
2.1 Kiln	_____	\$_____	\$_____
2.2 Kiln Cart	_____	\$_____	\$_____
<u>122413 – Window Roller Shade Systems:</u>			
2.1 Roller Shades	_____	\$_____	\$_____
<u>123550 – Media Center Casework</u>			
3.03 SH-5 Closed Base Mobile Shelving Unit, 42”H x 36”W	_____	\$_____	\$_____
3.03 SH-6 Closed Base Mobile Shelving Unit, 42”H x 72”W	_____	\$_____	\$_____
3.03 BR-1 Metal Book Return	_____	\$_____	\$_____
<u>274100 – Audio Visual and Sound Systems</u>			
2.1, D. Gymnasium Sound Equipment:			
1. Equipment Cabinet	_____	\$_____	\$_____
2. Amplifier	_____	\$_____	\$_____
3. Feedback Suppressor	_____	\$_____	\$_____
4. Mic Splitter	_____	\$_____	\$_____
7. Mixer	_____	\$_____	\$_____
8. Speakers	_____	\$_____	\$_____
9. Wireless Mic System	_____	\$_____	\$_____
10. Assistive Listening	_____	\$_____	\$_____
11. CD Player	_____	\$_____	\$_____
16. Power Sequencer	_____	\$_____	\$_____

DESCRIPTIONQUANTITYUNIT PRICETOTAL PRICE**274100 – Audio Visual and Sound Systems (continued):**

2.1, D. Gymnasium Sound Equipment (continued):

18. Wired Microphone

19. Microphone Stands

2.1, E. Cafeteria Equipment:

1. Equipment Cabinet

2. Amplifier

3. Feedback Suppressor

4. Mic Splitter

6. Mixer

7. Wireless Mic System

8. Assistive Listening

9. CD Player

11. Power Sequencer

14. Wired Microphone

15. Microphone Stands

16. Loudspeakers

2.1, F. Music Room Equipment:

1. Equipment Cabinet

2. Amplifier

3. Feedback Suppressor

4. Mic Splitter

6. Mixer

7. Wireless Mic System

8. Assistive Listening

9. CD Player

11. Power Sequencer

13. Wired Microphone

14. Microphone Stands

15. Loudspeakers

323000 – Site and Street Furnishing:

2.2 Benches

Contractor Name: _____

Project: _____

Date: _____



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

BOND AMOUNT: \$**PROJECT:**

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

Rock Creek School Replacement
Walkersville, Maryland 21793
Bid 19C14

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 (1) 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.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

Signed and sealed this day of ,

(Contractor as Principal) (Seal)

(Witness)

(Title)

(Surety) (Seal)

(Witness)

(Title)

Additions and Deletions Report for **AIA® Document A310™ – 2010**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:38:38 ET on 04/02/2019.

PAGE 1

The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

...

Rock Creek School Replacement
Walkersville, Maryland 21793
Bid 19C14

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:38:38 ET on 04/02/2019 under Order No. 7642102590 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 2010, Bid Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

BID 19C14, ROCK CREEK SCHOOL REPLACEMENT PROJECT
FREDERICK COUNTY PUBLIC SCHOOLS
STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

☒ requested to be completed but not required to be notarized.

☐ required to be completed and notarized.

I, _____, being duly sworn, depose and state:

1. I am the _____ (officer) and duly authorized representative of the firm of
the organization named _____ whose address is
(Name of Corporation) _____ and that I
possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am
acting.
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any
of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or
performing contracts with any public bodies has:
 - a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of
the federal government;
 - b. been convicted under the laws of the state, another state, or the United States of: a criminal offense
incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud,
embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or
the United States;
 - d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail
Fraud Act, for acts in connection with the submission of bids or proposals for a public or private
contract;
 - e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority
business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement
Article;
 - f. been convicted of conspiracy to commit any act or omission that would constitute grounds for
conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
 - g. been found civilly liable under an antitrust statute of this State, another state, or the United States for
acts or omissions in connection with the submission of bids or proposals for a public or private
contract.
3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to
involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation if necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Board of Education of Frederick County, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

(Legal Name of Company)

(dba)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(Print Name)

(Title)

(Date)

(Signature)

(Title)

(Date)

We are/I am licensed to do business in the State of Maryland as a:

() Corporation

() Partnership

() Individual

() Other

If required to be notarized:

(Witness)

(Title)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

ROCK CREEK SCHOOL REPLACEMENT PROJECT
FREDERICK COUNTY PUBLIC SCHOOLS

CERTIFICATION OF COMPLIANCE

1. All Contractors, subcontractors or vendors must abide by FCPS Board policies and regulations while working on FCPS property.
2. Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a schools (or FCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.
3. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.
4. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the prime Contractor, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.
5. Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
 - a. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code.
 - b. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or
 - c. A crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State
6. Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor or vendor shall certify by signing this affidavit that any individuals in its work-force including sub-contractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a FCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature_____Date_____

Print name and title of signatory_____

Print name of company_____

Attachment A

**CERTIFIED MINORITY BUSINESS ENTERPRISE
UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**

NOTE: You must include this document with your bid or offer. If you do not submit the form with your bid or offer, the procurement officer shall deem your bid non-responsive or your offer not reasonably susceptible of being selected for award.

* * * * *

Part I.

I acknowledge the:

- Overall certified MBE subcontract participation goal of ____ %. and
- The subgoals, if applicable, of:
 - ____ % for certified African American-owned businesses and
 - ____ % for certified Asian American-owned businesses.

I have made a good-faith effort to achieve this goal. If awarded the contract, I will continue to attempt to increase MBE participation during the project.

Part II.

Check ONE Box

NOTE: FAILURE TO CHECK ONE OF BOXES 1, 2, or 3 BELOW WILL RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

NOTE: INCONSISTENCY BETWEEN THE ASSERTIONS ON THIS FORM AND THE INFORMATION PROVIDED ON THE *MBE PARTICIPATION SCHEDULE* (ATTACHMENT B) MAY RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

- 1 ☐ I have met the overall MBE goal and MBE subgoals for this project. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details how I will reach that goal.
- or**
- 2 ☐ After having made a good-faith effort to achieve the overall MBE goal and MBE subgoals for this project, I can achieve partial success only. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details the MBE participation I have achieved.

I request a partial waiver as follows:

- Waiver of overall MBE subcontract participation goal: ____ %
- Waiver of MBE subcontract participation subgoals, if applicable:
 - ____ % for certified African American-owned businesses and
 - ____ % for certified Asian American-owned businesses.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

or

- 3 ☐ After having made a good faith effort to achieve the overall MBE goal and MBE subgoals for this project, I am unable to achieve any portion of the goal or subgoals. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B].

I request a full waiver.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

Part III.

I understand that if I am the apparent awardee or conditional awardee, I must submit **within 10 working days** after receiving notice of the potential award or within 10 days after the date of conditional award – whichever is earlier – the:

- *Outreach Efforts Compliance Statement* (Attachment C)
- *Subcontractor Project Participation Statement* (Attachment D)
- *Minority Subcontractors Unavailability Certificate* (Attachment E) (if applicable)
- Any other documentation the Procurement Officer requires to ascertain my responsibility in connection with the MBE participation goal and subgoals

I acknowledge that if I fail to timely return complete documents, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has been awarded, the award is voidable.

I acknowledge that the MBE subcontractors/suppliers listed in the *MBE Participation Schedule* and any additional MBE subcontractor/suppliers identified in the *Subcontractor Project Participation Statement* will be used to accomplish the percentage of MBE participation that I intend to achieve.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided the same information and amount of time to respond as were non-MBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Address

Address (continued)

Affiant Signature

Printed Name & Title

Date

October 2017

ATTACHMENT B MBE PARTICIPATION SCHEDULE

REVISED

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

1. Prime Contractor's Name			2. Prime Contractor's Address/Telephone Number																										
3. Project/School Name			4. Project/School Location																										
5. LEA Name: _____ PSC Number: _____			6. Base Bid Amount \$ _____ Acceptance Alternates \$ _____ Total \$ _____																										
7a. Minority Firm Name: _____ Minority Firm Address: _____ MDOT Firm Certification Number: _____ <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Women <input type="checkbox"/> Hispanic <input type="checkbox"/> Disabled																													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Subcontractor Firm (Select One)</th> <th style="width: 20%;">Allowable Percentage</th> <th style="width: 15%;">Percentage of Total Contract</th> <th style="width: 20%;">Subcontractor Dollar Amount</th> <th style="width: 25%;">Participation Amount</th> </tr> </thead> <tbody> <tr> <td>MDOT Certified Firm</td> <td>100%</td> <td></td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td rowspan="2">MDOT Certified Prime Contractor</td> <td>50% of established goal OR</td> <td></td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>100% of one subgroup contract subgoal</td> <td></td> <td></td> <td></td> </tr> <tr> <td>MDOT Certified Supplier, Wholesaler and Regular Dealer</td> <td>60%</td> <td></td> <td>\$ _____</td> <td>\$ _____</td> </tr> </tbody> </table>						Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount	MDOT Certified Firm	100%		\$ _____	\$ _____	MDOT Certified Prime Contractor	50% of established goal OR		\$ _____	\$ _____	100% of one subgroup contract subgoal				MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		\$ _____	\$ _____
Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount																									
MDOT Certified Firm	100%		\$ _____	\$ _____																									
MDOT Certified Prime Contractor	50% of established goal OR		\$ _____	\$ _____																									
	100% of one subgroup contract subgoal																												
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		\$ _____	\$ _____																									
7b. Minority Firm Name: _____ Minority Firm Address: _____ MDOT Firm Certification Number: _____ <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Women <input type="checkbox"/> Hispanic <input type="checkbox"/> Disabled																													
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8. MBE Total Amount			9. Total MBE Percent of Entire Contract																										
10. Form Prepared by: Name: _____ Title: _____ Date: _____			11. Reviewed and Accepted by Board of Edu. MBE Liaison Name: _____ Title: _____ Date: _____																										

Total MBE Participation:	\$ _____	_____ %	
Total African-American Participation:	\$ _____	_____ %	
Total Asian-American MBE Participation:	\$ _____	_____ %	
Total Other Participation:	\$ _____	_____ %	

AIA[®] Document A132[™] – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Rock Creek School Replacement
Walkersville, Maryland 21793
Bid 19C14

The Construction Manager:
(Name, legal status, address and other information)

Dustin Construction, Inc.
2510 Urbana Pike, Suite 201
Ijamsville, Maryland 21754
Telephone Number: 301-810-4320
Fax Number: 301-810-4325

The Architect:
(Name, legal status, address and other information)

Proffitt & Associates
49 South Carroll Street
Frederick, Maryland 21701
Telephone Number: 301-662-8532
Fax Number: 301-662-4192

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A232[™]–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132[™]–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. ^AIA Document A232[™]–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.1 In addition to performing the Work as described in the Contract Documents, the Contractor shall perform the Work in accordance with all applicable ordinances, building codes, statutes, regulations and guidelines of all federal, state and local government authorities having jurisdiction over the Project.

§ 2.2 The Construction Manager will schedule and the Contractor shall attend the Pre-Construction Meeting and Progress Meetings. The Contractor shall require the attendance of Subcontractors at such meetings as needed or as required by the Construction Manager, Architect or Owner.

§ 2.3 In addition to progress and review meetings, the Contractor shall attend additional meetings with the Owner as needed and at the Owner's sole discretion. The Owner may designate the location and time of such meetings.

§ 2.4 Within (14) days after the Owner issues the notice to proceed the Prime Contractor(s) shall submit a Proposed Prime Contractor Schedule, the Proposed Prime Contractor Schedule shall indicate task(s) (the work), duration(s) (start and completion) and be compliant with the dates indicated by the Preliminary Schedule. Proposed Prime Contractor Schedule shall be in a Critical Path Method (CPM) and bar chart format, indicating sufficient detail, task(s) (the work) and durations(s) (start and completion) of each major item of the Work, the current status of each major item of Work indicating staffing and equipment to comply with the Preliminary Schedule. Prime Contractor(s) shall provide additional detail when requested by the Construction Manager or Owner and update their Proposed Prime Contractor Schedule to be compliant with the Contract Schedule requirements as provided by the Construction Manager. A Contract Schedule will be formulated by the Construction Manager from requested Prime Contractor Schedules as indicated by Schedule Designations below. Within 7 days of a request by the Construction Manager or Owner, the Prime Contractor shall furnish to the Owner and Construction Manager a Progress Schedule showing the current progress and completion stage of the Work as compared to the Contract Schedule. The Progress Schedule shall clearly identify any item of Work, which is behind the Contract Schedule along with the Prime Contractor's

increase manpower and equipment necessary to comply with the Contract Schedule as updated by the Construction Manager. Progress Schedule(s) shall be in a Critical Path Method (CPM) and bar chart format as requested by the Owner.

Schedule designations:

Preliminary Schedule – This schedule is the basis for the contractor to formulate the bid, providing materials and method to complete work with-in time frames allotted allowing construction time for other activities.

Contract Schedule – this schedule formulated by the Construction Manager with input from Prime Contractors awarded Contracts, every effort will be made to provide time requested by Prime Contractors: however, the project Substantial Completion shall not be jeopardized as time is of the essence.

Progress Schedule – This schedule shall reflect actual progress as related to the Contract Schedule and any extensions approved in accordance with the requirements of the Contract.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than :

Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

§ 3.4 The Contractor acknowledges and agrees that time is of the essence in achieving Substantial Completion and that a delay in achieving Substantial Completion will result in increased costs to the Owner. In the event that the Contractor does not achieve Substantial Completion as stipulated in Article 3.3, including approved extensions, the Contractor and the Contractor's surety shall be liable for and shall pay liquidated damages to the Owner. For each calendar day required to achieve Substantial Completion beyond the Substantial Completion Date authorized by the Contract, the Contractor shall pay to the Owner all direct costs charged to the Owner plus liquidated damages on account of Owner's staff expense and on account of student inconvenience, disruption, and dislocation the sum of \$1,000.00 per day.

§ 3.5 The Contractor shall not be entitled to any form of damages or other compensation for not being able to achieve Substantial Completion earlier than the date as set forth in Article 3.3. Additionally, the Contractor shall not be entitled to any form of damages or other compensation from the Owner by reason of delay or interruption of its work caused by other Contractors or utilities working on the Project. Contractor shall indemnify Owner against any and all loss, cost and damages that Owner may be caused to sustain by reason of claims from any other contractor working on the Project caused in whole or in part by the acts of the Contractor or those for whom it is responsible.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be as follows:

(Check the appropriate box.)

[XXX] Stipulated Sum, in accordance with Section 4.2
(Paragraphs deleted)
below

(Based on the above complete Section 4.2 below. Based on the selection above, also complete Section 5.1.4.

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be (\$), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
------	-----------

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

The billing period shall be as required herein and as indicated by the specifications. Construction Managers are required to submit overall estimated billing by the 28th of each month for the current month. The Contractor must provide estimates to the Construction Manager as specified by the Construction Manager. Contractors' failure to provide estimate to the Construction Manager as requested may delay processing their Application for Payment. Frederick County Public Schools requires overall estimates in compliance with Frederick County Government's funding requirements and in order to obtain funds for Contractors Applications for Payments.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the first day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the twenty-fifth day of the same month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %);
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing provided the Contractor provides an insurance certificate listing The Board of Education of Frederick County as a named insured), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to five percent (5 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Five percent (5%) retainage shall be held from progress payments. After issuance of a Certificate of Substantial Completion for the Contract Work, retainage may be reduced at the Owner's sole discretion. When the Construction Manager, Owner and Architect agree that the work, including all Punch List items, has been satisfactorily completed, the retainage may be reduced at the Owner's sole option to one percent (1%). Any retainage reduction must be approved by the Construction Manager, Architect, Owner and Surety prior to submitting an Application for Payment reflecting such reductions and shall include an executed AIA G707A Consent of Surety to reduction in or Partial Release of Retainage or AIA G707 Consent of Surety to Final Payment.

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 is deleted
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

Final Payment for the Work shall be made when the following conditions have been satisfied by the Contractor:
The Contractor shall deliver to the Owner:

- a. Final Releases of Liens and Waiver of Claims from the Contractor; and
- b. "As-built or Record Drawings" two sets of plans and specifications showing all changes, locations and installation shall be submitted to the architect for approval and forwarded to the Owner for his approval and acceptance, "As-built or Record Drawings" shall be provided on a drawing set sealed with the Architect's stamp; and
- c. One (1) complete set of O&M manuals divided by specification section, warranties and guarantees in three-ring binders, indexed with a table of contents approved by the Architect; and one complete set in an electronic format (CD/flash drive).
- d. A statement from the Contractor that there exist no pending or threatened claims against the Owner relating to the Work or for which the Owner may be liable which are unresolved or a statement of any unresolved issues; and
- e. All punch list items shall be satisfactorily completed, each punch list item signed and dated indicating when the correction was completed and inspected by the Owner, Architect and Engineer; and
- f. The Contractor shall deliver to the Owner attesting that various items of Work have been satisfactory completed in accordance with the requirements of the Contract Documents and in accordance with industry standards of workmanship.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

☒ Litigation in a court of competent jurisdiction.

☐ Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

0.0 % zero percent

§ 8.3 The Owner's representative:
(Name, address and other information)

Theresa R. Alban, Ph.D., Superintendent of Schools

§ 8.4 The Contractor's representative:
(Name, address and other information)

§ 8.5 The Contractor's representative shall not be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

§ 8.6.1 The cost of reproducing copies of any additional Construction Documents required for construction shall be at the sole cost of the Contractor.

§ 8.6.2 The Contractor, Subcontractors and all employees shall conform to all Board of Education policies when on Board of Education property, including but not limited to no smoking and the possession of deadly weapons.

§ 8.6.3 The Contractor shall appoint a safety officer who shall be available to the Owner. On a regular basis such safety officer shall inspect the job site for compliance to OSHA and MOSHA requirements. In the event of any job site violations of OSHA or MOSHA, the Contractor shall immediately rectify the situation and bring the job site into compliance.

§ 8.6.4 The Owner may issue a Notice to Contractor for failure to comply with the Contract requirements and/or the Contract Documents. Contractor must respond to such notice as practical, and Owner must receive a written response within two (2) business days of the Contractor's receipt of such notice. Inspections by Owner or the Owner's failure to issue such Notices shall not relieve the Contractor from full compliance with the Contract Documents.

§ 8.6.5 When Work is to be completed during operation of and use of the building Contractor shall ensure all building systems and egress/ingress remain operable and effective during the hours that the school is in use as determined by the Principal. Dividing walls or partitions shall be erected to separate construction and demolition activities from building activities and egress/ingress shall be maintained as stipulated by the relevant Government authorities, including the Fire Marshal.

§ 8.6.6 The Contractor and its Subcontractors shall staff the project with competent and experienced superintendents, foreman, and journeyman. The Electrical contractor must provide a Master Electrician and the Plumbing contractor must provide a Master Plumber to work on the Project. The number of apprentices working on the Project shall not exceed the ratio of one apprentice for every one journeyman, as per the DLLR requirements. If requested, the Contractor shall, within twenty-four (24) hours, provide documentation outlining specific experience for a journeyman, foreman or superintendent.

§ 8.6.7 Where required by the construction or bidding documents it is Contractor's sole responsibility to provide utilities, including but not limited to electricity, water, telephone, sewer and gas at the job site during the construction period, notwithstanding the indication of any utilities noted as existing in the Contract Documents.

§ 8.6.8 The Contractor shall promptly make available to the Owner complete copies of all executed Subcontracts and any changes, modifications or exclusions thereto, upon the Owner's request.

§ 8.6.9 The Architect or Engineer's approved shop drawings and or samples must be on site before work can begin on the applicable item of Work detailed on the shop drawings or stipulated in the specifications. The Contractor shall make the approved shop drawing available to the Owner's representative as needed to review the installation(s).

§ 8.6.10 All existing areas, interior and exterior, damaged during construction or renovation, are to be refurbished to their original condition.

§ 8.6.11 Any soil or excess excavation, including but not limited to rock, which is not required for the finished Work, shall be removed from the site as part of the Contract Sum.

§ 8.6.12 Notwithstanding any other contract provisions to the contrary, the mechanical system and plumbing system must be completely balanced and such balance must be accepted by the Engineer of record and/or the Commissioning Agent, before the warranty/guarantee period will begin.

§ 8.6.13 The Contractor shall provide not less than a 2 year material and labor warranty for the project, the 2 year warranty shall not diminish any extended warranty provided by equipment manufacturer's not limited to and including all HVAC equipment and Compressors.

§ 8.6.14 The Contractor and Subcontractors shall conform to all requirements of the following Maryland General Assembly Policies:

- .1 Maryland General Assembly House Bill 642 – Children – Child Care Facilities, Public Schools and Nonpublic Schools – Contractors and Subcontractors.
- .2 Maryland General Assembly Senate Bill 508 – Children Care Facilities, Public Schools and Nonpublic Schools – Contractors and Subcontractors.
- .3 The Contractor and Subcontractors shall not knowingly hire or retain any individual who has been convicted of a crime involving:
 1. An offense under 3-307 of the Criminal Law Article;
 2. Child sexual abuse under 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under 3-602 of the Criminal Law Article if committed in the State; or
 3. A crime of violence as defined in 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of 14-101 of the Criminal Law Article if committed in this State.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below or included in the FCPS bid package and addenda.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition as modified.

§ 9.1.2 The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

(Paragraph deleted)

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Frederick County Public Schools Bid Documents for this projects Bid(s).

Init.

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User Notes:

(947277109)

ARTICLE 10 INSURANCE AND BONDS

10.1 The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232-2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232-2009.)

10.2 Maryland Code 21-102 - A certificate of authority, or certified copy of a certificate of authority, issued by the Commissioner to a surety insurer shall be accepted as evidence of qualification to become sole surety on a bond, undertaking, recognizance, or other obligation required or allowed by law, or in the charter, ordinances, rules, or regulations of a municipal corporation, board, organization, court, judge, or public officer, without further proof or qualification regarding solvency, credit, or financial sufficiency to act as a surety or bidders may use bonding companies from Treasury approved sureties with an AM Best rating of A- or better rating.

10.3 The Contractor shall provide a Performance Bond with a Penal Sum equal to the Contract Sum. The Contractor shall provide a Payment Bond with a Penal Sum equal to the Contract Sum. All bonds shall be written on MD COMAR 21 07 02 10 Bond and will be from a surety company acceptable to the Owner.

10.4 The Contractor shall comply with the additional insurance requirements as set forth below:

(a) The Board of Education of Frederick County, Frederick County Council, the State of Maryland and the other entities stipulated by the Owner shall be named as an additional insured on the Contractor policies other than Worker's Compensation.

(b) All policies shall stipulate the Owner is to receive written notice thirty (30) days before cancellation.

(c) The Owner is to receive insurance certificates evidencing the compliance of insurance requirements at least (10) ten days before Work commences.

(d) Insurance policies shall contain a Waiver of Subrogation in favor of the Owner.

(e) General Liability and Umbrella Insurance policies are to be in "Occurrence Form".

(f) Insurance policies shall provide primary coverage to The Board of Education of Frederick County and Frederick County Council and the State of Maryland as additional insureds for loss, injury and damage arising out of or associated with the Work under this agreement as opposed to pro-rata with, concurrent with excess to any other insurance coverages by the Owner other than insurance Worker's Compensation Insurance.

(g) The Contractor shall purchase and maintain all insurance from an insurer acceptable to the Owner and lawfully authorized to do business in Maryland.

10.5 The Owner provides and maintains Builder's Risk Protection. The Contractor shall provide coverage for the first \$1,000.00 for damages per occurrence. This provision shall not release the contractor of the obligation to complete the work according to plans and specifications required by the contract, and the contractor his/her Surety shall be obligated to full performance of the contract's undertaking.

10.6 The Contractor shall provide insurance pursuant to the requirements set forth below:

Type of Insurance or Bond	Limit of Liability or Bond Amount
Part 1 Worker's Compensation Insurance	as required by statute
Part 2 Employers Liability:	
Bodily Injury by Accident	\$ 500,000.00 each accident
Bodily Injury by Disease	\$ 500,000.00 policy limits
Bodily Injury by Disease	\$ 500,000.00 each employee
Commercial General Liability Insurance, to include, premises, products, completed operations, personal injury and contractual: Aggregate to apply Per Project./Per Location, Occurrence	\$1,000,000.00
Each Occurrence	\$2,000,000.00

Init.

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General aggregate Limit (Per Site)	\$2,000,000.00 aggregate limit
Products and complete operation	\$1,000,000.00 each occurrence Limit
Personal & advertising injury	\$1,000,000.00
Fire damage	\$ 50,000.00
Medical Expense (Any One Person)	\$ 10,000.00 each occurrence
General Liability insurance shall provide coverage for:	
Completed Operations to meet the Statute of Repose & Statute of Limitations;	
Independent Contractors	
Contractual Liability	
Broad From Property Damage	
Liability arising from Explosion, Collapse and Underground Damage (X, C, U)	
Additional insured Endorsement (GL2010 11/85)	
Terrorism-Certified & Non Certified	
Option (b1)	
Automobile Liability Insurance, including owned, non-owned and hired vehicles	
Bodily injury liability	\$1,000,000.00 each person
Property damage liability	\$1,000,000.00 each occurrence
Option (b2)	
Combined single limit Bodily injury or property damage liability	
	\$1,000,000.00 each person
	\$1,000,000.00 each accident
Umbrella Excess Liability (true following form)	
	\$5,000,000.00 per Occurrence
	\$5,000,000.00 General Aggregate
	\$5,000,000.00 Products &
	Completed Operations
Any construction contractor providing Mass Grading, Masonry, Structural	
Steel, Superstructure or foundation concrete, Mechanical or Electrical	
contractors shall be required to carry the following Umbrella Excess	
Liability (true following form) minimum limits:	
	\$8,000,000.00 Each Occurrence
	\$8,000,000.00 General Aggregate
	\$8,000,000.00 Products &
	Completed Operations
Contractors Pollution Liability for contractors engaged in testing for,	
monitoring, clean-up, removal, containing, detoxifying, neutralizing,	
transporting, handling, storage treatment, or disposing of or processing	
any waste pollutants.	
	\$2,000,000.00 per Occurrence
	\$2,000,000.00 Aggregate

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

Theresa R. Alban, Ph.D., Superintendent
(Printed name and title)

(Printed name and title)

Additions and Deletions Report for

AIA® Document A132™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

...

Rock Creek School Replacement
Walkersville, Maryland 21793
Bid 19C14

...

Dustin Construction, Inc.
2510 Urbana Pike, Suite 201
Hjamsville, Maryland 21754
Telephone Number: 301-810-4320
Fax Number: 301-810-4325

...

Proffitt & Associates
49 South Carroll Street
Frederick, Maryland 21701
Telephone Number: 301-662-8532
Fax Number: 301-662-4192

PAGE 2

10 INSURANCE AND BONDS

EXHIBIT A – DETERMINATION OF THE COST OF THE WORK

...

§ 2.1 In addition to performing the Work as described in the Contract Documents, the Contractor shall perform the Work in accordance with all applicable ordinances, building codes, statutes, regulations and guidelines of all federal, state and local government authorities having jurisdiction over the Project.

§ 2.2 The Construction Manager will schedule and the Contractor shall attend the Pre-Construction Meeting and Progress Meetings. The Contractor shall require the attendance of Subcontractors at such meetings as needed or as required by the Construction Manager, Architect or Owner.

§ 2.3 In addition to progress and review meetings, the Contractor shall attend additional meetings with the Owner as needed and at the Owner's sole discretion. The Owner may designate the location and time of such meetings.

§ 2.4 Within (14) days after the Owner issues the notice to proceed the Prime Contractor(s) shall submit a Proposed Prime Contractor Schedule, the Proposed Prime Contractor Schedule shall indicate task(s) (the work), duration(s) (start and completion) and be compliant with the dates indicated by the Preliminary Schedule. Proposed Prime Contractor Schedule shall be in a Critical Path Method (CPM) and bar chart format, indicating sufficient detail, task(s) (the work) and durations(s) (start and completion) of each major item of the Work, the current status of each major item of Work indicating staffing and equipment to comply with the Preliminary Schedule. Prime Contractor(s) shall provide additional detail when requested by the Construction Manager or Owner and update their Proposed Prime Contractor Schedule to be compliant with the Contract Schedule requirements as provided by the Construction Manager. A Contract Schedule will be formulated by the Construction Manager from requested Prime Contractor Schedules as indicated by Schedule Designations below. Within 7 days of a request by the Construction Manager or Owner, the Prime Contractor shall furnish to the Owner and Construction Manager a Progress Schedule showing the current progress and completion stage of the Work as compared to the Contract Schedule. The Progress Schedule shall clearly identify any item of Work, which is behind the Contract Schedule along with the Prime Contractor's increase manpower and equipment necessary to comply with the Contract Schedule as updated by the Construction Manager. Progress Schedule(s) shall be in a Critical Path Method (CPM) and bar chart format as requested by the Owner.

Schedule designations:

Preliminary Schedule – This schedule is the basis for the contractor to formulate the bid, providing materials and method to complete work with-in time frames allotted allowing construction time for other activities.

Contract Schedule – this schedule formulated by the Construction Manager with input from Prime Contractors awarded Contracts, every effort will be made to provide time requested by Prime Contractors: however, the project Substantial Completion shall not be jeopardized as time is of the essence.

Progress Schedule – This schedule shall reflect actual progress as related to the Contract Schedule and any extensions approved in accordance with the requirements of the Contract.

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

PAGE 3

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (—) days from the date of commencement, or as follows:-

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

...

§ 3.4 The Contractor acknowledges and agrees that time is of the essence in achieving Substantial Completion and that a delay in achieving Substantial Completion will result in increased costs to the Owner. In the event that the Contractor does not achieve Substantial Completion as stipulated in Article 3.3, including approved extensions, the Contractor and the Contractor's surety shall be liable for and shall pay liquidated damages to the Owner. For each calendar day required to achieve Substantial Completion beyond the Substantial Completion Date authorized by the Contract, the Contractor shall pay to the Owner all direct costs charged to the Owner plus liquidated damages on account of Owner's staff expense and on account of student inconvenience, disruption, and dislocation the sum of \$1,000.00 per day.

§ 3.5 The Contractor shall not be entitled to any form of damages or other compensation for not being able to achieve Substantial Completion earlier than the date as set forth in Article 3.3. Additionally, the Contractor shall not be entitled to any form of damages or other compensation from the Owner by reason of delay or interruption of its work caused by other Contractors or utilities working on the Project. Contractor shall indemnify Owner against any and all loss, cost and damages that Owner may be caused to sustain by reason of claims from any other contractor working on the Project caused in whole or in part by the acts of the Contractor or those for whom it is responsible.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following, as follows:

PAGE 4

[XXX] Stipulated Sum, in accordance with Section 4.2 below

[—] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below

[—] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 above complete Section 4.2 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.) Section 5.1.4.

...

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed — percent (— %) of the standard rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

~~§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.4.5 Rental rates for Contractor owned equipment shall not exceed _____ percent (____%) of the standard rate paid at the place of the Project.~~

~~§ 4.4.6 Unit Prices, if any:~~

~~(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.4.7 Guaranteed Maximum Price~~

~~§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed _____ (\$ _____), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. (Insert specific provisions if the Contractor is to participate in any savings.)~~

~~§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:~~

~~§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:~~

~~(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)~~

Item	Allowance
------	-----------

~~§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

...

The billing period shall be as required herein and as indicated by the specifications. Construction Managers are required to submit overall estimated billing by the 28th of each month for the current month. The Contractor must provide estimates to the Construction Manager as specified by the Construction Manager. Contractors' failure to provide estimate to the Construction Manager as requested may delay processing their Application for Payment. Frederick County Public Schools requires overall estimates in compliance with Frederick County Government's funding requirements and in order to obtain funds for Contractors Applications for Payments.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the first day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the twenty-fifth day of the same month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Construction Manager-Owner receives the Application for Payment.

PAGE 5

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract

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Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (— %)~~. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions; five percent (5 %);

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), ~~less retainage of percent (— writing provided the Contractor provides an insurance certificate listing The Board of Education of Frederick County as a named insured)~~, less retainage of five percent (5 %);

...

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to five percent (5 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

...

Five percent (5%) retainage shall be held from progress payments. After issuance of a Certificate of Substantial Completion for the Contract Work, retainage may be reduced at the Owner's sole discretion. When the Construction Manager, Owner and Architect agree that the work, including all Punch List items, has been satisfactorily completed, the retainage may be reduced at the Owner's sole option to one percent (1%). Any retainage reduction must be approved by the Construction Manager, Architect, Owner and Surety prior to submitting an Application for Payment reflecting such reductions and shall include an executed AIA G707A Consent of Surety to reduction in or Partial Release of Retainage or AIA G707 Consent of Surety to Final Payment.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 ~~Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;~~
- .2 ~~Add the Contractor's Fee, less retainage of — percent (— %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- .3 ~~Subtract retainage of — percent (— %) from that portion of the Work that the Contractor self performs;~~
- .4 ~~Subtract the aggregate of previous payments made by the Owner;~~
- .5 ~~Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- .6 ~~Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™ 2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.~~

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 — Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;
- .2 — Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 — Add the Contractor's Fee, less retainage of — percent (— %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 — Subtract retainage of — percent (— %) from that portion of the Work that the Contractor self performs;
- .5 — Subtract the aggregate of previous payments made by the Owner;
- .6 — Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 — Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.

~~§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.~~

~~§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

~~§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.~~

PAGE 6

- ~~2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and is deleted~~
- ~~3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:~~

Final Payment for the Work shall be made when the following conditions have been satisfied by the Contractor:
The Contractor shall deliver to the Owner:

- a. Final Releases of Liens and Waiver of Claims from the Contractor; and
- b. "As-built or Record Drawings "two sets of plans and specifications showing all changes, locations and installation shall be submitted to the architect for approval and forwarded to the Owner for his approval and acceptance, "As-built or Record Drawings" shall be provided on a drawing set sealed with the Architect's stamp; and
- c. One (1) complete set of O&M manuals divided by specification section, warranties and guarantees in three-ring binders, indexed with a table of contents approved by the Architect; and one complete set in an electronic format (CD/flash drive).
- d. A statement from the Contractor that there exist no pending or threatened claims against the Owner relating to the Work or for which the Owner may be liable which are unresolved or a statement of any unresolved issues; and
- e. All punch list items shall be satisfactorily completed, each punch list item signed and dated indicating when the correction was completed and inspected by the Owner, Architect and Engineer; and
- f. The Contractor shall deliver to the Owner attesting that various items of Work have been satisfactory completed in accordance with the requirements of the Contract Documents and in accordance with industry standards of workmanship.

...

[XXX] Litigation in a court of competent jurisdiction.

PAGE 7

~~§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~

~~§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232 - 2009.~~

~~§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232 - 2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:~~

- ~~1 Take the Cost of the Work incurred by the Contractor to the date of termination;~~

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- 2 — Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- 3 — Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232-2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232-2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232-2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

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0.0 % zero percent

...

Theresa R. Alban, Ph.D., Superintendent of Schools

...

§ 8.5 Neither the Owner's nor the Contractor's representative shall not be changed without ten days written notice to the other party.

...

§ 8.6.1 The cost of reproducing copies of any additional Construction Documents required for construction shall be at the sole cost of the Contractor.

§ 8.6.2 The Contractor, Subcontractors and all employees shall conform to all Board of Education policies when on Board of Education property, including but not limited to no smoking and the possession of deadly weapons.

§ 8.6.3 The Contractor shall appoint a safety officer who shall be available to the Owner. On a regular basis such safety officer shall inspect the job site for compliance to OSHA and MOSHA requirements. In the event of any job site violations of OSHA or MOSHA, the Contractor shall immediately rectify the situation and bring the job site into compliance.

§ 8.6.4 The Owner may issue a Notice to Contractor for failure to comply with the Contract requirements and/or the Contract Documents. Contractor must respond to such notice as practical, and Owner must receive a written response within two (2) business days of the Contractor's receipt of such notice. Inspections by Owner or the Owner's failure to issue such Notices shall not relieve the Contractor from full compliance with the Contract Documents.

§ 8.6.5 When Work is to be completed during operation of and use of the building Contractor shall ensure all building systems and egress/ingress remain operable and effective during the hours that the school is in use as determined by the Principal. Dividing walls or partitions shall be erected to separate construction and demolition activities from building activities and egress/ingress shall be maintained as stipulated by the relevant Government authorities, including the Fire Marshal.

§ 8.6.6 The Contractor and its Subcontractors shall staff the project with competent and experienced superintendents, foreman, and journeyman. The Electrical contractor must provide a Master Electrician and the Plumbing contractor must provide a Master Plumber to work on the Project. The number of apprentices working on the Project shall not exceed the ratio of one apprentice for every one journeyman, as per the DLLR requirements. If requested, the Contractor shall, within twenty-four (24) hours, provide documentation outlining specific experience for a journeyman, foreman or superintendent.

§ 8.6.7 Where required by the construction or bidding documents it is Contractor's sole responsibility to provide utilities, including but not limited to electricity, water, telephone, sewer and gas at the job site during the construction period, notwithstanding the indication of any utilities noted as existing in the Contract Documents.

§ 8.6.8 The Contractor shall promptly make available to the Owner complete copies of all executed Subcontracts and any changes, modifications or exclusions thereto, upon the Owner's request.

§ 8.6.9 The Architect or Engineer's approved shop drawings and or samples must be on site before work can begin on the applicable item of Work detailed on the shop drawings or stipulated in the specifications. The Contractor shall make the approved shop drawing available to the Owner's representative as needed to review the installation(s).

§ 8.6.10 All existing areas, interior and exterior, damaged during construction or renovation, are to be refurbished to their original condition.

§ 8.6.11 Any soil or excess excavation, including but not limited to rock, which is not required for the finished Work, shall be removed from the site as part of the Contract Sum.

§ 8.6.12 Notwithstanding any other contract provisions to the contrary, the mechanical system and plumbing system must be completely balanced and such balance must be accepted by the Engineer of record and/or the Commissioning Agent, before the warranty/guarantee period will begin.

§ 8.6.13 The Contractor shall provide not less than a 2 year material and labor warranty for the project, the 2 year warranty shall not diminish any extended warranty provided by equipment manufacturer's not limited to and including all HVAC equipment and Compressors.

§ 8.6.14 The Contractor and Subcontractors shall conform to all requirements of the following Maryland General Assembly Policies:

- .1 Maryland General Assembly House Bill 642 – Children – Child Care Facilities, Public Schools and Nonpublic Schools – Contractors and Subcontractors.
- .2 Maryland General Assembly Senate Bill 508 – Children Care Facilities, Public Schools and Nonpublic Schools – Contractors and Subcontractors.
- .3 The Contractor and Subcontractors shall not knowingly hire or retain any individual who has been convicted of a crime involving:
 1. An offense under 3-307 of the Criminal Law Article;
 2. Child sexual abuse under 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under 3-602 of the Criminal Law Article if committed in the State; or
 3. A crime of violence as defined in 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of 14-101 of the Criminal Law Article if committed in this State.

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§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below or included in the FCPS bid package and addenda.

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§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser ~~Edition~~Edition as modified.

§ 9.1.2 The General Conditions ~~are are~~ AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser ~~Edition~~Edition as modified.

...

~~Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.~~

...

Frederick County Public Schools Bid Documents for this projects Bid(s).

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10.1 The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

10.2 Maryland Code 21-102 - A certificate of authority, or certified copy of a certificate of authority, issued by the Commissioner to a surety insurer shall be accepted as evidence of qualification to become sole surety on a bond, undertaking, recognizance, or other obligation required or allowed by law, or in the charter, ordinances, rules, or regulations of a municipal corporation, board, organization, court, judge, or public officer, without further proof or qualification regarding solvency, credit, or financial sufficiency to act as a surety or bidders may us bonding companies from Treasury approved sureties with an AM Best rating of A- or better rating.

10.3 The Contractor shall provide a Performance Bond with a Penal Sum equal to the Contract Sum. The Contractor shall provide a Payment Bond with a Penal Sum equal to the Contract Sum. All bonds shall be written on MD COMAR 21 07 02 10 Bond and will be from a surety company acceptable to the Owner.

10.4 The Contractor shall comply with the additional insurance requirements as set forth below:

(a) The Board of Education of Frederick County, Frederick County Council, the State of Maryland and the other entities stipulated by the Owner shall be named as an additional insured on the Contractor policies other than Worker's Compensation.

(b) All policies shall stipulate the Owner is to receive written notice thirty (30) days before cancellation.

(c) The Owner is to receive insurance certificates evidencing the compliance of insurance requirements at least (10) ten days before Work commences.

(d) Insurance policies shall contain a Waiver of Subrogation in favor of the Owner.

(e) General Liability and Umbrella Insurance policies are to be in "Occurrence Form".

(f) Insurance policies shall provide primary coverage to The Board of Education of Frederick County and Frederick County Council and the State of Maryland as additional insureds for loss, injury and damage arising out of or associated with the Work under this agreement as opposed to pro-rate with, concurrent with excess to any other insurance coverages by the Owner other than insurance Worker's Compensation Insurance.

(g) The Contractor shall purchase and maintain all insurance from an insurer acceptable to the Owner and lawfully authorized to do business in Maryland.

10.5 The Owner provides and maintains Builder's Risk Protection. The Contractor shall provide coverage for the first \$1,000.00 for damages per occurrence. This provision shall not release the contractor of the obligation to complete the work according to plans and specifications required by the contract, and the contractor his/her Surety shall be obligated to full performance of the contract's undertaking.

10.6 The Contractor shall provide insurance pursuant to the requirements set forth below:

<u>Type of Insurance or Bond</u>	<u>Limit of Liability or Bond Amount (\$0.00)</u>
<u>Part 1 Worker's Compensation Insurance</u>	<u>as required by statute</u>
<u>Part 2 Employers Liability:</u>	
<u>Bodily Injury by Accident</u>	<u>\$ 500,000.00 each accident</u>
<u>Bodily Injury by Disease</u>	<u>\$ 500,000.00 policy limits</u>
<u>Bodily Injury by Disease</u>	<u>\$ 500,000.00 each employee</u>
<u>Commercial General Liability Insurance, to include, premises, products, completed operations, personal injury and contractual: Aggregate to apply Per Project./Per Location, Occurrence</u>	<u>\$1,000,000.00</u>
<u>Each Occurrence</u>	<u>\$2,000,000.00</u>
<u>General aggregate Limit (Per Site)</u>	<u>\$2,000,000.00 aggregate limit</u>
<u>Products and complete operation</u>	<u>\$1,000,000.00 each occurrence Limit</u>
<u>Personal & advertising injury</u>	<u>\$1,000,000.00</u>
<u>Fire damage</u>	<u>\$ 50,000.00</u>
<u>Medical Expense (Any One Person)</u>	<u>\$ 10,000.00 each occurrence</u>
<u>General Liability insurance shall provide coverage for:</u>	
<u>Completed Operations to meet the Statute of Repose & Statute of Limitations:</u>	
<u>Independent Contractors</u>	
<u>Contractual Liability</u>	
<u>Broad Form Property Damage</u>	
<u>Liability arising from Explosion, Collapse and Underground Damage (X, C, U)</u>	
<u>Additional insured Endorsement (GL2010 11/85)</u>	
<u>Terrorism-Certified & Non Certified</u>	
<u>Option (b1)</u>	
<u>Automobile Liability Insurance, including owned, non-owned and hired vehicles</u>	
<u>Bodily injury liability</u>	<u>\$1,000,000.00 each person</u>
<u>Property damage liability</u>	<u>\$1,000,000.00 each occurrence</u>
<u>Option (b2)</u>	
<u>Combined single limit Bodily injury or property damage liability</u>	<u>\$1,000,000.00 each person</u>
	<u>\$1,000,000.00 each accident</u>
<u>Umbrella Excess Liability (true following form)</u>	<u>\$5,000,000.00 per Occurrence</u>
	<u>\$5,000,000.00 General Aggregate</u>
	<u>\$5,000,000.00 Products & Completed Operations</u>
<u>Any construction contractor providing Mass Grading, Masonry, Structural Steel, Superstructure or foundation concrete, Mechanical or Electrical contractors shall be required to carry the following Umbrella Excess Liability (true following form) minimum limits:</u>	<u>\$8,000,000.00 Each Occurrence</u>
	<u>\$8,000,000.00 General Aggregate</u>
	<u>\$8,000,000.00 Products & Completed Operations</u>
<u>Contractors Pollution Liability for contractors engaged in testing for, monitoring, clean-up, removal, containing, detoxifying, neutralizing, transporting, handling, storage treatment, or disposing of or processing any waste pollutants.</u>	<u>\$2,000,000.00 per Occurrence</u>

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\$2,000,000.00 Aggregate

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Theresa R. Alban, Ph.D., Superintendent

Certification of Document's Authenticity

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I, Brian Staiger, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:36:36 ET on 04/02/2019 under Order No. 7642102590 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA® Document A232™ – 2009

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

Rock Creek School Replacement
Walkersville, Maryland 21793
Bid 19C14

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Dustin Construction, Inc.
2510 Urbana Pike, Suite 201
Ijamsville, Maryland 21754

THE OWNER:

(Name, legal status and address)

The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

THE ARCHITECT:

(Name, legal status and address)

Proffitt & Associates
49 South Carroll Street
Frederick, Maryland 21701

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. As specifically enumerated in the Agreement, the Contract Documents shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding requirements).

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 1.1.5 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under the Architect respective professional services agreement with the Owner. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials. As the design progresses and payments to the Architect are made by the Owner the instruments of services become the property of The Frederick County Public Schools, see 1.5.1 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

§ 1.1.8 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In case of

conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement
2. Addenda with those of late date having precedence over those of earlier date
3. The Supplementary Conditions
4. The General Conditions of the Contract for Construction
5. The Contract Specifications
6. The Contract Drawings

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. The Construction Manager will indicate the work that is required by specific contractors, as appropriate the construction manager may indicate divisions of the work by specifications section, drawing references and or by text descriptions.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications, and The Board of Education of Frederick County will own and retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of The Board of Education of Frederick County, the Architect, or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The Construction Manager and the Architect do not have such authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Is deleted

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. Fees for trade and specialty permits, including but not limited to, electrical, plumbing, elevator, fire review(s) and inspection, boiler, pressure vessel and fuel burning permits and all reinspections shall be paid by and at the Contractor's expense.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, which are known to the Owner, and a legal description of the site if requested by the Contractor. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract or Bidding Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to maintain progress per the schedule and fails within a three-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice or waiver to other rights or remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies and expediting the Work to comply with the scheduled progress, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager, the Owner or the Architect in the administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

(Paragraph deleted)

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor represents that it has received all information it needs concerning the conditions of the Project site. The Contractor represents that it has inspected the location of the Work and has satisfied itself as to the condition thereof or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. Based upon the foregoing inspections, understandings, agreements and acknowledgements, the Contractor agrees and acknowledges that the Contract Sum is just and reasonable compensation for all the Work and that the Work shall not result in any lateral or vertical movement of any structure due to the Contractor's construction activities. The Contractor shall exercise special care in executing subsurface Work in proximity of subsurface utilities, improvements and easements.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report in writing to the Construction Manager and Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without providing written notice to the Owner, Construction Manager and Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear the costs for correction.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or in the exercise of due diligence should have been discovered or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not

be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or the Architect or of other Contractors during the performance of the Work or by Tests, inspections or approvals required or performed by persons other than the Contractor, including inspections or approvals performed by the Owner's personnel or by any public authority.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects and faults in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 The Minimum Warranty Period will be two (2) years from the date of substantial completion of the project. The Warranty shall include extended warranty period(s) available from equipment manufactures and or extended warranties as required by project specification are required as if individually enumerated herein.

§ 3.5.3 Notwithstanding any other contract provisions to the contrary, the mechanical system and plumbing system must be completely balanced and such balance must be accepted by the Engineer of record and/or the Commissioning Agent before the warranty/guarantee period will begin.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the Architect, shall secure and pay for the building permit and grading permit. The Contractor shall secure and pay for other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Fees for trade and a specialty permit including, but not limited to, electrical, plumbing, elevator, fire review(s), inspections and reinspections, boiler, pressure vessel and fuel burning permits, shall be paid by and at Contractor's expense.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. Compliance with local governing jurisdiction requirements shall be completed at no additional cost to the Owner.

§ 3.7.3 If the Contractor performs Work knowing it to be or should have known to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. The provisions of this Agreement regarding compensation and damages, including delay damages, shall apply.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent and Project Manager

§ 3.9.1 The Contractor shall employ a competent superintendent, project manager and necessary assistants who shall be in attendance at the Project site during performance of the Work. Prior to being assigned to the Project all management staff shall be subject to the approval of the Owner. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Communications shall be confirmed in writing.

§ 3.9.2 Prior to being assigned to the Project both the Project Manager and Superintendent shall be subject to the approval of the Construction Manager and Owner. Once approved, the Superintendent and Project Manager will not be removed from the Project without the Construction Manager and Owner's written consent. The Owner reserves and retains the right, at its sole and absolute discretion, to order the Contractor to replace any of the Contractor's employees. In the event the Owner requests Contractor employees' removal, the Contractor shall promptly replace such employees with competent replacements satisfactory to the Owner. The Contractor shall not change the Superintendent or Project Manager without the Owner's consent.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. Once approved all management staff shall not be removed from the Project so long as they are in the employ of the Contractor without Owner's consent.

§ 3.9.4 The Owner has the right, at any time, in its sole and absolute discretion to order the Project Manager or Superintendent or assistances be removed from the Project. In such event, the Project Manager, Superintendent and/or assistances shall be immediately removed from the site and shall promptly be replaced by a competent replacement satisfactory to the Owner. Superintendent and necessary assistants shall be in attendance at the Project site during performance of the Work to include the completion of all punch list items.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 Within (14) days after the Owner issues the notice to proceed each Prime Contractor(s) shall submit a Proposed Prime Contractor Schedule, the Proposed Prime Contractor Schedule shall indicate task(s) (the work), duration(s) (start and completion) and be compliant with the dates indicated by the Construction Managers Preliminary Schedule. Proposed Prime Contractor Schedule shall be in a Critical Path Method (CPM) and bar chart format, indicating sufficient detail, task(s) (the work) and durations(s) (start and completion) of each major item of the Work, the current status of each major item of Work indicating staffing and equipment to comply with the Preliminary Schedule. Prime Contractor(s) shall provide additional detail when requested by the Construction Manager or Owner and update their Proposed Prime Contractor Schedule to be compliant with the Contract Schedule requirements as provided by the Construction Manager. A Contract Schedule will be formulated by the Construction Manager from requested Prime Contractor Schedules as indicated by Schedule Designations below. Within 7 days of a request by the Construction Manager or Owner, the Prime Contractor shall furnish to the Owner and Construction Manager a Progress Schedule showing the current progress and completion stage of the Work as compared to the Contract Schedule. Progress Schedule shall clearly identify any item of Work, which is behind the Contract Schedule along

with the Prime Contractor's increase manpower and equipment necessary to comply with the Contract Schedule as updated by the Construction Manager. Progress Schedule(s) shall be in a Critical Path Method (CPM) and bar chart format as requested by the Owner. Schedule designations: Preliminary Schedule – This schedule is the basis for the contractor to formulate the bid, providing materials and method to complete work with-in time frames allotted allowing construction time for other activities. Contract Schedule – this schedule formulated by the Construction Manager with input from Prime Contractors awarded Contracts, every effort will be made to provide time requested by Prime Contractors; however, the project Substantial Completion shall not be jeopardized as time is of the essence. Progress Schedule – This schedule shall reflect actual progress as related to the Contract Schedule and any extensions approved in accordance with the requirements of the Contract. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The Owner may request, and Contractor shall provide, at any time during the course of the Project, that As-Built Drawings shall reflect the then existing stage of construction as actually built be submitted to the Owner for its review. If such drawings are not provided Owner may withhold the Next scheduled payment, or in its discretion a portion thereof, until the requested drawings are provided.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept

expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. The Contractor shall submit shop drawings to the Architect for all structural elements of the Work and such other portions of the Work required by the Contract Documents. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design

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concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager and Architect access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner, Architect, or Construction Manager. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder including but not limited to the contributing negligence of such party to be indemnified. Such obligation shall not be construed to negate, abridge

or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.3 Duties, responsibilities and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Contractor. Consent shall not be unreasonably withheld.

§ 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The duties of the Architect shall be governed by the Agreement between the Owner and Architect, and will visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Full time on-site inspection services are not part of the Owner Architect Agreement. It shall nevertheless be the obligation of the Architect, its Engineers and its Consultants to visit the site enough and at appropriate intervals and stages, of the construction, and inspect the on-going Work closely enough, so that construction methods, materials and procedures which are not in accordance with the Construction Documents or applicable laws, statutes, ordinance or codes, or within accepted industry standards and practices maybe observed with reasonable diligence, and to determine whether the design intent is being carried out. Such observations shall be reported in writing within 48 hours to the Owner, Construction Manager, Contractor and Owner's representative immediately. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work. Notwithstanding other provisions in this Agreement to the contrary, for the purpose of effectuating the Architect's duties in this section, the Architect shall be responsible for exercising reasonable care and diligence in observing on-going Work. No inspections or approvals or failure to inspect or approve by the Architect shall relieve the Contractor from complying in all respects with the requirements of the Contract Documents.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably

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informed of the progress of the Work, and will report to the Owner and Architect (1) deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.3.1 Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, for additional services which may be charged by the Construction Manager or Architect for additional site visits made necessary by the fault or neglect of the Contractor.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all valid submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 The Architect will review and comment or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any local Government authorities require certification or correctness of any structural shop drawings by the Architect of record, the Architect will sign and certify the shop drawings only after the shop drawings have been signed and certified by the both the structural engineer and other professional engineer registered in the State of Maryland on behalf of the manufacturer, fabricator, Subcontractor, or Contractor. The cost for such additional engineering certification shall be borne by the Contractor.

§ 4.2.12 The Construction Manager will prepare all PCO's and Change Orders and if necessary the Architect will prepare and provide any Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7 and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.17 The Architect will interpret and decide matters concerning performance under, and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.18 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and

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decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.19 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information as reviewed.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, shall within 5 working days after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract or propose to contract with a person or entity or subcontractor unless the Contractor is satisfied that such person, entity, or Subcontractor is technically and financially qualified to perform to perform the Work as a Subcontractor in accordance with the Contract Documents to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not change or substitute a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such change or substitution.

§ 5.2.5 The Contractor shall not enter into any Subcontract, Contract agreement, purchase order or other arrangement for the furnishing of any portion of the materials, services, equipment or Work with any party or entity as such party or entity is an affiliated entity with which the Contractor has a direct or indirect ownership, control or interest unless such Agreement has been approved by the Owner after full disclosure in writing by the Contractor to the Owner of such affiliation or relationship and all details relating to the proposed arrangements.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Contractor shall not withhold sums earned by any Subcontractor on this Project by reason of obligations which may be owing to Contractor from Subcontractor on any other projects ("cross withholding"). Any such cross withholding shall be grounds for termination of Contractor or, in Owner's sole discretion, shall authorize the Owner to engage another Subcontractor to perform the Work at Contractor's expense including all damages and losses caused to Owner by such Subcontractor substitution.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right and may perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations

and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11 and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner, Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 of the Contract Documents. Contract Language contained in Article 7 as modified herein will take precedence over all other change order pricing provisions in the contract documents. The Contractor agrees that it will incorporate the provisions of this Article 7 into all agreements with lower tier Contractors. It is further understood and agreed that these change order pricing provisions apply to all types of contracts, subcontracts, and purchases. Owner and Owner's Accountant shall be afforded access to Contractor's records, books, and correspondence, instructions, drawings, receipts, subcontractors, purchase orders, vouchers, and any other data relating to the project as are necessary to verify the cost of any change, including wages and benefits paid, for which compensation is sought under this Article.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone. Verbal notification approving the Contractor to proceed with a change in the work shall be confirmed in a written format via, CCD, Change Order, Progress minutes, e-mail or other written correspondence and should be made as soon as practical.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or

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order for a minor change in the Work. A Change Order or Construction Change Directive involving unit cost shall be equitably adjusted in accordance with 7.3.4.

§ 7.1.4 The Contractor and Sub Contractors must comply with all requirements specified by Article 7 Changes In The Work and each of the sub paragraph of Article 7 including, 7.2 Change Orders which shall be applied to Article 7.3 Construction Change Directivities to include 7.3.1, through 7.3.10 in the entirety to finalize the change in the contract scope.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time; and
- .4 Comply with all requirements of 7.2.2 below and 7.3.4.

No Change Order shall exceed any of the limitations and requirements of the Contract Documents.

§ 7.2.2 The Contractor shall comply with the following regarding Changes:

(A) A Notice or Request for Change must comply with all of the following:

- .1 specifically and in detail describe the nature and cause of the Claim and,
- .2 specifically reference the detail(s) on the plans and the specification section(s) that are affected and,
- .3 contain an estimate of the increase or decrease in the cost to the Owner and,
- .4 include supporting documentation that satisfactorily justifies to the Owner overhead, profit, insurance, sales or payroll taxes and incorporate a detailed quantity survey of all work added and deleted and,
- .5 be submitted in a format acceptable to the Owner.

(B) Additive Changes must comply with the following Mark-Up schedule for Overhead, profit and bond:

If the Cost of proposed change is \$0.00 to \$ 4,999.99 the combining overhead, profit and bond must not exceed 20%,

If the Cost of proposed change is \$5,000.00 to \$ 14,999.99 the combining overhead, profit and bond must not exceed 15%,

If the Cost of proposed change is \$15,000.00 to \$ 24,999.99 the combining overhead, profit and bond must not exceed 10%,

If the Cost of proposed change is \$25,000.00 to \$ 49,999.99 the combining overhead, profit and bond must not exceed 7%,

If the Cost of proposed change is over \$50,000.00 the combining overhead, profit and bond will be negotiated but will not exceed 5%, the cost of the bond shall be clearly indicated in the detailed proposal regardless of the proposed cost.

(C) The Contractors markup of subcontractor work and supplier's material(s) shall not exceed 7% for changes up to \$24,999.99 and the markup shall be negotiated for changes over \$25,000.00 but shall not exceed 5% of the subcontractor(s) cost of the work.

(D) Overhead cost shall include all the general conditions expenses, including but not limited to all coordination, calculations, engineering, field and office supervision, field and office rent, utilities, telephone and communications expenses, office supplies, clean-up, debris expenses, administration and preparation. When both additions and deletions are involved in any one change, the allowance for overhead, profit and bond shall be computed on the net increase, if any, with respect to the change.

(E) For decreases in the Work or credits, the Contract shall be decreased 100% of the scheduled value of the deleted Work plus 3% for overhead, profit, and bond as applicable for the Contractor and Subcontractor(s) work or credits.

(F) The Contractor's total charge to the Owner for the use of equipment owned in whole or in part by the Contractor, its Owners, directors, officers, shareholders, or affiliated or related persons or entities shall consider the rate agreed upon between the Contractor, Owner and Architect at the beginning of the project less operator and fuel. Reference materials such as "the AED Green Book" should be used to establish market rental rates for equipment. The following shall apply;

- .1 The appropriate duration of hourly rate shall be calculated based on the entire duration the piece of equipment is on the FCPS site (e.g. if the equipment item has been on the project for 30 days or more the hourly rate shall be the monthly rental divided by 176 hours; if on the project for one week the hourly rental shall be the weekly rental divided by 40; if on the project for a day the hourly rental shall be the daily rental divided by 8; if brought to the project for the specific operation the minimal rental period shall apply.) Minimal rental durations will be considered for equipment rented for specific project purposes; and
- .2 The Contractor shall not invoice for delivery or removal of the equipment to or from the job site; and

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- .3 In no event shall the total payment paid by the Owner on any such piece of equipment exceed fifty percent (50%) of its purchase price.

(G) Subcontractor shall comply with the requirements specified above for the Contractor regarding Changes.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall not exceed any requirements listed in Article 7 including all sub-sections and shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted. Unit prices are inclusive of all cost including overhead profit, bond and insurance.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Wages for Construction Workers, including supervision, directly employed to perform the construction of the work at the site. Unless otherwise agreed to by Addendum to this Contract, Labor Burden shall be limited to: social security, old age and unemployment insurance, health and life insurance benefits, sick leave, holidays, military leave, vacation, and pension, as well as fringe benefits required by collective bargaining agreement, and workers compensation insurance or as otherwise required by law;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change provided, however, the Contractor shall provide an itemized breakdown showing quantities, unit costs, hours and rates of labor, and other costs and such detail as may be required to allow the reasonableness of cost to be established. Similar cost information covering Subcontractors' Work shall be included as a part of the Contractor's Proposal. Minimum charges for "handling" will not be acceptable. The allowable overhead and profit Mark-Ups to be included in the Total Cost to Owner shall be based on paragraph 7.2 and:
 - .1 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of the cost including labor, materials and Subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a charge involving over \$500.00 be approved without such itemization;
 - .2 A Change Order must include each of the items listed in this Article 7. In the event there is no change in the Contract time or Contract amount, it must be noted that no such change is intended. A Change Order is all-inclusive, that is, a Change Order must indicate the change in Contract amount, including any overhead and profit. The Contractor cannot later request additional sums for a prior Change Order because it did not include overhead, profit, or similar items. If additional Contract time is indicated on the Change Order and the Contractor intends to claim any cost for time on any basis, the Change Order must include all additional costs, if any, associated with the additional time; and
 - .3 Where both additions and credits are involved in any one Change Order the allowance of overhead and profit shall be figured on the basis of the net increase, if any.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect, credit shall be as required by Article 7 mark-up schedule. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change per the mark-up schedule.

§ 7.3.9 Pending final determination of the actual cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such costs that remains in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order otherwise, if contractor is directed to proceed by Owner or Construction Manager, the matter shall be considered a Claim under Article 15. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect with the consent of the Owner has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement shall be fixed in a Notice to Proceed.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Contractor waives any all rights to any increased payments for delay damages, whether by Change Order or otherwise, to include overhead, extended overhead, extended general conditions, or for any other delay-based amounts of any kind or nature, for any delay by reason of the events referred to this in this subparagraph or any other event of any kind or nature. Contractor's remedy is limited to an extension of time as set forth herein.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 is deleted.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 Schedule of Values

§ 9.2.1 Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner, Construction Manager and Architect may require. This schedule, unless objected to by the Owner, Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect. The owner reserves the right to request the contractor to provide additional detail substantiating the schedule of values.

§ 9.2.2 The Contractor shall include a line item in the schedule of values for production of project record documents. The minimum value established will be indicated within each individual Prime Contract Package scope of work.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect

retainage if provided for in the Contract Documents. Applications for payments shall be based upon the schedule of values and shall be in a form and content satisfactory to the Owner; each Application for Payment shall include and be accompanied by the following:

- (a) A Contractor's Application for Payment and Cost Certification Statement AIA forms 732, 703, and IAC/PSCP 306.4 with attachment "G Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment (June 2008 or current form)" including a statement from the Contractor that all items of construction for which payment is sought have been incorporated into the Project or properly stored in accordance with the Contract Document, and;
- (b) The Construction Manager shall provide the Architect with G736 and G737, Project Application and Project Certification for Payment including each contractor(s) G732 and G703 Application and Certification for Payment properly executed within the past 7 days by Contractor(s) and Construction Manager, the Architect shall execute approved documents rejecting inappropriate amounts submitted by the Contractor(s) within three days and;
- (c) The Contractor's and applicable Subcontractor's Release of Liens and Waivers of Claims as requested by the owner, Construction Manager, Architect; and;
- (d) Such other documentation that the Owner, Construction Manager, Architect may reasonably require after discussion with Contractor.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, and included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay in accordance with the Contract Documents.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for

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progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to their individual evaluation of the Work for conformance with the Contract Documents upon Substantial Completion which may include, results of subsequent tests and inspections, correction of minor deviations from the Contract Documents prior to completion and specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification may be made for previously withheld amounts after the contractor revises and resubmits a current application for payment including such amounts that were previously withheld.

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager and both will reflect such payment on the next Certificate for Payment.

§ 9.5.4 If the Contractor disputes any determination by the Architect or Owner with regard to any Applications for Payment, the Contractor shall nevertheless expeditiously continue to execute the Work and shall make claim as provided in Article 15.

§ 9.5.5 The Owner shall not be deemed to be in breach of this Contract by reason of the withholding of any payment pursuant to any provision of the Contract Documents provided the Architect has approved the Owner's action, or the Work for which payment is being withheld has been rejected by any Governmental authority.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require

money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 Failure of Payment

Subject to other provisions of the Contract Documents, if the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within thirty days after the Construction Manager's approval of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's substantiated direct costs of shut-down. Article 9.7 shall not apply to Change Orders that have not received formal approval by the Board of Education of Frederick County, all such Change Orders shall not be included in Applications for Payment until the Contractor receives formal notification from the Owner that the Change Order has received formal approval by the Board of Education of Frederick County and the contractor has completed the Change Order work.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's comprehensive punch list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion. All items that are disclosed during inspections not complying with the Contract Documents shall be added to the Contractor's Punch List and a copy of the Amended Punch List shall be submitted to the Owner and the Architect. Any Certificate of Substantial Completion shall then be submitted making reference to the Punch List item, as either being completed to the Architect's satisfaction or shall fix a time within which the Contractor shall complete any remaining items. In the event the Contractor's Punch List is not completed by the date set forth in the Certificate of Substantial Completion, Owner has the option of deducting from balances due the Contractor an amount sufficient to compensate Owner for the cost of completing the Punch List. The amount to be deducted shall be determined in the sole discretion of Owner. Alternatively, Owner at its sole discretion may proceed to engage another Contractor to complete the Punch List Work with the cost thereof to include Owner's administrative costs, which costs shall be calculated in the sole discretion of the Owner, to be deducted from the amount retained and if the amount retained is insufficient, the Contractor is responsible to reimburse Owner the full amount of the uncovered cost. To the extent that multiple inspections may be required to determine whether the Work or a designated portion thereof has attained substantial completion, the Owner shall be entitled to deduct from the Contract Sum any amounts which it must pay to the Architect for additional services for such additional inspections.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof including Record Documents & Maintenance Manuals are substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract

Documents shall commence on the date of Substantial Completion of the Work provided the contractor has completed all other contractual requirements stipulated to begin the warranty period or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof pursuant to Article 5 Standard Form of Agreement Between Owner and Contractor as executed for the project. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the requirements of Article 5 Standard Form of Agreement Between Owner and Contractor as executed for the project have been completed and until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a

release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainer stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 defects in the Work or failure of the Work to comply with the requirements of the Contract Documents;
- or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 Under no circumstances shall final payment by the Owner constitute a waiver of defects in construction or failure of the Work to otherwise comply with the Contract Documents.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors.

The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 construction or operations by the Owner or other Contractors.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice and exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.4.1 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner and shall defend, indemnify, and hold Owner and Architect harmless from and against all claims, liabilities, suits, losses and damages arising out of or relating to such materials.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is not due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect

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to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

§ 11.3.1.2 is deleted.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation

and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is not resolved between the Owner and said party, the dispute shall be resolved in accordance with Article 4. No decision of the Architect shall be required.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs. The cost to repair nonconforming work shall be considered a latent defect and the contractor responsible for the work or as appropriate the damage to the work shall be responsible for the cost to make repairs to said work and return the uncovered work to the condition before the work was uncovered.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct nonconforming Work within five working days, the Owner may correct it in accordance with Section 2.4. If the Contractor does not proceed with correction of such nonconforming Work within five working days fixed by written notice from the Architect issued through the Construction Manager, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within three days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and or its surety shall pay the difference to the Owner.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within two year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor

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an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within five working days after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within three days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

§ 12.2.2.2 The two-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The two-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of The State of Maryland.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. - If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 is deleted.

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5.7 No test or inspection or results thereof, shall constitute an acceptance of any Work not conforming to the requirements of the Contract Documents.

§ 13.6 Interest

Interest payments will not be required for late payments under the terms of this Contract.

§ 13.7 Time Limits on Claims

Commencement of Statutory Limitations Period and Statute of Repose shall be in accordance with the laws of the State of Maryland.

§ 13.8 EQUAL OPPORTUNITY

§13.8.1 The Contractor shall maintain minimum policies of employment as follows:

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant

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for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

§13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period exceeding 120 consecutive days beyond the Construction Managers current updated schedule through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 is deleted.

§ 14.1.2 Provided the following stipulations are outside or beyond the Construction Managers current project schedule, the Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed as set forth in the provisions of this Agreement regarding termination by the Owner for convenience.

§ 14.1.4 is deleted.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .5 in the event that it is adjudged that the Owner's termination for cause is not justified, then the termination shall be deemed to be a termination by the Owner for convenience and the Contractor shall be entitled to compensation only as set forth in the provisions of this Agreement regarding termination by the Owner for convenience.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to

any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 In the event that is adjudged that the Owner's termination for cause is not justified, then the Termination shall be deemed to be a termination by the Owner for convenience and the Contractor shall be entitled to compensation as only set forth in the provisions of this Agreement regarding termination by Owner for Convenience.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. At its option the Owner may terminate this Contract in whole or from time to time in part at any time by written notice thereof to the Contractor. Upon any such termination, Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, Owner shall pay Contractor in accordance with 14.4.2 below. The provisions of the Contract, which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to include but not limited to warranties and obligations for the correction of Work not confirming to the Contract Documents. Upon receipt of the Termination Notice, Contractor shall, unless the Notice direct otherwise, immediately discontinue the Work and, to the extent specified in the Notice, place no further orders or subcontracts for materials, equipment, services, or facilities and shall promptly make every reasonable effort to procure cancellation of such orders or subcontracts upon terms satisfactory to the Owner and shall thereafter do only such Work and perform such services as may be directed by the Owner as necessary to preserve and protect Work already in progress and to protect materials, plans and equipment on the Site or in transit thereto. Upon such termination, the obligations of the Contractor shall continue as to portions of the Work already performed and as to bona fide obligations assumed by the Contractor prior to the date of termination.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

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- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 Upon Termination for Convenience, the provisions of the Contract, which by their nature, survive any final acceptance of the Work, shall remain in full force and effect after such termination to include but not limited to warranties and obligations for the correction of Work not conforming to the Contract Documents. Upon receipt of the Termination Notice, Contractor shall, unless the Notice directs otherwise, immediately discontinue the Work and, to the extent specified in the Notice, place no future orders or Subcontracts for materials, equipment, services or facilities and shall promptly make every reasonable effort to procure cancellation of such orders or Subcontracts upon terms satisfactory to the Owner and shall thereafter do only such Work and perform such services as may be directed by the Owner as necessary to preserve and protect Work already in progress and to protect materials, plant and equipment on the site or in transit thereto. Upon termination, Contractor shall be entitled to be paid the full cost of all Work properly done by Contractor on account of the portion of Work Performed. If at the date of such termination, Contractor has properly prepared or fabricated off the site any goods for subsequent incorporation in the Work, and if Contractor delivers such goods to the Site or to such other place as the Owner shall reasonably direct, then Contractor shall be paid for such goods or materials. No other payment shall be made by reason of damages or otherwise, including but not limited to loss of anticipated profits, overhead, or any other claim or amount whatsoever.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. A Claim must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Notice of Claims. Claims by the Contractor must be made by written notice to the Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by the Contractor must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. No Contractor claim shall be valid unless made in strict accordance with this paragraph.

§ 15.1.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3. A Claim must be processed as defined herein, Article 15 and comply with all requirements of Article 7.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. No claim for delay damages shall be valid and no such damages shall be paid by the Owner without Owner's written consent, which consent is in the sole and absolute discretion of the Owner. No written consent by the Owner to damages for one period of delay shall entitle Contractor to damages for any other period of delay. A Claim for additional time must be for adverse weather conditions and the actual conditions must exceed the cumulative monthly adverse weather day totals indicated in 15.1.5.2.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, the time must exceed the time as defined in the schedule below, such Claim shall be documented by data substantiating that weather the anticipated

conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The State of Maryland, Department of General Services, Special Provisions Section of Hagerstown, Maryland will be used in the calculation of the monthly anticipated adverse weather delays. The monthly-anticipated adverse weather delays are as follows, in workdays. The Contractor's schedule must reflect these anticipated adverse weather delay days in weather dependent activities:

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
8	7	7	8	8	7	5	6	4	6	5	5

In any event, Contractor's Claim(s) for delay in the performance of the Work due to adverse weather conditions is strictly limited to a Claim for additional for additional time only. In no event shall the Contractor be entitled to monetary damages or any other compensation as a result of a delay in the performance of the Work due to adverse weather conditions.

§ 15.1.6 Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect and Construction Manager, if the Architect or Construction Manager is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract

Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue litigation with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of litigation but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration is deleted and replaced with Litigation as follows,

All disputes and other matters in question between the parties to this Agreement which cannot be resolved by the parties in accordance with the terms of this Agreement shall be referred to legal counsel and resolved in the Circuit Court for Frederick County, Maryland and all parties hereto agree to submit themselves to the jurisdiction of that Court. During any legal proceedings or other dispute resolution proceedings which may be agreed to between the parties, Owner and Contractor shall comply with sub-paragraph 4.74.

(Paragraphs deleted)

Additions and Deletions Report for **AIA® Document A232™ – 2009**

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Rock Creek School Replacement
Walkersville, Maryland 21793
Bid 19C14

...

Dustin Construction, Inc.
2510 Urbana Pike, Suite 201
Ijamsville, Maryland 21754

...

The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

...

Proffitt & Associates
49 South Carroll Street
Frederick, Maryland 21701

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§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is

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(1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. ~~Unless As~~ specifically enumerated in the Agreement, the Contract Documents ~~do not shall~~ include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding requirements).

...

§ 1.1.7 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under ~~their the Architect~~ respective professional services ~~agreements, agreement with the Owner.~~ Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials. As the design progresses and payments to the Architect are made by the Owner the instruments of services become the property of The Frederick County Public Schools, see 1.5.1 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

...

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In case of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement
2. Addenda with those of late date having precedence over those of earlier date
3. The Supplementary Conditions
4. The General Conditions of the Contract for Construction
5. The Contract Specifications
6. The Contract Drawings

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. The Construction Manager will indicate the work that is required by specific contractors, as appropriate the construction manager may indicate divisions of the work by specifications section, drawing references and or by text descriptions.

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§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors ~~and owners~~ of their respective Instruments of Service, including the Drawings and Specifications, and The Board of Education of Frederick County will own and retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of The Board of Education of Frederick County, the Architect, or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the ~~Owner, Architect and the Architect's consultants.~~ Owner.

...

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. ~~Except as~~

~~otherwise provided in Article 4, the The Construction Manager and the Architect do not have such authority, authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The term "Owner" means the Owner or the Owner's authorized representative.~~

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~~§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor. Is deleted~~

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. Fees for trade and specialty permits, including but not limited to, electrical, plumbing, elevator, fire review(s) and inspection, boiler, pressure vessel and fuel burning permits and all reinspections shall be paid by and at the Contractor's expense.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, which are known to the Owner, and a legal description of the site, site if requested by the Contractor. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

...

§ 2.2.5 Unless otherwise provided in the Contract or Bidding Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

...

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or ~~repeatedly~~ fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents ~~and fails within a ten-day or fails to maintain progress per the schedule and fails within a three-day period~~ after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice or waver to other rights or remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the ~~reasonable cost of correcting such deficiencies, cost of correcting such deficiencies and expediting the Work to comply with the scheduled progress,~~ including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, ~~if required~~ in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

...

§ 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager, the Owner or the Architect in the administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

~~§ 3.1.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.~~

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become ~~generally~~ familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor represents that it has received all information it needs concerning the conditions of the Project site. The Contractor represents that it has inspected the location of the Work and has satisfied itself as to the condition thereof or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. Based upon the foregoing inspections, understandings, agreements and acknowledgements, the Contractor agrees and acknowledges that the Contract Sum is just and reasonable compensation for all the Work and that the Work shall not result in any lateral or vertical movement of any structure due to the Contractor's construction activities. The Contractor shall exercise special care in executing subsurface Work in proximity of subsurface utilities, improvements and easements.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report in writing to the Construction Manager and Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without providing written notice to the Owner, Construction Manager and Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear the costs for correction.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or in the exercise of due diligence should have been discovered or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

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§ 3.4.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or the Architect or of other Contractors during the performance of the Work or by Tests, inspections or approvals required or performed by persons other than the Contractor, including inspections or approvals performed by the Owner's personnel or by any public authority.

The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. § 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects and faults in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 The Minimum Warranty Period will be two (2) years from the date of substantial completion of the project. The Warranty shall include extended warranty period(s) available from equipment manufactures and or extended warranties as required by project specification are required as if individually enumerated herein.

§ 3.5.3 Notwithstanding any other contract provisions to the contrary, the mechanical system and plumbing system must be completely balanced and such balance must be accepted by the Engineer of record and/or the Commissioning Agent before the warranty/guarantee period will begin.

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The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are ~~received or negotiations concluded~~, received, whether or not yet effective or merely scheduled to go into effect.

...

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the ~~Construction Manager, Architect,~~ shall secure and pay for the building permit and grading permit. The Contractor shall secure and pay for other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Fees for trade and a specialty permit including, but not limited to, electrical, plumbing, elevator, fire review(s), inspections and reinspections, boiler, pressure vessel and fuel burning permits, shall be paid by and at Contractor's expense.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. Compliance with local governing jurisdiction requirements shall be completed at no additional cost to the Owner.

§ 3.7.3 If the Contractor performs Work knowing it to be or should have known to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. The provisions of this Agreement regarding compensation and damages, including delay damages, shall apply.

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§ 3.9 Superintendent and Project Manager

§ 3.9.1 The Contractor shall employ a competent ~~superintendent~~ superintendent, project manager and necessary assistants who shall be in attendance at the Project site during performance of the Work. Prior to being assigned to the Project all management staff shall be subject to the approval of the Owner. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Communications shall be confirmed in writing.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager to reply within the 14 day period shall constitute notice of no reasonable objection. Prior to being assigned to the Project both the Project Manager and Superintendent shall be subject to the approval of the Construction Manager and Owner. Once approved, the Superintendent and Project Manager will not be removed from the Project without the Construction Manager and Owner's written consent. The Owner reserves and retains the right, at its sole and absolute discretion, to order the Contractor to replace any of the Contractor's employees. In the event the Owner requests Contractor employees' removal, the Contractor shall promptly replace such employees with competent replacements satisfactory to the Owner. The Contractor shall not change the Superintendent or Project Manager without the Owner's consent.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. Once approved all management staff shall not be removed from the Project so long as they are in the employ of the Contractor without Owner's consent.

§ 3.9.4 The Owner has the right, at any time, in its sole and absolute discretion to order the Project Manager or Superintendent or assistances be removed from the Project. In such event, the Project Manager, Superintendent and/or assistances shall be immediately removed from the site and shall promptly be replaced by a competent replacement satisfactory to the Owner. Superintendent and necessary assistants shall be in attendance at the Project site during performance of the Work to include the completion of all punch list items.

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§ 3.10.1 Within (14) days after the Owner issues the notice to proceed each Prime Contractor(s) shall submit a Proposed Prime Contractor Schedule, the Proposed Prime Contractor Schedule shall indicate task(s) (the work), duration(s) (start and completion) and be compliant with the dates indicated by the Construction Managers Preliminary Schedule. Proposed Prime Contractor Schedule shall be in a Critical Path Method (CPM) and bar chart format, indicating sufficient detail, task(s) (the work) and durations(s) (start and completion) of each major item of the Work, the current status of each major item of Work indicating staffing and equipment to comply with the Preliminary Schedule. Prime Contractor(s) shall provide additional detail when requested by the Construction Manager or Owner and update their Proposed Prime Contractor Schedule to be compliant with the Contract Schedule requirements as provided by the Construction Manager. A Contract Schedule will be formulated by the Construction Manager from requested Prime Contractor Schedules as indicated by Schedule Designations below. Within 7 days of a request by the Construction Manager or Owner, the Prime Contractor shall furnish to the Owner and Construction Manager a Progress Schedule showing the current progress and completion stage of the Work as compared to the Contract Schedule. Progress Schedule shall clearly identify any item of Work, which is behind the Contract Schedule along with the Prime Contractor's increase manpower and equipment necessary to comply with the Contract Schedule as updated by the Construction Manager. Progress Schedule(s) shall be in a Critical Path Method (CPM) and bar chart format as requested by the Owner. Schedule designations: Preliminary Schedule – This schedule is the basis for the contractor to formulate the bid, providing materials and method to complete work with-in time frames allotted allowing construction time for other activities. Contract Schedule – this schedule formulated by the Construction Manager with input from Prime Contractors awarded Contracts, every effort will be made to provide time requested by Prime Contractors; however, the project Substantial Completion shall not be jeopardized as time is of the essence. Progress Schedule – This schedule shall reflect actual progress as related to the Contract Schedule and any extensions approved in accordance with the requirements of the Contract. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

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The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The Owner may request, and Contractor shall provide, at any time during the course of the Project, that As-Built Drawings shall reflect the then existing stage of construction as actually built be submitted to the Owner for its review. If such drawings are not provided Owner may withhold the Next scheduled payment, or in its discretion a portion thereof, until the requested drawings are provided.

...

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. The Contractor shall submit shop drawings to the Architect for all structural elements of the Work and such other portions of the Work required by the Contract Documents. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified ~~hereunder, hereunder including but not limited to the contributing negligence of such party to be indemnified.~~ Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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§ 4.2.2 The duties of the Architect shall be governed by the Agreement between the Owner and Architect, and will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Full time on-site inspection services are not part of the Owner Architect Agreement. It shall nevertheless be the obligation of the Architect, its Engineers and its Consultants to visit the site enough and at appropriate intervals and stages, of the construction, and inspect the on-going Work closely enough, so that construction methods, materials and procedures which are not in accordance with the Construction Documents or applicable laws, statutes, ordinance or codes, or within accepted industry standards and practices maybe observed with reasonable diligence, and to determine whether the design intent is being carried out. Such observations shall be reported in writing within 48 hours to the Owner, Construction Manager, Contractor and Owner's representative immediately. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work. Notwithstanding other provisions in this Agreement to the contrary, for the purpose of effectuating the Architect's duties in this section, the Architect shall be responsible for exercising reasonable care and diligence in observing on-going Work. No inspections or approvals or failure to inspect or approve by the Architect shall relieve the Contractor from complying in all respects with the requirements of the Contract Documents.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine ~~in general~~ if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) ~~known~~ deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.3.1 Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, for additional services which may be charged by the Construction Manager or Architect for additional site visits made necessary by the fault or neglect of the Contractor.

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§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all valid submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 The Architect will review and approve-comment or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any local Government authorities require certification or correctness of any structural shop drawings by the Architect of record, the Architect will sign and certify the shop drawings only after the shop drawings have been signed and certified by the both the structural engineer and other professional engineer registered in the State of Maryland on behalf of the manufacturer, fabricator, Subcontractor, or Contractor. The cost for such additional engineering certification shall be borne by the Contractor.

§ 4.2.12 The Construction Manager will prepare all PCO's and Change Orders and if necessary the Architect will prepare and provide any Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7-7 and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will

review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. ~~If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information-information as reviewed.~~

...

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, ~~as soon as practicable shall~~ within 5 working days after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract ~~with a proposed person or entity or propose to contract with a person or entity or subcontractor unless the Contractor is satisfied that such person, entity, or Subcontractor is technically and financially qualified to perform to perform the Work as a Subcontractor in accordance with the Contract Documents~~ to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

...

§ 5.2.4 The Contractor shall not ~~change or~~ substitute a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such ~~change or~~ substitution.

§ 5.2.5 The Contractor shall not enter into any Subcontract, Contract agreement, purchase order or other arrangement for the furnishing of any portion of the materials, services, equipment or Work with any party or entity as such party or entity is an affiliated entity with which the Contractor has a direct or indirect ownership, control or interest unless such Agreement has been approved by the Owner after full disclosure in writing by the Contractor to the Owner of such affiliation or relationship and all details relating to the proposed arrangements.

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By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. § 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit

of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Contractor shall not withhold sums earned by any Subcontractor on this Project by reason of obligations which may be owing to Contractor from Subcontractor on any other projects ("cross withholding"). Any such cross withholding shall be grounds for termination of Contractor or, in Owner's sole discretion, shall authorize the Owner to engage another Subcontractor to perform the Work at Contractor's expense including all damages and losses caused to Owner by such Subcontractor substitution.

...

§ 6.1.1 The Owner reserves the right ~~to and~~ may perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner, Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

...

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor ~~wrongfully~~ causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

...

If a dispute arises among the Contractor, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, ~~with notice to the Architect~~, will allocate the cost among those responsible.

...

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 ~~and elsewhere in the Contract Documents~~ of the Contract Documents. Contract Language contained in Article 7 as modified herein will take precedence over all other change order pricing provisions in the contract documents. The Contractor agrees that it will incorporate the provisions of this Article 7 into all agreements with lower tier Contractors. It is further understood and agreed that these change order pricing provisions apply to all types of contracts, subcontracts, and purchases. Owner and Owner's Accountant shall be afforded access to Contractor's records, books, and correspondence, instructions, drawings, receipts, subcontractors, purchase orders, vouchers, and any other data relating to the project as are necessary to verify the cost of any change, including wages and benefits paid, for which compensation is sought under this Article.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone. Verbal notification approving the Contractor to proceed with a change in the work shall be confirmed in a written format via, CCD, Change Order, Progress minutes, e-mail or other written correspondence and should be made as soon as practical.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. A Change Order or Construction Change Directive involving unit cost shall be equitably adjusted in accordance with 7.3.4.

§ 7.1.4 The Contractor and Sub Contractors must comply with all requirements specified by Article 7 Changes In The Work and each of the sub paragraph of Article 7 including, 7.2 Change Orders which shall be applied to Article 7.3 Construction Change Directivities to include 7.3.1, through 7.3.10 in the entirety to finalize the change in the contract scope.

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A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following: § 7.2.1 A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

...

.3 The extent of the adjustment, if any, in the Contract Time; the Contract Time; and

.4 Comply with all requirements of 7.2.2 below and 7.3.4.

No Change Order shall exceed any of the limitations and requirements of the Contract Documents.

§ 7.2.2 The Contractor shall comply with the following regarding Changes:

(A) A Notice or Request for Change must comply with all of the following:

.1 specifically and in detail describe the nature and cause of the Claim and,

.2 specifically reference the detail(s) on the plans and the specification section(s) that are affected and,

.3 contain an estimate of the increase or decrease in the cost to the Owner and,

.4 include supporting documentation that satisfactorily justifies to the Owner overhead, profit, insurance, sales or payroll taxes and incorporate a detailed quantity survey of all work added and deleted and,

.5 be submitted in a format acceptable to the Owner.

(B) Additive Changes must comply with the following Mark-Up schedule for Overhead, profit and bond:

If the Cost of proposed change is \$0.00 to \$ 4,999.99 the combining overhead, profit and bond must not exceed 20%,

If the Cost of proposed change is \$5,000.00 to \$ 14,999.99 the combining overhead, profit and bond must not exceed 15%,

If the Cost of proposed change is \$15,000.00 to \$ 24,999.99 the combining overhead, profit and bond must not exceed 10%,

If the Cost of proposed change is \$25,000.00 to \$ 49,999.99 the combining overhead, profit and bond must not exceed 7%,

If the Cost of proposed change is over \$50,000.00 the combining overhead, profit and bond will be negotiated but will not exceed 5%, the cost of the bond shall be clearly indicated in the detailed proposal regardless of the proposed cost.

(C) The Contractors markup of subcontractor work and supplier's material(s) shall not exceed 7% for changes up to \$24,999.99 and the markup shall be negotiated for changes over \$25,000.00 but shall not exceed 5% of the subcontractor(s) cost of the work.

(D) Overhead cost shall include all the general conditions expenses, including but not limited to all coordination, calculations, engineering, field and office supervision, field and office rent, utilities, telephone and communications expenses, office supplies, clean-up, debris expenses, administration and preparation. When both additions and deletions are involved in any one change, the allowance for overhead, profit and bond shall be computed on the net increase, if any, with respect to the change.

(E) For decreases in the Work or credits, the Contract shall be decreased 100% of the scheduled value of the deleted Work plus 3% for overhead, profit, and bond as applicable for the Contractor and Subcontractor(s) work or credits.
(F) The Contractor's total charge to the Owner for the use of equipment owned in whole or in part by the Contractor, its Owners, directors, officers, shareholders, or affiliated or related persons or entities shall consider the rate agreed upon between the Contractor, Owner and Architect at the beginning of the project less operator and fuel. Reference materials such as "the AED Green Book" should be used to establish market rental rates for equipment. The following shall apply:

- .1 The appropriate duration of hourly rate shall be calculated based on the entire duration the piece of equipment is on the FCPS site (e.g. if the equipment item has been on the project for 30 days or more the hourly rate shall be the monthly rental divided by 176 hours; if on the project for one week the hourly rental shall be the weekly rental divided by 40; if on the project for a day the hourly rental shall be the daily rental divided by 8; if brought to the project for the specific operation the minimal rental period shall apply.) Minimal rental durations will be considered for equipment rented for specific project purposes; and
- .2 The Contractor shall not invoice for delivery or removal of the equipment to or from the job site; and
- .3 In no event shall the total payment paid by the Owner on any such piece of equipment exceed fifty percent (50%) of its purchase price.

(G) Subcontractor shall comply with the requirements specified above for the Contractor regarding Changes.

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§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall not exceed any requirements listed in Article 7 including all sub-sections and shall be based on one of the following methods:

...

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted. Unit prices are inclusive of all cost including overhead profit, bond and insurance.

...

- .1 ~~Costs of labor, including Wages for Construction Workers, including supervision, directly employed to perform the construction of the work at the site. Unless otherwise agreed to by Addendum to this Contract, Labor Burden shall be limited to: social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance; health and life insurance benefits, sick leave, holidays, military leave, vacation, and pension, as well as fringe benefits required by collective bargaining agreement, and workers compensation insurance or as otherwise required by law;~~

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- .5 Additional costs of supervision and field office personnel directly attributable to the change to the change provided, however, the Contractor shall provide an itemized breakdown showing quantities, unit costs, hours and rates of labor, and other costs and such detail as may be required to allow the reasonableness of cost to be established. Similar cost information covering Subcontractors' Work shall be included as a part of the Contractor's Proposal. Minimum charges for "handling" will not be acceptable. The allowable overhead and profit Mark-Ups to be included in the Total Cost to Owner shall be based on paragraph 7.2 and:
 - .1 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of the cost including labor, materials and Subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a charge involving over \$500.00 be approved without such itemization;
 - .2 A Change Order must include each of the items listed in this Article 7. In the event there is no change in the Contract time or Contract amount, it must be noted that no such change is intended. A Change Order is all-inclusive, that is, a Change Order must indicate the change in Contract amount, including any overhead and profit. The Contractor cannot later request additional sums for a prior Change Order because it did not include overhead, profit, or similar items. If additional Contract time is indicated on

the Change Order and the Contractor intends to claim any cost for time on any basis, the Change Order must include all additional costs, if any, associated with the additional time; and

- .3 Where both additions and credits are involved in any one Change Order the allowance of overhead and profit shall be figured on the basis of the net increase, if any.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. Architect, credit shall be as required by Article 7 mark-up schedule. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that ~~change~~ change per the mark-up schedule.

§ 7.3.9 Pending final determination of the ~~total actual~~ cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. ~~The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such costs that remains in accordance with Article 15.~~

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or ~~otherwise~~ reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. ~~Order otherwise, if contractor is directed to proceed by Owner or Construction Manager, the matter shall be considered a Claim under Article 15.~~ Change Orders may be issued for all or any part of a Construction Change Directive.

...

The Architect with the consent of the Owner has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

...

§ 8.1.2 The date of commencement of the Work is the date established in the ~~Agreement~~. Agreement shall be fixed in a Notice to Proceed.

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§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation ~~and arbitration~~, or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Contractor waives any all rights to any increased payments for delay damages, whether by Change Order or otherwise, to include overhead, extended overhead, extended general conditions, or for any other delay-based amounts of any kind or nature, for any delay by reason of the events referred to this in this subparagraph or any other event of any kind or nature. Contractor's remedy is limited to an extension of time as set forth herein.

...

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents is deleted.~~

...

Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect. § 9.2.1 Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner, Construction Manager and Architect may require. This schedule, unless objected to by the Owner, Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect. The owner reserves the right to request the contractor to provide additional detail substantiating the schedule of values.

§ 9.2.2 The Contractor shall include a line item in the schedule of values for production of project record documents. The minimum value established will be indicated within each individual Prime Contract Package scope of work.

...

§ 9.3.1 At least ~~fifteen~~ten days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Applications for payments shall be based upon the schedule of values and shall be in a form and content satisfactory to the Owner; each Application for Payment shall include and be accompanied by the following:

- (a) A Contractor's Application for Payment and Cost Certification Statement AIA forms 732, 703, and IAC/PSCP 306.4 with attachment "G Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment (June 2008 or current form)" including a statement from the Contractor that all items of construction for which payment is sought have been incorporated into the Project or properly stored in accordance with the Contract Document, and;
- (b) The Construction Manager shall provide the Architect with G736 and G737, Project Application and Project Certification for Payment including each contractor(s) G732 and G703 Application and Certification for Payment properly executed within the past 7 days by Contractor(s) and Construction Manager, the Architect shall execute approved documents rejecting inappropriate amounts submitted by the Contractor(s) within three days and;
- (c) The Contractor's and applicable Subcontractor's Release of Liens and Waivers of Claims as requested by the owner, Construction Manager, Architect; and;
- (d) Such other documentation that the Owner, Construction Manager, Architect may reasonably require after discussion with Contractor.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet and included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay-pay in accordance with the Contract Documents.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to ~~an~~ their individual evaluation of the Work for conformance with the Contract Documents upon Substantial ~~Completion, to Completion which may include~~ results of subsequent tests and inspections, ~~to~~ correction of minor deviations from the Contract Documents prior to completion and ~~to~~ specific qualifications expressed by the Construction Manager or Architect.

§ 9.5.2 When the above reasons for withholding certification are removed, certification ~~will be made for amounts may~~ be made for previously withheld amounts after the contractor revises and resubmits a current application for payment including such amounts that were previously withheld.

...

§ 9.5.4 If the Contractor disputes any determination by the Architect or Owner with regard to any Applications for Payment, the Contractor shall nevertheless expeditiously continue to execute the Work and shall make claim as provided in Article 15.

§ 9.5.5 The Owner shall not be deemed to be in breach of this Contract by reason of the withholding of any payment pursuant to any provision of the Contract Documents provided the Architect has approved the Owner's action, or the Work for which payment is being withheld has been rejected by any Governmental authority.

~~If Subject to other provisions of the Contract Documents, if~~ the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within ~~fourteen~~ thirty days after the Construction Manager's ~~receipt approval~~ of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's ~~reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents, substantiated direct costs of shut-down.~~ Article 9.7 shall not apply to Change Orders that have not received formal approval by the Board of Education of Frederick County, all such Change Orders shall not be included in Applications for Payment until the Contractor receives formal notification from the Owner that the Change Order has received formal approval by the Board of Education of Frederick County and the contractor has completed the Change Order work.

...

§ 9.8.3 Upon receipt of the Contractors comprehensive punch list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion. All items that are disclosed during inspections not complying with the Contract Documents shall be added to the Contractor's Punch List and a copy of the Amended Punch List shall be submitted to the Owner and the Architect. Any Certificate of Substantial Completion shall then be submitted making reference to the Punch List item, as either being completed to the Architect's satisfaction or shall fix a time within which the Contractor shall complete any remaining items. In the event the Contractor's Punch List is not completed by the date set forth in the Certificate of Substantial Completion, Owner has the option of deducting from balances due the Contractor an amount sufficient to compensate Owner for the cost of completing the Punch List. The amount to be deducted shall be determined in the sole discretion of Owner. Alternatively, Owner at its sole discretion may proceed to engage another Contractor to complete the Punch List Work with the cost thereof to include Owner's administrative costs, which costs shall be calculated in the sole discretion of the Owner, to be deducted from the amount retained and if the amount

retained is insufficient, the Contractor is responsible to reimburse Owner the full amount of the uncovered cost. To the extent that multiple inspections may be required to determine whether the Work or a designated portion thereof has attained substantial completion, the Owner shall be entitled to deduct from the Contract Sum any amounts which it must pay to the Architect for additional services for such additional inspections.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof ~~is including Record Documents & Maintenance Manuals~~ are substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work provided the contractor has completed all other contractual requirements stipulated to begin the warranty period or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion ~~thereof; thereof pursuant to Article 5 Standard Form of Agreement Between Owner and Contractor as executed for the project.~~ Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the requirements of Article 5 Standard Form of Agreement Between Owner and Contractor as executed for the project have been completed and until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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- .2 defects in the Work or failure of the Work to comply with the requirements of the Contract Documents;
or

...

§ 9.10.6 Under no circumstances shall final payment by the Owner constitute a waiver of defects in construction or failure of the Work to otherwise comply with the Contract Documents.

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§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice and exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.4.1 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner

and shall defend, indemnify, and hold Owner and Architect harmless from and against all claims, liabilities, suits, losses and damages arising out of or relating to such materials.

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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is not due to the fault or negligence of the party seeking indemnity.

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§ 11.3.1.2 ~~If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~ is deleted.

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§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, ~~the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or distribution of insurance proceeds in accordance with the direction of the arbitrators.~~ not resolved between the Owner and said party, the dispute shall be resolved in accordance with Article 4. No decision of the Architect shall be required.

...

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs. The cost to repair nonconforming work shall be considered a latent defect and the contractor responsible for the work or as appropriate the damage to the work shall be responsible for the cost to make repairs to said work and return the uncovered work to the condition before the work was uncovered.

...

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct nonconforming Work within five working days, the Owner may correct it in accordance with Section 2.4. If the Contractor does not proceed with correction of such nonconforming Work within five working days fixed by written notice from the Architect issued through the Construction Manager, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within three days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Construction Manager's

and Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and or its surety shall pay the difference to the Owner.

...

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within ~~one~~ two year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the ~~one year~~ two-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a ~~reasonable time during that period~~ five working days after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4-2.4, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within three days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

§ 12.2.2.2 The ~~one year~~ two-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The ~~one year~~ two-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the ~~one year~~ two-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

...

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4 The State of Maryland.

...

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. ~~Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other.~~ If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment. is deleted.

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§ 13.5.7 No test or inspection or results thereof, shall constitute an acceptance of any Work not conforming to the requirements of the Contract Documents.

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Interest payments will not be required for late payments under the terms of this Contract.

...

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7. Commencement of Statutory Limitations Period and Statute of Repose shall be in accordance with the laws of the State of Maryland.

§ 13.8 EQUAL OPPORTUNITY

§13.8.1 The Contractor shall maintain minimum policies of employment as follows:

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

§13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

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§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days exceeding 120 consecutive days beyond the Construction Managers current updated schedule through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

...

- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1. is deleted.

§ 14.1.2 The Provided the following stipulations are outside or beyond the Construction Managers current project schedule, the Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, costs incurred by reason of such termination, and damages as set forth in the provisions of this Agreement regarding termination by the Owner for convenience.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3 is deleted.

...

- .1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;

...

- .3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents; Documents;
- .5 in the event that it is adjudged that the Owner's termination for cause is not justified, then the termination shall be deemed to be a termination by the Owner for convenience and the Contractor shall be entitled to compensation only as set forth in the provisions of this Agreement regarding termination by the Owner for convenience.

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§ 14.2.5 In the event that is adjudged that the Owner's termination for cause is not justified, then the Termination shall be deemed to be a termination by the Owner for convenience and the Contractor shall be entitled to compensation as only set forth in the provisions of this Agreement regarding termination by Owner for Convenience.

...

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. At its option the Owner may terminate this Contract in whole or from time to time in part at any time by written notice thereof to the Contractor. Upon any such termination, Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, Owner shall pay Contractor in accordance with 14.4.2 below. The provisions of the Contract, which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to include but not limited to warranties and obligations for the correction of Work not conforming to the Contract Documents. Upon receipt of the Termination Notice, Contractor shall, unless the Notice direct otherwise, immediately discontinue the Work and, to the extent specified in the Notice, place no further orders or subcontracts for materials, equipment, services, or facilities and shall promptly make every reasonable effort to procure cancellation of such orders or subcontracts upon terms satisfactory to the Owner and shall thereafter do only such Work and perform such services as may be directed by the Owner as necessary to preserve and protect Work already in progress and to protect materials, plans and equipment on the Site or in transit thereto. Upon such termination, the obligations of the Contractor shall continue as to portions of the Work already performed and as to bona fide obligations assumed by the Contractor prior to the date of termination.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed. Upon Termination for Convenience, the provisions of the Contract, which by their nature, survive any final acceptance of the Work, shall remain in full force and effect after such termination to include but not limited to warranties and obligations for the correction of Work not conforming to the Contract Documents. Upon receipt of the Termination Notice, Contractor shall, unless the Notice directs otherwise, immediately discontinue the Work and,

to the extent specified in the Notice, place no future orders or Subcontracts for materials, equipment, services or facilities and shall promptly make every reasonable effort to procure cancellation of such orders or Subcontracts upon terms satisfactory to the Owner and shall thereafter do only such Work and perform such services as may be directed by the Owner as necessary to preserve and protect Work already in progress and to protect materials, plant and equipment on the site or in transit thereto. Upon termination, Contractor shall be entitled to be paid the full cost of all Work properly done by Contractor on account of the portion of Work Performed. If at the date of such termination, Contractor has properly prepared or fabricated off the site any goods for subsequent incorporation in the Work, and if Contractor delivers such goods to the Site or to such other place as the Owner shall reasonably direct, then Contractor shall be paid for such goods or materials. No other payment shall be made by reason of damages or otherwise, including but not limited to loss of anticipated profits, overhead, or any other claim or amount whatsoever.

...

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the ~~Contract~~-Contract. A Claim must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Notice of Claims. Claims by ~~either the Owner or Contractor~~ must be ~~initiated~~made by written notice to the ~~other party~~ Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by ~~either party~~ the Contractor must be ~~initiated~~made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. No Contractor claim shall be valid unless made in strict accordance with this paragraph.

...

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3. A Claim must be processed as defined herein, Article 15 and comply with all requirements of Article 7.

...

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. No claim for delay damages shall be valid and no such damages shall be paid by the Owner without Owner's written consent, which consent is in the sole and absolute discretion of the Owner. No written consent by the Owner to damages for one period of delay shall entitle Contractor to damages for any other period of delay. A Claim for additional time must be for adverse weather conditions and the actual conditions must exceed the cumulative monthly adverse weather day totals indicated in 15.1.5.2.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, the time must exceed the time as defined in the schedule below, such Claim shall be documented by data substantiating that weather the anticipated conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The State of Maryland, Department of General Services, Special Provisions Section of Hagerstown, Maryland will be used in the calculation of the monthly anticipated adverse weather delays. The monthly-anticipated adverse weather delays are as follows, in workdays. The Contractor's schedule must reflect these anticipated adverse weather delay days in weather dependent activities:

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
8	7	7	8	8	7	5	6	4	6	5	5

In any event, Contractor's Claim(s) for delay in the performance of the Work due to adverse weather conditions is strictly limited to a Claim for additional for additional time only. In no event shall the Contractor be entitled to monetary damages or any other compensation as a result of a delay in the performance of the Work due to adverse weather conditions.

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§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue ~~binding dispute resolution proceedings~~ litigation with respect to the initial decision.

...

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of ~~binding dispute resolution proceedings~~ litigation but, in such event, mediation shall proceed in advance of ~~binding dispute resolution proceedings~~ litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

...

§ 15.4 Arbitration is deleted and replaced with Litigation as follows.

All disputes and other matters in question between the parties to this Agreement which cannot be resolved by the parties in accordance with the terms of this Agreement shall be referred to legal counsel and resolved in the Circuit Court for Frederick County, Maryland and all parties hereto agree to submit themselves to the jurisdiction of that Court. During any legal proceedings or other dispute resolution proceedings which may be agreed to between the parties, Owner and Contractor shall comply with sub-paragraph 4.74.

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional

~~person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.~~

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:44:26 ET on 04/02/2019 under Order No. 7642102590 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232™ – 2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

MD COMAR 21.07.02.10 Performance and Payment Bond

Mandatory provision for all construction contracts exceeding \$100,000:

A. Performance Bond. The required performance bond shall be in the form specified as follows:

PERFORMANCE BOND

Principal

Business Address of Principal

Surety a corporation of the State of _____ and authorized to do business in the State of Maryland.

Bond Number _____ Penal Sum of Bond _____
(expressed in figures)

(expressed in words) Date Bond Executed _____, 20____

The Board of Education of Frederick County

191 South East Street, Frederick MD. 21701-5918

Obligee

Business Address of Obligee

Contract Description: Bid Number _____ Contract Date _____, 20____ Project Name: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with The Board of Education of Frederick County, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by The Board of Education of Frederick County, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

- 1 Principal shall well and truly perform the Contract; and
- 2 Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by The Board of Education of Frederick County to be in default under the Contract, the Surety may, within 15 days after notice of default from The Board of Education of Frederick County, notify The Board of Education of Frederick County of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then The Board of Education of Frederick County thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or

MD COMAR 21.07.02.10 Performance and Payment Bond

PERFORMANCE BOND CONTINUED

to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:
Witness

Individual Principal

_____ as to _____ (SEAL)

In Presence of:
Witness

Co-Partnership Principal

_____ (SEAL)
(Name of Co-Partnership)

_____ as to By: _____(SEAL)

_____ as to _____(SEAL)

_____ as to _____(SEAL)

(Name of Corporation)

Attest:

Corporate Principal

_____ as to
(Corporate Secretary)

By: _____
(President)

AFFIX
CORPORATE
SEAL

MD COMAR 21.07.02.10 Performance and Payment Bond

PERFORMANCE BOND CONTINUED

(Individual or Corporate Surety)

Attest: _____ (SEAL) By: _____ (SEAL)

(Signature) Title _____

(Bonding Agent's Name) (Name of Surety)

(Agent's Address) (Business Address of Surety)

Approved as to legal form and sufficiency this _____ day of _____, 20____
(Asst. Attorney General)

B. Payments Bond. The required Payments bond shall be in the form specified as follows:

PAYMENT BOND

(Principal) (Business Address of Principal)

Surety _____ a corporation of the State of _____ and authorized to
do business in the State of Maryland

OR

an individual surety qualified in accordance with State Finance and Procurement Article, § 13-207 or 17-104, Annotated Code of Maryland.

Bond Number _____ Penal Sum of Bond _____
(expressed in figures)

(expressed in words) Date Bond Executed _____, 20____

The Board of Education of Frederick County 191 South East Street, Frederick MD 21701
(Obligee) (Business Address of Obligee)

Contract Description: Bid Number # _____ Contract Date _____, 20____ Project Name: _____

BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

MD COMAR 21.07.02.10 Performance and Payment Bond

PAYMENT BOND CONTINUED

WHEREAS, Principal has entered into or will enter into a contract with The Board of Education of Frederick County, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Section 17-101et. seq., State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended.
2. The above named Principal and Surety hereby jointly and severally agree with the Obligees that every claimant as herein defined, who has not been in full pay, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligees shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the date shown above and in the presence of:

MD COMAR 21.07.02.10 Performance and Payment Bond

PAYMENT BOND CONTINUED

Witness

(Individual Principal)

_____ as to

_____ (SEAL)

Witness

(Name of Co-Partnership)

_____ (SEAL)

(Co-Partnership Principal)

_____ as to

By: _____ (SEAL)

_____ as to

_____ (SEAL)

_____ as to

_____ (SEAL)

(Corporate Principal)

Attest:

(Name of Corporation)

_____ as to
(Corporate Secretary)

By: _____
(President)

AFFIX
CORPORATE
SEAL

(Individual or Corporate Surety)

Attest: _____ (SEAL)

By: _____ (SEAL)

Signature

Title

Bonding Agent's Name

(Business Address of Surety)

Agent's Address

(Business Address of Surety)

Approved as to legal form and sufficiency this _____ day of _____, 20____

(Asst. Attorney General)

FREDERICK COUNTY PUBLIC SCHOOLS	Reg. No. 200-08
Subject: MINORITY BUSINESS ENTERPRISE PROCEDURES	Issued: 6/7/85
Preparing Office: Office of the Superintendent	Amended: 12/22/17

I. Policy 202.5

II. Procedures

MBE PROCEDURES FOR STATE-FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

BACKGROUND

In 1978, the Maryland General Assembly passed legislation, which was signed into law to establish the State's Minority Business Enterprise Program. This new law set as a goal that at least 10 percent of each unit of State government's total dollar value of procurement contracts for purchases and/or contracts is awarded to minority business enterprises. This law was subsequently modified and the goal was increased to 14 percent. More recently, in 2001, the goal was increased to 25 percent with subcontracting sub-goals of 7 percent for certified African American-owned businesses and 10 percent for certified women-owned businesses.

In 1979, the Rules, Regulations, and Procedures for the Administration of the School Construction Program were revised by the Board of Public Works to require each local board of education to adopt procedures to attempt to include minority business enterprises in State funded school construction projects. The State law was revised and now states: "The Interagency Committee on School Construction (IAC) shall require each local board of education to adopt procedures consistent with this chapter before obtaining funds for public school construction projects".

In May 2007, the Rules, Regulations, and Procedures were replaced by formal state regulations. The regulations concerning project procurement (COMAR 23.03.03) indicate that the State's minority business enterprise goals and procedures apply to all State funded projects, irrespective of procurement method.

In July 2011, a Sub-Goal Directive was issued by the Governor's Office of Minority Affairs (GOMA). This Directive established the process for setting contract by contract sub-goals. Sub-goals consistent with demonstrated underrepresentation were pre-established within the Directive.

OVERVIEW

This Minority Business Enterprise (MBE) procedure document was originally developed in response to a requirement set forth in the Rules, Regulations, and Procedures for the Administration of the School Construction Program. The MBE requirement was initially established under House Bill (HB) 64, which was passed in the 1978 session of the Maryland General Assembly and signed into law as Chapter 575 of the Acts of 1978.

Since the Board adopted its original Minority Business Enterprise Procedures, there have been changes in State statutes, regulations adopted by the Board of Public Works, procedural requirements, project eligibility requirements and the sub-goals to be set for school construction projects. This revised procedure is consistent with current legislation and the changes to the Code of Maryland Regulations (COMAR) requirements.

The revised procedures issued by GOMA in July 2011 provide guidance for establishing overall goals that are contract-specific and reasonable, and for setting sub-goals only on contracts that actually have subcontracting opportunities. The procedures for setting overall MBE goals have not changed, however once the overall goal is decided by the Procurement Review Group (PRG), the sub-goal analysis must be completed for contracts that have a total potential MBE participation over a minimum threshold amount, as defined for specific Major Industry Categories.

All activities funded through the Public School Construction Program (PSCP) fall within Construction in the Major Industry Categories. In place of the original goals of 7 percent for African American-owned businesses and 10 percent for certified women-owned businesses, the sub-goals for construction are now 7 percent for African American-owned businesses and 4 percent for Asian American-owned businesses. Sub-goals are not to be set for other minority groups which may be represented in the overall contract goal.

1.0 PURPOSE

The purpose of these procedures is to fulfill the intent of the law and the guidelines issued by GOMA by setting appropriate goals for minority business enterprise participation in every contract that includes State funding through the PSCP. Local Educational Agencies (LEAs) shall attempt to achieve the result that a minimum of 25 percent of the total dollar value of all construction contracts is made directly or indirectly with certified minority business enterprises when State PSCP funds are utilized, with a minimum of 7 percent from certified African American-owned businesses, a minimum of 4 percent from certified Asian American-owned businesses, and the balance from any certified minority business enterprises. All general contractors, including certified MBE firms, when bidding as general or prime contractors are required to attempt to achieve the MBE subcontracting goals from certified MBE firms.

2.0 EFFECTIVE DATE

These procedures have been adopted for use in Frederick County and supersede previously utilized MBE procedures, in accordance with Title 14, §3, State Finance and Procurement Article.

Note: All current attachments required for MBE participation can be found on the Public School Construction website: <http://www.pscp.state.md.us/programs/mbe/mbeindex.cfm>

3.0 DEFINITIONS

1. **Certification** means the determination that a legal entity is a minority business enterprise consistent with the intent of Subtitle 3 of the State Finance and Procurement Article.
2. **Certified Minority Business Enterprise** means a minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT).
3. **Corporation**, as defined by MDOT, is an artificial person or legal entity created by or under the authority of the laws of any state of the United States, the District of Columbia or a territory or commonwealth of the United States and formed for the purpose of transacting business in the widest sense of that term, including not only trade and commerce, but also manufacturing, mining, banking, insurance, transportation and other forms of commercial or industry activity where the purpose of the organization is profit. For eligibility for certification, disadvantaged and/or minority individuals must own at least 51 percent of the voting stock and at least 51 percent of the aggregate of all classes of stock that have been issued by the corporation. (Note: stock held in trust is not considered as stock held by the disadvantaged businesspersons when computing the business person(s) ownership.)
4. **Managerial Control**, as defined by MDOT, means that a disadvantaged or minority owner(s) has the demonstrable ability to make independent and unilateral business decisions needed to guide the future and destiny of a business. Control may be demonstrated in many ways. For a minority owner to demonstrate control, the following examples are put forth, but are not intended to be all inclusive:
 - a. Articles of Incorporation, Corporate Bylaws, Partnership Agreements and other agreements shall be free of restrictive language which would dilute the minority owner's control thereby preventing the minority owner from making those decisions which affect the destiny of a business;
 - b. The minority owner shall be able to show clearly through production of documents the areas of the disadvantaged business owner's control, such as, but not limited to:
 - 1) Authority to sign payroll checks and letters of credit;
 - 2) Authority to negotiate and sign for insurance and/or bonds;
 - 3) Authority to negotiate for banking services, such as establishing lines of credit; and

- 4) Authority to negotiate and sign for contracts.
- c. Agreements for support services that do not lessen the minority owner's control of the company are permitted as long as the disadvantaged or minority business owner's authority to manage the company is not restricted or impaired.
5. **Minority Business Enterprise (MBE)** means any legal entity, except a joint venture, that is (a) organized to engage in commercial transactions, and (b) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged including: African Americans; American Indian/Native Americans; Asians; Hispanics; Physically or mentally disabled individuals; or, Women.
6. **Minority Business Enterprise Liaison** means the employee of the LEA designated to administer the Minority Business Enterprise Procedures for State funded public school construction projects.
7. **Operational Control, as defined by MDOT**, means that the disadvantaged or minority owner(s) must possess knowledge necessary to evaluate technical aspects of the business entity. The primary consideration in determining operational control and the extent to which the disadvantaged or minority owner(s) actually operates a business will rest upon the specialties of the industry of which the business is a part. The minority owner should have a working knowledge of the technical requirements needed to operate in his/her industry. Specifically, in the construction industry and especially among small (one to five person firms) contractors, it is reasonable to expect the disadvantaged or minority owner(s) to be knowledgeable of all aspects of the business. Accordingly, in order to clarify the level of operational involvement which a minority owner must have in a business for it to be considered eligible, the following examples are put forth, but are not intended to be all inclusive:
 - a. The minority owner should have experience in the industry for which certification is being sought; and
 - b. The minority owner should demonstrate that basic decisions pertaining to the daily operations of the business are independently made. This does not necessarily preclude the disadvantaged or minority owner(s) from seeking paid or unpaid advice and assistance. It does mean that the minority owner currently must possess the knowledge to weigh all advice given and to make an independent determination.
8. **Ownership**, as defined by MDOT, means that:
 - a. The minority owner(s) of the firm shall not be subject to any formal or informal restrictions, which limit the customary discretion of the owner(s). There shall be no restrictions through, for example, charter requirements, by-law provisions, partnership agreements, franchise or distributor agreements or any other agreements that prevent the minority owner(s), without the cooperation or vote of any non-minority, from making a business decision of the firm.
 - b. This means that the disadvantaged or minority persons, in order to acquire their ownership interests in the firm, have made real and substantial contributions of capital, expertise or other tangible personal assets derived from independently owned holdings without benefit of a transfer of assets, gift or inheritance from non-minority persons. Examples of insufficient contributions include a promise to contribute capital, a note payable to the firm or its owners who are not minority persons or the mere participation as an employee rather than as a manager. If the ownership interest held by a disadvantaged or minority person is subject to formal or informal restrictions, such as options, security interests, agreements, etc., held by a non-minority person or business entity, the options, security interests, agreements, etc., held by the non-minority person or business entity must not significantly impair the disadvantaged or minority person's ownership interest.
9. **Partnership** means an unincorporated association of two or more persons to carry on as co-owners of a business for profit. For a partnership to be deemed eligible for certification under the MDOT Program, the disadvantaged or minority person's interest must be at least 51 percent of the partnership capital.

10. **Disadvantaged Business Enterprise (DBE)** means a citizen or lawfully admitted permanent resident of the United States who is socially disadvantaged and economically disadvantaged. The law establishes the level of personal net worth at \$1,500,000, adjusted annually for inflation according to the Consumer Price Index (CPI); above this net personal worth figure, an individual may not be found to be socially and economically disadvantaged. The current personal net worth (PNW) figure can be found on the MDOT website at: <http://www.mdot.maryland.gov/Office%20of%20Minority%20Business%20Enterprise/Resources%20Information>.
11. **Sole Proprietorship**, as defined by MDOT, is a for-profit business owned and operated by a disadvantaged or minority person in his or her individual capacity. For a sole proprietorship to be deemed eligible for certification under the DBE/MBE Program, the disadvantaged or minority person must be the sole proprietor.
12. **Days** mean business days unless otherwise specified. Business days are defined as Monday through and including Friday, with the exception of Nationally or State recognized holidays.
13. **Regular Dealer** is defined to be a firm that owns, operates, or maintains a store, warehouse, or any other establishment in which materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business. A "regular dealer" does not include a packager, broker, manufacturer's representative, or any other person that arranges or expedites transactions.

4.0 MBE GOAL SETTING PROCEDURES

1. General
 - a. The overall MBE goal and the sub-goals, if appropriate, are established on a per-contract basis for the purposes of solicitation.
 - 1) Where a project consists of more than one contract, the individual contract goals and sub-goals, if appropriate, should reflect the overall project goal and sub-goals.
 - 2) The words "if appropriate" and "if applicable" throughout this document reflect the understanding that for some solicitations, no African American or Asian American sub-goals should be established.
 - b. The MBE program requires that all race-neutral measures be considered before making use of race-based measures. Using a combination of race-neutral and race-based measures for each specific school construction project will help ensure that certified MBE firms are afforded the opportunity to submit bids and be utilized to the greatest extent possible.
 - 1) *Race-neutral measures* include any action taken by the LEA to make it easier for all contractors, including MBEs, to compete successfully for public school construction project contracts. These might include widespread advertising of bidding opportunities, job fairs, and similar publicity events.
 - 2) *Race-based measures* include setting an overall MBE goal and MBE sub-goals, if appropriate, based upon race, gender, ethnicity, etc., for a specific contract.
2. General Considerations for Setting MBE Goal and Sub-goal. The overall MBE goal and the sub-goals, if appropriate, should be set for each specific project contract, considering but not limited to, the following factors:
 - a. The extent to which the work to be performed can reasonably be segmented to allow for MBEs to participate in the project contract;
 - b. A determination of the number of certified MBEs that potentially could perform the identified work;

- c. The geographic location of the project in relationship to the identified certified MBEs;
 - d. Information obtained from other state and local departments/agencies related to establishing a MBE goal and/or sub-goals for similar construction projects or work in the jurisdiction;
 - e. A State agency may apply only 60% of the cost of materials and supplies provided by a regular dealer that is a certified MBE toward achieving an MBE contract goal. For materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, only the fees, commissions, or transportation charges related to the purchase can be counted toward achieving the MBE contract goal, if the agency determines that they are reasonable and not excessive; the actual cost of materials and supplies cannot be counted toward the MBE contract goals.
 - f. Information obtained from other state and local departments/agencies related to MBE participation in similar construction projects or work in the jurisdiction; and
 - g. Any other activities or information that may be identified as useful and productive.
 - h. Procurement agencies may not use quotas.
 - i. Procurement agencies may not use any project goal-setting process that:
 - 1) Solely relies on the State's overall percentage goal, or any other jurisdiction's overall percentage goal; or
 - 2) Fails to incorporate an analysis of:
 - The potential subcontract opportunities available in the prime procurement contract;
 - The availability of certified MBEs to respond competitively to the potential subcontract opportunities;
 - Guidelines established by GOMA; and
 - Other factors that contribute to constitutional goal setting.
3. MBE Sub-goal Setting Procedure:
- a. Once an overall MBE participation goal is set for a project contract, each unit shall determine the appropriate contract sub-goals.
 - b. If the expected value of the procurement is not equal to or in excess of \$200,000, the Sub-goal process is discretionary.
 - c. All State funded public school construction is classified as Construction in the Major Industry Category schedule established by regulation.
 - 1) Accordingly, sub-goals for school construction projects receiving State funding participation apply to the following Subgroups:
 - African American: 7%
 - Asian American: 4%
 - 2) Dually certified firms are to be counted as being owned by a member of the relevant ethnic Subgroup, not as a woman-owned business.
 - d. Sub-goals shall only be set when the overall goal is greater than or equal to the sum of the sub-goals listed in subsection 3.c.1 of this section, plus two percent (2%), i.e., the overall goal must be at least 13%; otherwise, no sub-goals may be established for the contract.
 - e. A sub-goal may not be set if the number of certified firms in the Subgroup is less than three (3).

- f. If the Subgroup has three (3) or more certified firms available to perform the work, the Recommended Sub-goal should be set at the number specified above, unless a basis is provided in the Procurement Review Group documentation for not applying the specified sub-goal.
 - g. For each procurement that has an overall goal, the MBE Program Sub-goal Worksheet (Appendix I) shall be completed and signed by the LEA Procurement Officer and MBE Liaison.
4. The Superintendent or designee shall establish one or more procurement review groups (PRG). The PRG must include at a minimum the MBE liaison and the Procurement Officer (PO) or a representative from the procurement office. The PRG could also include a capital improvement project manager, the project architect, the cost estimator, the Construction Manager, and/or other individuals selected by the Superintendent or designee.
 - a. The PRG should communicate and/or meet as needed to consider the subcontracting goal and sub-goals, if applicable, for individual projects or groups of projects.
 - b. The PRG should consider the factors cited in 4.0, subsection 2, when establishing the MBE goal and sub-goals, if applicable, for each project or segmented piece of a project that are reasonable and attainable.
 - c. The PRG must complete and submit a written analysis for each state funded school construction project with an estimated cost that is expected to exceed \$200,000.
 - 1) For state-funded projects that required review of construction documents, the written analysis and the MBE Program Worksheet (Appendix I) shall be submitted with the construction documents to the Department of General Services (DGS), and will be reviewed by the DGS for submission, appropriate signatures and correspondence between the goal and sub-goals, if applicable, indicated in the analysis and those of the procurement documents.
 - 2) For state-funded projects that do not require review of construction documents, the written analysis and the MBE Program Worksheet shall be submitted to the PSCP, and will be reviewed for submission and appropriate signatures.
 - 3) For locally funded projects that are anticipating to be requested for state approval of planning and funding, the written analysis and the MBE Program Worksheet shall be submitted with construction documents to the Maryland State Department of Education (MSDE), and will be reviewed for submission, appropriate signatures, and correspondence between the goal and sub-goals, if applicable, indicated in the analysis and those of the procurement documents. Submission of the documents is a pre-condition for recommendation for state approval of planning and funding when submitted in an annual CIP.
 - 4) If the project cost is estimated to exceed \$200,000 then a copy of the written analysis shall also be sent to GOMA at the same time that the written analysis is submitted to the DGS or the PSCP
 - d. For projects estimated to cost between \$50,000 and \$200,000 the same analysis form is to be completed and submitted. This could be a responsibility of the PRG, but could be performed by others as well.
 - 1) For state-funded projects that require review of construction documents, the written analysis and the MBE Program Worksheet shall be submitted with the construction documents to the DGS, and will be reviewed for submission, appropriate signatures, and correspondence between the goal and sub-goals, if applicable, indicated in the analysis and those of the procurement documents.
 - 2) For state-funded projects that do not require review of construction documents, the written analysis and the MBE Program Worksheet shall be submitted to the PSCP and will be reviewed for submission and appropriate signatures.
 - e. The PRG should consult with local counsel for the Board of Education as needed.

5. It is recognized that by utilizing the factors cited in Section 4.0, subsection 2, the MBE goal and/or sub-goals, if applicable, for a specific project or portion thereof may be significantly higher than the overall goals of the program (25% overall, with 7% from African American-owned businesses and 4% from Asian American-owned businesses). It is also recognized and possible that there will be MBE goals set that are lower than those stated above or even that no MBE goal and/or sub-goals will be set for a specific project or the segmented piece of the project.
6. Assistance in reviewing the factors cited above and setting a goal and/or sub-goals, if applicable, for specific projects or a segmented piece of a project can be obtained by contacting the PSCP and/or GOMA.

5.0 IMPLEMENTING PROCEDURES - \$50,000 OR LESS

For construction projects estimated to cost \$50,000 or less, the following procedures will be utilized:

1. A MBE goal and/or MBE sub-goals are not required to be set for contracts that are anticipated to be for \$50,000 or less.
2. All advertisements, solicitations, and solicitation documents shall include the following statement:
 - a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation."
3. To encourage greater MBE participation, the staff of the LEA should send out notices of potential projects and a specific project to MBEs to solicit bids or proposals directly from minority business enterprise contractors that are certified.
4. A copy of the solicitation notice, preferably electronically, shall be sent to GOMA at the same time the advertisement for the solicitation is released.
5. When a pre-bid or pre-proposal conference or meeting is held, the MBE liaison or designated representative shall explain that all bidders or offerors are encouraged to utilize certified MBEs for this project or segments of the project.
6. FCPS provides current solicitation packages on the FCPS website: <http://www.fcps.org/bidlist>. Large solicitation packages that contain drawings are available thru a third party electronic plan room.
7. Minority Business Enterprise forms identified in Section 6.0 of this procedure for projects over \$50,000, are not required to be submitted for these projects (\$50,000 or less).
8. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.
9. At the time of the contract award, the MBE Liaison or a designated person will record any anticipated certified minority business enterprise participation data made available from the successful contractor.
10. A business that presents itself as a minority business may participate in a project but may not be counted toward MBE participation until it is a certified minority business enterprise. If the MBE is not certified at the time of contract award, it may not be counted at that time. Only the funds paid after MDOT certification can be counted as MBE participation in the project. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article 14-301 (F) and (J), Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.
11. The contractor will complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. If certified MBE firms are known at the time of contract award, their names and other appropriate information should be entered on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them after approval by the LEA.

12. Upon completion of the project, the contractor will provide a summary of the total of all funds paid to certified MBE firms. This should be within the contractor's final requisition for payment. The summary shall be forwarded to the PSCP with the close-out paperwork.

6.0 IMPLEMENTING PROCEDURES - Over \$50,000

For construction projects estimated to cost in excess of \$50,000, the following procedures will be utilized:

1. All advertisements, solicitations, and solicitation documents shall include the following statements:
 - a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice."
 - b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of ___ percent established for this project. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms."
 - c. If sub-goals have been established for this project then one of the following should be included:
 - 1) "The sub-goals established for this project are ___ percent from African American-owned businesses and ___ percent from Asian American-owned businesses."
 - 2) "The sub-goal established for this project is ___ percent from African American-owned businesses."
 - 3) "The sub-goal established for this project is ___ percent from Asian American-owned businesses."
 - d. "The bidder or offeror is required to submit with its bid or proposal a completed form "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" as described in the solicitation documents.
 - e. If there are no overall MBE goal or MBE sub-goals established for the project, then only 1.A. above is to be included.
2. Other Advertisement and Outreach Requirements:
 - a. To encourage greater MBE participation the staff of the LEA should send out notices of potential projects to MBEs or solicit bids or proposals directly from minority business enterprise contractors that are certified.
 - b. A copy of the solicitation notice, preferably electronically, shall be sent to GOMA at the same time the advertisement for the solicitation is released.
 - c. FCPS provides solicitation packages on the FCPS website: <http://www.fcps.org/bidlist>. Large solicitation packages that contain drawings are available thru a third party plan room.
 - d. When a pre-bid or pre-proposal conference is held, the MBE Liaison or designated representative shall explain the MBE goal and sub-goals, if applicable; the MBE provisions of the solicitation; the documentation required at the time of submission; its relationship to the responsiveness of the bidder or offeror; how to complete the required schedules, and additional information and supporting documentation that may be required after the bid or proposal opening. All contractors who attend the pre-bid or pre-proposal conference should receive a list or information explaining how to obtain a listing of certified MBE firms who could perform the work or have expressed an interest in performing the school construction work required for the specific project in the jurisdiction.
 - e. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.

- f. The MBE liaison, in conjunction with the procurement officer or project staff, should respond to all applicable questions and concerns relating to the project's MBE requirements, completely and in a timely fashion, to ensure that all potential contractors and subcontractors can compete effectively.
- 3. All Solicitation Documents Shall Include the Following:
 - a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice". "All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors are required to attempt to achieve the MBE goal and sub-goals, if applicable, established for the project from certified MBEs".
 - b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the result that a minimum of ___ percent of the total contract value is with certified Minority Business Enterprises, with a minimum of ___ percent from certified African American-owned businesses, a minimum of ___ percent from certified Asian American-owned businesses, and the balance from any certified Minority Business Enterprises. All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors, are required to attempt to achieve the MBE goal and sub-goals, if applicable, from certified MBEs". Note: see 6.1.C. above for variations that may be required.
 - c. Each bid or offer submitted, including a submittal from a certified minority business enterprise in response to this solicitation, shall be accompanied by a completed "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" and a completed "MBE Participation Schedule". These two forms must be accurate and consistent with each other.
 - 1) The forms shall be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document.
 - 2) As an alternative, and at the discretion of the school system, the "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" could be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document. The sealed bids or proposals received by the time specified could be held, unopened for a maximum of 30 minutes. Within that time (30 minutes) each bidder or offeror must submit the "MBE Participation Schedule" in a separate sealed envelope. The sealed price envelopes from each bidder or offeror who submits both the sealed bid or proposal and the envelope with "MBE Participation Schedule" will then be opened and reviewed and recorded as a viable submission. Any contractor that fails to submit the second envelope, with the "MBE Participation Schedule", prior to the specified time allowed (30 minutes) after the submittal of the sealed bid or proposal will be deemed non-responsive and the sealed bid or proposal will not be opened or considered.
 - d. The submittal of a completed and signed "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" and a completed and signed "MBE Participation Schedule" indicates the bidder's or offeror's recognition and commitment to attempt to achieve the MBE goal and/or MBE sub-goals, if applicable, for the specific project.
 - 1) The bidder or offeror recognizes that their efforts made to initiate contact, to solicit, and to include MBE firms in this project will be reviewed carefully and evaluated based upon the actions taken by them prior to and up to 10 business days before the bid or proposal opening. Follow-up actions taken by the bidder or offeror within the 10 business days prior to the bid opening will also be considered.
 - 2) Based upon this review and evaluation it will be determined, by the MBE liaison, procurement officer, or a designated person, if a good faith effort was made by the apparent low bidder or apparent successful offeror.

- e. The bidder or offeror must check one of the three boxes on the “Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit” which relates to the level of MBE participation achieved for the project. The bidder’s or offeror’s signature indicates that in the event that they did not meet the MBE goal or sub-goals, if applicable, that:
 - 1) They are therefore requesting a waiver, and
 - 2) Documentation of their good faith efforts will be provided to the school system staff within 10 business days of being notified that they are the apparent low bidder or apparent successful offeror.
 - f. The bidder or offeror must submit the “MBE Participation Schedule” (as and when described above), which lists and provides information related to each certified MBE firm that the bidder or offeror will utilize on this project. A completed and accurate “Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit” is required. All of the work specified to be performed by each MBE firm, MDOT certification number, minority type, and percentages must be correct.
 - g. The “MBE Participation Schedule” should be completed and submitted with all calculations utilizing the base bid or offer only. A revised “MBE Participation Schedule” should be submitted by the successful bidder or offeror once a determination is made as to the acceptance and/or rejection of any alternates.
 - h. If a request for a waiver has been made, the appropriate box on the “Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit” has been checked and the form signed, then the LEA should obtain and review the apparent low bidder’s or successful offeror’s supporting documentation of the good faith efforts to justify the granting of the waiver, prior to submitting the contract award for approval to the board of education.
 - i. The following documentation shall be considered as part of the contract, and shall be furnished by the apparent low bidder or successful offeror to the MBE Liaison or designated person, within ten (10) business days from notification that the firm is the apparent low bidder or successful offeror:
 - 1) A completed and signed “Outreach Efforts Compliance Statement” and “Minority Business Enterprise Subcontractor Project Participation Statement”. One “Minority Business Enterprise Subcontractor Project Participation Statement” shall be completed and signed by the prime contractor and each MBE firm listed on the “Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit”.
 - 2) Notification for purposes of this procedure means the earliest of the following methods of communication: orally in person, orally by telephone, orally by a telephone message, a faxed communication, a letter by date received or an electronic communication.
 - 3) The ten (10) business days do not include the day the notification is received, weekends or holidays (State or Federal), but the material submitted must be received by the close of business on the tenth day.
 - 4) The requirement to submit the above-listed documentation within the time frame specified will be considered by the IAC in its review of the request for contract award for the project. Failure to submit the required documentation within the time frame specified may result in a delay of the approval of the award of the contract, or the materials being returned without the approval of the award of the contract.
4. Waiver Procedures:
- a. If the apparent low bidder or successful offeror has determined that they are unable to meet the overall MBE goal or sub-goals, if applicable, for the project at the time of submission of a bid or offer, they must check either of the three boxes on the “Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit”. The signature recognizes and acknowledges that a request for a waiver is being made. The apparent low bidder or successful offeror will therefore be required

to submit information and substantiating documentation that will be reviewed to justify the granting of a waiver.

- b. If the apparent low bidder or successful offeror is unable to achieve the overall MBE contract goal and/or the MBE sub-goals, if applicable, from certified African American-owned businesses and/or from certified Asian American-owned businesses, the apparent low bidder or successful offeror shall submit, within 10 working days from notification that the firm is the apparent low bidder or successful offeror, a completed "Outreach Efforts Compliance Statement", "Minority Subcontractors Unavailability Certificate" and "MBE Waiver Documentation" which shall include the following:
 - 1) A detailed statement of the efforts made by the bidder or offeror to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
 - 2) A detailed statement of the efforts made by the bidder or offeror prior to and at least ten (10) days before the bid or proposal opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed and specific instructions on how to submit a bid or proposal;
 - 3) Follow-up actions taken by the bidder or offeror within the 10 days prior to the bid or proposal opening will also be considered;
 - 4) A detailed statement of the contractor's efforts to make personal contact with MBE firms identified for item (2) above;
 - 5) A record of the name, address, telephone number and dates contacted for each MBE identified under items (2) and (3) above;
 - 6) A description of the information provided to MBEs regarding the drawings, specifications and the anticipated time schedule for portions of the work to be performed;
 - 7) Information on activities to assist minority business enterprises to fulfill bonding requirements or to obtain a waiver of these requirements;
 - 8) Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid meetings or other meetings scheduled by the MBE Liaison or designated representative; and
 - 9) As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion.
- c. In addition, to any waiver documentation, the apparent low bidder or successful offeror shall submit one completed "Minority Business Enterprises Subcontractor Project Participation Statement" for each MBE firm that will participate in the project consistent with the information previously provided at the time of the submission of the "MBE Participation Schedule" or the revised "MBE Participation Schedule".
- d. A waiver of an MBE contract goal or sub-goal, if applicable, may be granted by the LEA only upon receipt of "Outreach Efforts Compliance Statement", "Minority Subcontractor Unavailability Certificate" and "MBE Waiver Documentation" as described above in 4. b. items 1 through 9.
 - 1) The MBE Liaison will review and accept or reject the minority business enterprise material that is submitted, and could obtain legal advice or assistance from their attorney.

- 2) The MBE waiver request may not be considered unless all of the documentation specified above has been submitted in a timely fashion by the apparent low bidder or successful offeror.
- 3) Assistance in the review of a request for a waiver (the documentation and justifications) may be requested from the Public School Construction Program and/or the Governor's Office of Minority Affairs.
- 4) If a determination is made that the apparent low bidder or successful offeror did make a good faith effort, based upon a review of the documentation submitted, then the waiver must be granted. The award of contract shall then be made. The material and information submitted including the LEA's review and analysis notes and conclusion shall be retained in the project file.
- 5) If a determination is made that the apparent low bidder or successful offeror did not make a good faith effort, based upon a review of the documentation submitted, then the waiver should not be granted. The material and information submitted including the LEA's review and analysis notes and conclusion shall be retained in the project file. The award of contract shall then be made to the next lowest bidder or offeror, who meets the contractual requirements, including the MBE requirements.
- 6) When a waiver is granted, a copy of "MBE Waiver Documentation" accepted and signed by a LEA representative and with the reasons for the determination, shall be forwarded to the Governor's Office of Minority Affairs and the Public School Construction Program within 10 days after approval of the contract award by the Board of Education. Failure to submit the required documentation within the time frame specified may result in delayed approval of the award of contract by the IAC.

5. All Contracts Shall Include The Following:

- a. *The contractor shall perform the contract in accordance with the representations made in the "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" and the "MBE Participation Schedule" submitted as part of the bid or proposal.*
- b. *Failure to perform the contract as specified and presented in the bid or proposal submission without prior written consent of the owner shall constitute a violation of a material term of the contract.*
 - 1) The contractor shall structure his/her operations for the performance of the contract to attempt to achieve the MBE goals as stated in the solicitation document.
 - 2) The contractor agrees to use his/her best efforts to carry out these requirements consistent with the efficient and effective performance of the contract.
 - 3) The contractor must ensure that all certified MBEs shall have the maximum practical opportunity to compete for additional subcontract work under the contract, even after the award of the contract.
 - 4) The contractor shall submit monthly to the MBE Liaison or the s LEA's designated representative a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
 - 5) The contractor shall include in its agreements with its certified MBE subcontractors, a requirement that those subcontractors submit monthly to the MBE Liaison or appropriate representative a report that identifies the prime contract and lists all payments received from the contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.

- 6) The contractor shall cooperate in any reviews of the contractor's procedures and practices with respect to minority business enterprises, which the MBE Liaison, the PSCP, and/or GOMA may, from time to time, conduct.
- 7) The contractor shall maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the contractor and furnished to the MBE Liaison and or appropriate representative on request.
- 8) All records concerning MBE participation must be retained by the contractor for a period of five years after final completion of the contract, and will be available for inspection by the MBE Liaison, representatives from the PSCP and/or other designated official entities.
- 9) At the option of the MBE Liaison, or appropriate agency representative, upon completion of the contract and before final payment and/or release of retainage, the contractor shall submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.
- 10) If at any time after submission of a bid or proposal and before execution of a contract, the apparent successful bidder or offeror determines that a certified MBE listed on its "MBE Participation Schedule" has become or will become unavailable, then the apparent successful bidder or offeror shall immediately notify the procurement officer and provide such officer with a reason(s) why the change has occurred. Any desired change in the "MBE Participation Schedule" shall be approved in advance by the procurement officer and shall indicate the contractor's efforts to substitute another certified MBE subcontractor to perform the work. Desired changes occurring after the date of contract execution may occur only upon written approval by the agency head and subsequently by contract amendment.
- 11) A business that presents itself as a minority business may participate in a project but the contract value may not be counted toward the MBE goal or sub-goals, if applicable, until the business is certified by MDOT. If it is not certified at the time of contract award it may not be counted toward the goal or sub-goals, if applicable, at that time. Only the funds paid after MDOT certification can be counted toward meeting the MBE goal or sub-goals, if applicable. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article.14-301.1, Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.
- 12) Contractors are encouraged to seek additional MBE participation in their contracts during the life of the project. Any additional MBE participation from certified MBEs should be reported to the MBE liaison prior to initiation and should be included in subsequent monthly requisitions for payment.
- 13) The contractor shall complete the Certified Minority Business Participation Standard Monthly Contractor's Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment this submittal should accurately reflect the payments to be made that month to MBEs and the cumulative total for the period specified. Any and all MBE firms that are identified on the "MBE Participation Schedule" should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.

- 14) At the completion of the project the contractor shall prepare a written summary of the final certified MBE participation in the contract as compared to the proposed participation at the time of contract award. This should include the name of each certified MBE, the percentage and amount that was anticipated to be paid at the time of contract award, the percentage and amount actually paid, and an explanation of any differences that have occurred. Special attention should be given to any situations where the final payments to any MBE were below the level of commitment at the time of contract award. The summary shall be forwarded to the LEA with the final requisition. The LEA shall include this documentation with the submittal of the close-out paperwork to the PSCP.

6. Projects Utilizing a Construction Manager Delivery Method

This section of the procedure has been prepared based upon the utilization of Construction Manager Agency method of delivery. If another alternative method of project delivery is being considered, then these procedures would need to be adapted in consultation with the PSCP before proceeding.

- a. For projects that are being designed and solicited utilizing a Construction Manager Agency delivery method with multiple prime contracts, the LEA can structure its procedures to attain the overall MBE goal and sub-goals, if applicable, for the project as presented below:
- b. The MBE liaison and other LEA staff should work with the project's construction manager, cost estimator, and architect, along with any other individuals who could provide assistance, to determine the overall MBE utilization strategy for the work required, appropriate bid packages, and an appropriate overall MBE goal and sub-goals, if applicable, for each specific bid or proposal package.
- c. The overall MBE goal and sub-goals, if applicable, for the project shall represent the aggregate of the individual goals and sub-goals, if applicable, set for each bid or proposal package.
- d. In setting the specific goals and sub-goals, if applicable, for each solicitation package consideration should be given to the potential for MBE participation to the maximum extent possible. The information and procedures provided in section 4.0 MBE Goal Setting Procedures should be consulted and followed for these types of projects.
- e. Prior to submitting the construction documents for State review and authorization to solicit bids or proposals, the LEA's representative will prepare a complete list of the individual solicitation packages and indicate the MBE goal and sub-goals, if applicable, for each solicitation package. This would include the overall MBE goal and sub-goals, if applicable, established in the solicitation documents, the estimated cost for each solicitation package, and the estimated MBE dollar amounts for each solicitation package. A copy of this list should be submitted with the construction documents. The list should be retained as a record by the LEA for comparison to the actual contracts awarded with MBE participation, and the final actual MBE participation at the completion of the project.
- f. Contractors submitting bids or proposals for solicitation packages that do not include a MBE goal and sub-goals, if applicable, would not be required to submit any of the MBE schedules that are otherwise required nor would they be required to indicate that they are requesting a waiver. The LEA representative would, however, request information from the contractor at the completion of the project to determine if any certified MBE firms had participated in the contract.
- g. All other submittals of MBE materials and reporting requirements are applicable for the project, including the submittal of the "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" and "MBE Participation Schedule" as described above in section 6.0. This includes the documentation for a request for a waiver, if applicable and appropriate.

7. Projects Utilizing an Indefinite Delivery/Indefinite Quantity (IDIQ) or Job Order Contracting (JOC) Method of Delivery:

- a. The solicitation should be prepared and the overall MBE goal and sub-goals, if applicable, established based upon the type of work that is anticipated to be specified or performed under the contract and the availability of certified MBEs. This could include an analysis of the percentages of the different types of work, the estimated dollar value in the entire contract, and the availability of MBEs.
 - b. If an overall goal and sub-goals, if applicable, are set the bidders or offerors would be required to submit "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" in which they could indicate their anticipated MBE participation based upon the entire contract amount and the types of work specified. The award of contract can be made based upon their estimate of MBE participation since there is no specific task order or description of work to be performed and subcontractors have not been identified or engaged through any type of commitment or subcontract.
 - c. Since MBE participation is only anticipated in a general sense as an objective and specific contracts to MBEs have not been signed, then the contract award would not be included in any reporting to the PSCP or subsequent reporting to GOMA.
 - d. However, as the contract proceeds and individual task orders and/or purchase orders are issued, the contractor should submit the "MBE Participation Schedule" for any and all projects or work where MBE subcontractors and/or suppliers might reasonably be utilized. Discussions between the contractor or offeror and the LEA as the task orders and/or purchase orders are being developed should address this aspect of the contract requirements.
 - e. Any MBE participation should be recorded by the MBE liaison and reported to the PSCP as the task orders and/or purchase orders are approved.
 - f. The contractor shall complete the Certified Minority Business Participation Standard Monthly Contractor's Requisition for Payment (IAC/PSCP FORM 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBEs, and the cumulative total for the period specified. Any and all MBE firms that are identified on the "MBE Participation Schedule" should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.
 - g. At the completion of the contract period or the full utilization of the contract's value a report should be prepared by the LEA MBE Liaison and submitted to the PSCP summarizing the MBE participation in each and all of the task orders or purchase orders issued under the contract. This should include the anticipated MBE participation prior to the issuance of the solicitation, the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the contract. The summary shall be forwarded to the LEA with the final requisition. The LEA shall include this documentation with the submittal of the close-out paperwork to the PSCP.
8. Projects Utilizing the Design/Build Delivery Method:
- a. The solicitation is for both A/E services and the actual construction of a public school project. The solicitation should be prepared and the MBE goal and sub-goals, if applicable, established for the construction work that is anticipated for the project. The goal setting procedures described in Section 4.0 above should be utilized for these types of projects.
 - b. The bidders or offerors should be required to submit "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" on which they would indicate their anticipated MBE participation based upon the construction work anticipated and their understanding of the MBE goal and sub-goals, if applicable, the types of work involved, and the availability of certified MBEs for the project. Since there are no detailed plans or designs for the project and there are no contracts or subcontracts for the actual construction work there is no need to submit any other MBE schedules, at this time.

- c. If the bidder, or offeror, who is to be awarded this contract has indicated that they do not anticipate achieving the overall MBE participation goal and sub-goals, if applicable, for this project on the "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" then they are in effect requesting a waiver. They will be required to submit documentation at a later date to justify this request.
- d. As the project proceeds through the design phase and the project is nearing the completion of the construction documents for submission to the State to review, the Design/Build Team (team) in consultation with LEA representatives should discuss the opportunities and potential for certified MBEs to participate in the project.
- e. The team should begin to identify potential contractors and subcontractors, opportunities to segment the project, and MBEs that could participate in the project.
- f. At a point in time that is approximately 30 days prior to the anticipated construction document submission to the State; the team should complete and submit a revised "MBE Participation Schedule" to the LEA for their review and approval.
- g. If the team had indicated on the original "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" that they would meet the goals and the information on the "MBE Participation Schedule" indicates that they did meet the goals then the team should proceed with the construction of the project.
- h. If the team had indicated on the "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" that they did not anticipate meeting the overall MBE goal and sub-goals, if applicable, or only a portion of the goal and sub-goals, if applicable, then the "MBE Participation Schedule" should be reviewed by the LEA. The team should, at this time, submit their documentation in support of the waiver requested.
- i. The proposed MBE participation should be reviewed and a determination made as to whether the team has made a good faith effort to meet the MBE goals and sub-goals, if applicable, established for the project and as stated on the revised "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit".
- j. If a request for a waiver is made and approved, "MBE Waiver Documentation" should be signed by a LEA representative and submitted to the PSCP and GOMA.
- k. Since there was no MBE participation reported at the time of the award of the Design/Build contract, the LEA would submit the entire package of information, including all of the MBE related schedules to the PSCP within ten (10) days of the team being directed to proceed with the actual construction work.
- l. All other submittals of MBE materials and reporting requirements are applicable for the project, as described above in Section 5.0.

7.0 RECORDS AND REPORTS

1. The MBE Liaison shall maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. The records shall be maintained until the project is audited by the PSCP. These records shall include by project:
 - a. The contractor report submitted at the completion of the project;
 - b. The identity of the minority contractors employed on the project;
 - c. The type of work performed;
 - d. The actual dollar value of the work, services, supplies or equipment; and

- e. The MBE percentage of the total contract.
- 2. The MBE Liaison will maintain a record of all waivers approved for each project or solicitation package where the prime contractor was unable to achieve the established overall goal or sub-goals, if applicable. The MBE Liaison will, however, report to the PSCP all MBE participation by MDOT certified firms who are prime contractors, subcontractors, suppliers, or otherwise making an economically viable contribution to each project. This information shall be reported to PSCP within ten (10) days after approval of the award of the contract by the board of education.
- 3. The LEA shall submit the "Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment" (IAC/PSCP Form 306.4 page 3 of 16, located in the Administrative Procedures Guide), to the PSCP Director of Fiscal Services as part of the regular monthly request for payment for the project.
- 4. The LEA shall submit the "Close-Out Cost Summary" (IAC/PSCP Form 306.6 located in the Administrative Procedures Guide), along with the "Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment" (IAC/PSCP Form 306.4) to the PSCP Director of Fiscal Services within 180 days of completion of the project.
 - a. All final MBE payments should be verified by the LEA MBE Liaison before submission to the PSCP.
- 5. Each quarter and at the end of each fiscal year end, the LEA will submit to the, PSCP Fiscal Services a report "Payments Made to Contractors during The Fiscal Year" and maintain such records as are necessary to confirm compliance with its minority business enterprise procedures and activities.
- 6. Each fiscal year end, PSCP Fiscal Services will create a report "Projects Completed during the Fiscal Year" and maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. This report will compare the overall MBE goal and sub-goals, if applicable, for each specific project with the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the project.

8.0 MONITORING

- 1. The LEA's procurement personnel or project staff shall verify that the certified MBE's listed in the MBE participation schedule are actually performing the work.
- 2. The LEA's procurement personnel or project staff shall ensure that MBE subcontractors are receiving compensation as set forth in the "MBE Participation Schedule" by ensuring that the contractor submits monthly reports, listing any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice, and the reason payment has not been made.
- 3. PSCP Fiscal Services will:
 - a. Compile data on projects completed during the fiscal year;
 - b. Confirm that all MBE subcontractors listed in the "MBE Participation Schedule" have received payment; and
 - c. Maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities.
- 4. The MBE Liaison and/or the PSCP will conduct reviews as deemed necessary to confirm compliance with the minority business enterprise participation requirements.
- 5. The MBE Liaison will maintain appropriate records, and shall assist the PSCP in on-site or post-audit reviews upon request.
- 6. Auditors from the PSCP will have access to and the ability to audit MBE participation for specific projects, information retained by the LEA, and/or submitted to the IAC in reports/forms filed by the LEA as referenced above.

9.0 MINORITY BUSINESS ENTERPRISE LIAISON

1. The Superintendent shall designate an individual to be identified as the MBE Liaison for the school system.
2. The MBE Liaison will be the contact person who will work with the PSCP and GOMA to implement the Minority Business Enterprise Program for the school system and the State of Maryland.
3. The Superintendent will immediately notify the PSCP if there is a change in the MBE Liaison for the school system.

10.0 PAYMENT/REIMBURSEMENT FOR ALL PSCP FUNDED PROGRAMS

1. Use IAC/PSCP Form 306.4 Page 3. ("Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment")
2. The Prime Contractor must complete this Form and submit it with each Monthly Requisition/Invoice for Payment for each project in which they are seeking payment from either the Local Education Agency (LEA) or State of Maryland Public School Construction Program. If no MBE Sub-Contractors were utilized on a project (i.e., no MBE goals were set for the project and/or full waiver was granted), this Form must still be submitted by the Prime Contractor.
 - a. IAC/PSCP Form 306.4 Page 3 must be PROJECT specific – If one bid/contract covers multiple projects (either different schools or scopes of work), this Form must be calculated and submitted by the Prime Contractor on an individual project basis.
 - b. IAC/PSCP Form 306.4 Page 3 must be Prime Contractor/Trade Package specific – If the IAC recognized multiple Prime Contractors and/or Trade Packages, this Form must be completed by each Prime/Trade Contractor recognized by the IAC and submitted.
3. All ORIGINAL MBE Sub-Contractors must be listed on this Form with their full company name, MDOT Certification Number, MDOT Classification and ORIGINAL Contract Amount as stated on the "MBE Participation Schedule" and "Minority Business Enterprises Subcontractor Project Participation Statement". (ONLY MDOT Certified companies should be listed on this Form.)
4. Any additional MBE Sub-Contractors utilized on a project must be listed on this Form with their full company name, MDOT Certification Number, MDOT Classification and total contract amount. (ONLY MDOT Certified companies should be listed on this Form.)
5. The Prime Contractor should fill in the amount they intend to pay each MBE Sub-Contractor for the current requisition as well as all money paid to date. By signing this Form, the Prime Contractor is certifying their intent to pay the "Amount to be Paid This Requisition". They are also certifying the distribution of money listed under the "Total Paid to Date" column.
6. The LEA MBE Liaison shall verify each month with the MBE Sub-Contractors that all money listed under the "Total Paid to Date" column has been received from the Prime Contractor. By signing this Form, the LEA MBE Liaison is certifying all MBE Sub-Contractors have been paid all money due to them by the Prime Contractor.
7. The MBE Liaison should also be comparing the current Form with the prior month(s) to make sure information is not being duplicated and/or repeated. Payments to MBE Sub-Contractors should be progressive and recorded.
8. If for any reason, an amount the Prime Contractor listed on the Form as intending to pay the MBE Sub-Contractor was not made, or if the payment amount changed, the LEA MBE Liaison should be inquiring about the change in payment or non-payment to the MBE Sub-Contractor.

9. NO REQUESTS FOR PAYMENT/REIMBURSEMENT SHOULD BE SUBMITTED TO PSCP UNTIL THE PROCEDURES ABOVE HAVE BEEN COMPLETED.

11.0 CLOSE-OUT SUMMARY SUBMISSION

1. Use IAC/PSCP Form 306.6 ("Close Out Cost Summary").
2. The Prime Contractor must complete this Form and submit it with the FINAL Requisition (IAC/PSCP Form 306.4) to the LEA or upon LEA request. If no MBE Sub-Contractors were utilized on a project (i.e. no MBE goals were set for the project and/or a full waiver was granted), this Form must still be submitted by the Prime Contractor.
 - a. IAC/PSCP Form 306.4 Page 3 must be PROJECT specific – If one bid/contract covers multiple projects (either different schools or scopes of work), this Form must be calculated and submitted by the Prime Contractor on an individual project basis.
 - b. IAC/PSCP Form 306.4 Page 3 must be Prime Contractor/Trade Package specific – If the IAC recognized multiple Prime Contractors and/or Trade Packages, this Form must be completed by each Prime/Trade Contractor recognized by the IAC and submitted.
3. All ORIGINAL MBE Sub-Contractors must be listed on this Form with their full company name, MDOT Certification Number, MDOT Classification and ORIGINAL Contract Amount as stated on the "MBE Participation Schedule" and "Minority Business Enterprises Subcontractor Project Participation Statement" (ONLY MDOT Certified companies should be listed on this Form.)
4. Any additional MBE Sub-Contractors utilized on a project must be listed on this Form with their full company name, MDOT Certification Number, MDOT Classification and total contract amount. (ONLY MDOT Certified companies should be listed on this Form.)
5. The Final Form 306.4 should reflect ALL money paid to each MBE Sub-Contractor. There is a column on the Form to answer "Yes" or "No" for the MBE Sub-Contractor being paid in full. There is also a column on the Form for the Prime Contractor to state a brief reason if a MBE Sub-Contractor was paid less than the original contract amount stated on the "MBE Participation Schedule" and "Minority Business Enterprises Subcontractor Project Participation Statement". By signing this Form, the Prime Contractor is certifying the MBE Sub-Contractors have been paid in full for this project.
6. The LEA MBE Liaison shall verify with the MBE Sub-Contractors that all money listed under the "Total Paid to Date" column has been received and no additional money is owed to them by the Contractors have been paid in full by the Prime Contractor for this project.
7. NO CLOSE-OUT COST SUMMARY SHOULD BE SUBMITTED TO PSCP UNTIL THE ABOVE PROCEDURES HAVE BEEN COMPLETED.

Additional Submission Requirements Applicable to All State Funded Projects

1. If an ORIGINAL MBE Sub-Contractor listed on the "MBE Participation Schedule" and "Minority Business Enterprises Subcontractor Project Participation Statement" is not paid in full and/or not utilized on a project, the Prime Contractor shall submit in writing an explanation for either the reduction in contract amount/payment or why the MBE Sub-Contractor was not utilized.
2. It is the responsibility of the LEA MBE Liaison to contact the MBE Sub-Contractor to verify the explanation provided by the Prime Contractor. Any correspondence between the LEA MBE Liaison and both the Prime Contractor and MBE Sub-Contractors should be kept by the LEA and be made available to PSCP upon request or audit.
3. If an MBE Sub-Contractor originally listed on the "MBE Participation Schedule" and "Minority Business Enterprises Subcontractor Project Participation Statement" becomes unavailable and/or is not going to be utilized. This information should be communicated to the PSCP MBE Program Manager and the PSCP Finance Department by the LEA immediately.

4. If additional MBE Sub-Contractors are hired after the “MBE Participation Schedule” and “Minority Business Enterprises Subcontractor Project Participation Statement” have been submitted to PSCP, the LEA MBE Liaison must submit this information to the PSCP MBE Program Manager and the PSCP Finance Department immediately.

12.0 LIQUIDATED DAMAGES PROVISION FOR CONTRACTS CONTAINING MINORITY BUSINESS ENTERPRISE PARTICIPATION GOALS

Chapter 154, Laws of Maryland 2012 required the Board of Public Works (BPW) to promulgate a regulation that included a requirement that all contracts containing minority business enterprise participation goals contain a liquidated damages provision that applies in the event that the contractor fails to comply in good faith with the provisions of the Subtitle 11 of Title 21 or the pertinent terms of the applicable contract. See § 14-303(b) (5), State Finance and Procurement Article, Maryland Annotated Code (SFP).

The regulation promulgated by the BPW, effective May 13, 2013, states that: “All contracts containing certified MBE participation goals shall contain a liquidated damages provision that applies if the contractor fails to comply in good faith with the provisions of State MBE laws or the pertinent terms of the procurement contract.” Code of Maryland Regulations (COMAR) 21.11.03.10(E).

Approved:

original signed by

Theresa R. Alban
Superintendent of Schools

Outreach Efforts Compliance Statement

****Complete and submit this form within 10 business days of notification of apparent award ****

In conjunction with the bid or offer submitted in response to Frederick County Public Schools for the solicitation for _____ project, PSC# _____, I affirm the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories (extend list as needed):

a. _____	d. _____
b. _____	e. _____
c. _____	f. _____
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited certified MBEs (extend list as needed):

a. _____
b. _____
c. _____
4. _____
Select ONE of the following:
 - a. ☐ This contract does not involve bonding requirements.**OR**
 - b. ☐ Bidder/Offeror assisted certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. _____
Select ONE of the following:
 - a. ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference.**OR**
 - b. ☐ No pre-bid/proposal conference was held.

_____ Bidder/Offeror Printed Name	By: _____ Signature: _____ Title: _____ Date: _____ Address: _____ _____ _____
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October 2017

MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

PROJECT/ SCHOOL NAME: _____

PROJECT/ SCHOOL LOCATION: _____

LEA: _____

NAME OF PRIME CONTRACTOR: _____

NAME OF MBE SUBCONTRACTOR: _____

MDOT Certification Number

NAICS Code

1. Work/Services to be performed by MBE Subcontractor: _____

2. Subcontract Amount: \$ _____ Participation Amount \$ _____

3. Bonds - Amount and type required of Subcontractor if any: _____

4. MBE Anticipated or Actual Commencement Date: _____ Completion Date: _____

5. This MBE subcontract represents the following percentage of the total contract cost: _____

6. This is an African American Firm: Yes _____ No _____

7. This is an Asian American Firm: Yes _____ No _____

8. This is a Native American, Hispanic or Disabled Firm: Yes _____ No _____

(Circle One)

The undersigned subcontractor and prime contractor will enter into a contract for the work/service indicated above upon the prime contractor's execution of a contract for the above referenced project with the Board of Education. The undersigned subcontractor is a MDOT certified Minority Business Enterprise. The terms and conditions stated above are consistent with our agreements.

Signature of Subcontractor: _____

Date: _____

The term and conditions stated above are consistent with our agreements.

Signature of Prime Contractor: _____

Date: _____

MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

1. It is hereby certified that the firm of _____
(Name of Minority firm)
located at _____
(Number) (Street)

(City) (State) (Zip)
was offered an opportunity to bid on the _____ school project
in _____ County by _____
(Name of Prime Contractor's Firm)

2. _____ (Minority Firm), is either unavailable for the
work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firm's MBE Representative

Title

Date

MDOT Certification #

Telephone #

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor

Title

Date

October 2017

Attachment F

MBE WAIVER DOCUMENTATION

Project Name: _____ **PSC No.** _____

Base Contract Amount \$ _____

Plus Accepted Alternates \$ _____

Equals Total Contract Amount \$ _____

I have previously requested that a waiver be granted to the overall MBE goal for this project of _____ percent, with a minimum of _____ percent from certified African American-owned businesses, a minimum of _____ percent from certified Asian American-owned businesses, and the balance from all certified minority business enterprises, if applicable. This would include the total dollar value of all materials, supplies, equipment, and services, including construction services directly or indirectly, from Minority Business Enterprises (MBE) which are currently certified by the Maryland Department of Transportation (MDOT).

I _____, hereby certify that my position is
(Name of Company Representative)

_____, and I am the duly authorized representative of
(Position Title)

_____.
(Company Name)

I further certify that I have submitted a *Schedule for Participation of Certified Minority Business Enterprises* which reflects the percentage and dollar value of certified Minority Business Enterprise participation which my company expects to achieve for this contract. Therefore, the request for the waiver is as follows:

Summary MBE Participation Schedule from Attachment B

Minority Group	MBE GOAL		Actual MBE Participation		Request For Waiver	
	Dollar Value of Total Contract*	Percent of Total Contract	Dollar Value	Percent of Total Contract	Dollar Value	Percent of Total Contract
a. Sub Goal African American						
b. Sub Goal Asian American						
c. Other * in Sub Goal group a/b above						
TOTALS						

* with accepted/rejected alternates

To support this request for a waiver, I include the following information as attachments which I certify to be true to the best of my knowledge.

1. A detailed statement of the efforts made by the contractor to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made by the contractor prior to and up to 10 days before the bid opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;
3. A detailed statement of the contractor's efforts to make personal contact with MBE firms identified for Item 2. above;
4. A record of the name, address, telephone number, and dates contacted for each MBE identified under items 2. and 3. above;
5. A description of the information provided to MBE's regarding the plans, specifications and the anticipated time schedule for portions of the work to be performed;
6. Information on activities to assist minority business enterprises to fulfill bonding requirements, or to obtain a waiver of these requirements;
7. Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;
8. As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion; and
9. A list of minority subcontractors found to be unavailable. This shall be accompanied by a Minority Subcontractor Unavailability Certificate signed by the minority business enterprise or from the apparent low bidder or successful offeror indicating that the minority business did not provide the written certification.

Signature _____ Date _____
(Company Representative Name)

Sworn and subscribed before me this _____ day.

of _____ in the year _____ Notary Public _____

Reviewed and accepted by the _____ County Board of Education MBE
Liaison. (County Name)

Signature _____ Date _____
(County Representative Name)

Attachment G

CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION
STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT

LEA: _____

DATE: _____

FACILITY NAME: _____

PSC NO: _____

SCOPE OF WORK: _____

REQ NO: _____

[illegible]

MDOT Certification Number and Classification can be located at <http://mbe.state.md.us/directory/>

MBE Classification :

African American = AA

African American/Women = AAW

Hispanic American = H

Hispanic American/Women = HW

Native American = N

Native American/Women = NW

Asian American = A

Asian American/Women = AW

Women = W

I certify that the figures and information presented above represent accurate and true statements that timely payments have been and will be, made to suppliers and subcontractors on the project, as requisitioned payments are received, and in accordance with our contracts.

Name of Contractor Firm

Authorized Contractor Signature/Date

Contractor Federal Tax ID#

Contractor MBE Classification # (if applicable)

Name of LEA MBE Liaison (Printed)

Signature of LEA MBE Liaison/Date

Attachment H

IAC/PSCP FORM 306.6

CLOSE-OUT COST SUMMARY

LEA: _____

DATE: _____

SCHOOL NAME: _____

PSC # : _____

	<u>Public School Construction</u>	<u>Local and Other</u>							
Allocation:	_____	_____							
Cash Disbursements:	_____	_____							
	Approved Contracts	Expenditures	Balance	Approved Contracts	Expenditures	Total Expenditures			
Construction			\$0			.			
A/E			\$0			\$0			
Related Costs			\$0			\$0			
Total	\$0	\$0	\$0	\$0	\$0	\$0			
<p>I hereby certify that the data shown hereon is correct and request this project be closed.</p> <p style="text-align: right; margin-top: 20px;">_____ Signature of LEA Representative</p>									
FOR STATE USE ONLY									
ADJUSTMENTS:									
Allocation:	_____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Initials</td> <td style="width: 50%;"></td> </tr> <tr> <td>Date</td> <td></td> </tr> </table>		Initials		Date			
Initials									
Date									
Cash:	_____								
AUDIT COMMENTS:									
				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Initials</td> <td style="width: 50%;"></td> </tr> <tr> <td>Date</td> <td></td> </tr> </table>		Initials		Date	
Initials									
Date									
Revised 7/1/00									

MBE PROGRAM SUBGOAL WORKSHEET – Appendix I

This Worksheet must be completed for all procurements that have an overall goal. It requires the approval of the Procurement Officer and the MBE Liaison, who also must sign the Worksheet. Each unit must maintain a copy of the Worksheet as a part of the Procurement Review Group (PRG) documentation for the procurement.

Agency/Unit:	
Project Description:	Solicitation No.
<p>Approvals:</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%; text-align: center;"> <p>_____</p> <p>Signature of Procurement Officer</p> </div> <div style="width: 35%; text-align: center;"> <p>_____</p> <p>Date</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%; text-align: center;"> <p>_____</p> <p>Signature of MBE Liaison</p> </div> <div style="width: 35%; text-align: center;"> <p>_____</p> <p>Date</p> </div> </div>	
1. What is the expected value of the procurement (excluding options)?	\$ _____
2. Does the expected value of the procurement equal or exceed \$200,000?	() Yes () No
<p><input checked="" type="checkbox"/> If YES, completion of the rest of this Worksheet to determine the appropriate subgoals, if any, is mandatory.</p> <p><input checked="" type="checkbox"/> If NO, the unit may, at its discretion, determine that subgoals will not be set for the procurement. If, however, the unit determines that subgoals should be set, the rest of this Worksheet must be completed to determine the appropriate subgoals, if any.</p>	
3. Select, from Table 1 below, the Major Industry Category for the procurement based on the definitions in COMAR 21.01.02.01.	
4. What is the Combined Industry Category, from Table 1 below, based on the Major Industry Category selected for the procurement in Step 3?	
TABLE 1 – INDUSTRY CATEGORY CONVERSION CHART	
<p>Major <u>Industry Category</u></p> <p>Architectural & Engineering</p> <p>Construction</p> <p>Construction Related Services</p> <p>Human, Cultural, Social & Educational Services</p> <p>IT Services</p> <p>IT Supplies & Equipment</p> <p>Maintenance</p> <p>Services</p> <p>Supplies & Equipment</p>	<p>Combined <u>Industry Category</u></p> <p>AE-CRS</p> <p>Cons</p> <p>AE-CRS</p> <p>Serv</p> <p>IT IT</p> <p>Main</p> <p>Serv</p> <p>CSE</p>

5. Check the appropriate column for the Combined Industry Category in Table 2 below based on the answer to Step 4.								
6. What is the Subgoal Total Plus 2% Margin shown in the last line of Table 2 below for the Combined Industry Category?						%		
7. What is the overall MBE participation goal for the procurement?						%		
8. Does the overall MBE participation goal for the procurement equal or exceed the Subgoal Total Plus 2% Margin? (Compare Steps 6 and 7)						() Yes () No		
<input checked="" type="checkbox"/> If YES , proceed with the remaining steps in this Worksheet. <input checked="" type="checkbox"/> If NO , do not set any subgoals for the procurement.								
9. For Column 9 in Table 2, insert the number of certified firms available to perform the work of the procurement for each Subgroup that has a Recommended Subgoal. (NOTE: For purposes of determining the number of certified firms in a Subgroup, count dually certified firms as being owned by a member of the relevant racial or ethnic Subgroup, not as a woman-owned firm.)								
10. For column 10 in Table 2, insert a "Y" (for Yes) or "N" (for No) to indicate whether the number of certified firms in a Subgroup that has a Recommended Subgoal equals or exceeds 3 firms.								
TABLE 2 – RECOMMENDED SUBGOALS								
Combined Industry Category (Check appropriate column per Step 5.)			Cons	AE-CRS	Main	IT	Serv	CSE
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. # of Firms	10. ≥ 3 Y/N	Subgroups						
		African American	7%	6%	8%	7%	7%	6%
		Hispanic American	—	2%	3%	2%	—	—
		Asian American	4%	—	3%	—	4%	5%
		Women	—	9%	—	8%	12%	10%
Subgoal Total			11%	17%	14%	17%	23%	21%
*Subgoal Total Plus 2% Margin			13%	19%	16%	19%	25%	23%
*The Subgoal Total Plus 2% Margin is the sum of the Recommended Subgoals plus 2%.								
<input checked="" type="checkbox"/> Refer to Table 2 above. If there are 3 or more certified firms in a Subgroup for the work of the procurement (indicated by a "Y" in Column 10), the Recommended Subgoal for the Combined Industry Category in Table 2 should be set for that Subgroup unless an explanation is provided in Step 11. <input checked="" type="checkbox"/> A subgoal may not be set if the number of certified firms in that Subgroup is less than 3 (indicated by an "N" in Column 10).								
11. The following Recommended Subgoals have not been set because:								