Purchasing Office
191 South East St
Frederick, Maryland 21701
301-644-5208 phone
301-644-5213 fax

Frederick County Public Schools
Reach. Challenge. Prepare.

Bill Meekins CPPB, CPPO, NIGP-CPP, CSBO, CPCP, Purchasing Manager
Kim Miskell, CSBO, Assistant Purchasing Manager
Roy McHaffa, Purchasing Agent

BID NUMBER/NAME:	23C1, Design Build for Fire Alarm System Replacement at Thurmont Middle School
BID ISSUE DATE:	September 8, 2022
BID CONTRACT MANAGER:	Kim Miskell, CSBO, Assistant Purchasing Manager kim.miskell@fcps.org
BID CONTRACT ADMINISTRATOR:	Tony Ray, Project Manager III, Capital Programs tony.ray@fcps.org
QUESTIONS:	Questions due no later than 4:00 P.M., local time, on September 23, 2022. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.
PRE-BID DATE:	2:00 P.M., local time, September 20, 2022 (Attendance is encouraged, but not mandatory.)
PRE-BID LOCATION:	Thurmont Middle School, Main Office, 408 East Main Street, Thurmont, MD 21788
OBTAINING BID DOCUMENTS:	To view and/or download this solicitation package please visit our webpage at: https://secure.procurenow.com/portal/fcps. If you have problems downloading this bid or applicable addenda, contact: Staci Greeley, Purchasing Associate staci.greeley@fcps.org
BONDS REQUIRED:	YES
MBE REQUIREMENTS:	YES
BID DUE:	2:00 P.M., local time, on October 4, 2022. Bids will be opened and publicly read utilizing Google Meet. Google Meet joining info: Video call link: https://meet.google.com/zrb-qoir-irs Or dial: (US) +1 470-242-8371 PIN: 630 592 207#
SEALED BID DELIVERED TO:	FCPS is accepting electronic bid submissions through OpenGov Procurement. Bidders can create a FREE account with OpenGov Procurement by signing up at http://secure.procurenow.com/signup.
TENTATIVE AWARD DATE:	BOE Work Session, scheduled on: October 26, 2022
ELIGIBILITY TO BID:	All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at eMaryland Marketplace Advantage www.procurement.maryland.gov. FCPS will no longer accept bidder's applications.

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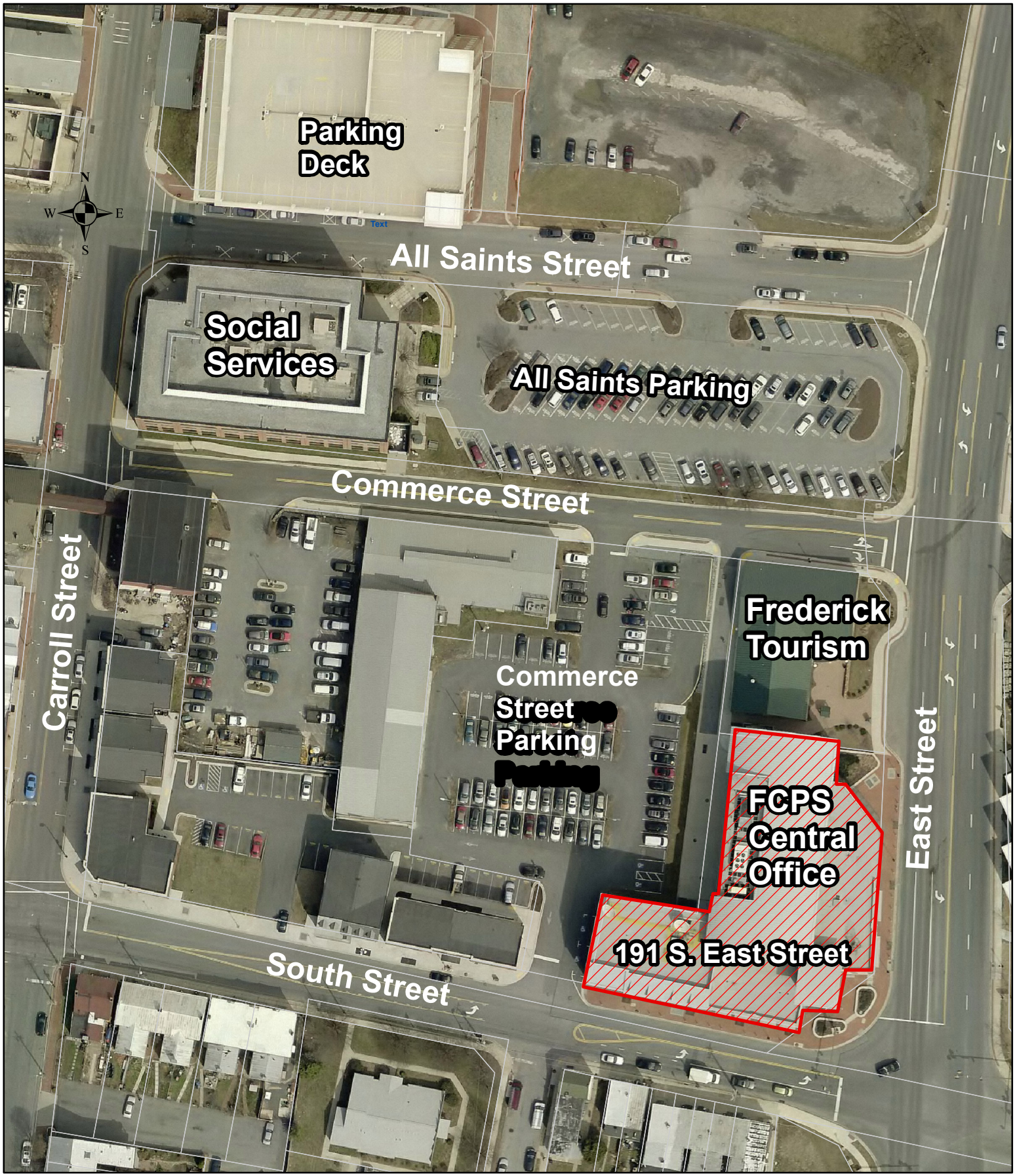

Frederick County Public Schools
191 S. East Street

THE SCHOOL YEAR AT A GLANCE

2022

August 17 (Wednesday)	First Day of School
September 5 (Monday)	Schools* and Offices Closed
September 16 (Friday)	2-Hour Early Dismissal for Students
September 23 (Friday)	3 1/2-Hour Early Dismissal for Students
September 26 (Monday)	Schools* Closed
October 5 (Wednesday)	Schools* Closed
October 12 (Wednesday)	4-Hour Delayed Opening: Elementary and Middle Only (Parent-Teacher Conferences), No 1/2 Day Pre-K; High Schools Open on Time
October 13 (Thursday)	4-Hour Delayed Opening: Elementary and Middle Only (Parent-Teacher Conferences), No 1/2 Day Pre-K; High Schools Open on Time
October 14 (Friday)	3 1/2-Hour Early Dismissal: Elementary and Middle Only (Parent-Teacher Conferences), No 1/2 Day Pre-K; High Schools Open Full Day
October 20 (Thursday)	Schools* Closed for Students
October 21 (Friday)	Schools* Closed for Students
November 8 (Tuesday)	Schools**Closed
November 23-25 (Wednesday-Friday)	Schools** and Offices Closed
November 30 (Wednesday)	2-Hour Early Dismissal for Students
December 23 (Friday)	Schools** and Offices Closed
December 26 (Monday)	Schools** and Offices Closed
December 27-30 (Tuesday-Friday)	Schools** Closed

2023

January 2 (Monday)	Schools** and Offices Closed
January 11 (Wednesday)	Schools* Closed for Students
January 16 (Monday)	Schools** and Offices Closed
February 15 (Wednesday)	2-Hour Early Dismissal for Students
February 20 (Monday)	Schools** and Offices Closed
March 22 (Wednesday)	Schools* Closed for Students
April 7-10 (Friday-Monday)	Schools** and Offices Closed
April 11-14 (Tuesday-Friday)	Schools* Closed for Students
April 28 (Friday)	2-Hour Early Dismissal
May 29 (Monday)	Schools** and Offices Closed
June 1*** (Thursday)	2-Hour Early Dismissal/Last Day of School for Students

**BOE Determined*

***State Mandated (See page 41)*

****FCPS will make up days closed for inclement weather or other emergencies in the following sequence: June 2, 5, 6, 7 and 8. If no snow days are used, the last day for students is Thursday, June 1. The June 2-hour early dismissal will occur on the last day of school for students. The school year will provide 180 days for students. Dates are subject to BOE revision.*

Get Calendar Details:

www.fcps.org/calendar

Like us on Facebook: FCPS Maryland

Follow us on Twitter: @FCPSMaryland

Select FindOutFirst email calendar updates and emergency-closing announcements: www.fcps.org/fof

See the Calendar Handbook months pages

FCPS Maryland **@FCPSMaryland** **www.fcps.org/fof**

DIRECTORY OF SCHOOLS

Elementary

1. **Ballenger Creek** ◗ **240-236-2500**
5250 Kingsbrook Drive
Frederick, MD 21703
Fax 240-236-2501
https://edu.fcps.org/bces/

2. **Blue Heron** **240-566-0700**
7100 Eaglehead Drive
New Market, MD 21774
Fax 240-566-0701
https://edu.fcps.org/bhes/

3. **Brunswick** ◗◆ **240-236-2900**
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901
https://edu.fcps.org/bes/

4. **Butterfly Ridge** ●◆★▲ **240-566-0300**
601 Contender Way
Frederick, MD 21703
Fax 240-566-0301
https://edu.fcps.org/bres/

5. **Carroll Manor** ●◆ **240-236-3800**
5624 Adamstown Road
Adamstown, MD 21710
Fax 240-236-3801
https://edu.fcps.org/cmes/

6. **Centerville** **240-566-0100**
3601 Carriage Hill Drive
Frederick, MD 21704
Fax 240-566-0101
https://edu.fcps.org/ces/

7. **Deer Crossing** ● **240-236-5900**
10601 Finn Drive
New Market, MD 21774
Fax 240-236-5901
https://edu.fcps.org/dces/

8. **Emmitsburg** ● **240-236-1750**
300 South Seton Avenue
Emmitsburg, MD 21727
Fax 240-236-1751
https://edu.fcps.org/ees/

9. **Glade** ●◆ **240-236-2100**
9525 Glade Road
Walkersville, MD 21793
Fax 240-236-2101
https://edu.fcps.org/ges/

10. **Green Valley** **240-236-3400**
11501 Fingerboard Road
Monrovia, MD 21770
Fax 240-236-3401
https://edu.fcps.org/gves/

11. **Hillcrest** ●◆★▲ **240-236-3200**
1285 Hillcrest Drive
Frederick, MD 21703
Fax 240-236-3201
https://edu.fcps.org/hes/

B) Woodsboro ● **240-236-3700**
Grades Pre-K–2
101 Liberty Road
Woodsboro, MD 21798
Fax 240-236-3701
https://edu.fcps.org/woes/

22. **North Frederick** ●◆★ **240-236-2000**
1010 Fairview Avenue
Frederick, MD 21701
Fax 240-236-2001
https://edu.fcps.org/nfes/

23. **Oakdale** **240-236-3300**
5830 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-3301
https://edu.fcps.org/oes/

24. **Orchard Grove** ●◆ **240-236-2400**
5898 Hannover Drive
Frederick, MD 21703
Fax 240-236-2401
https://edu.fcps.org/oges/

25. **Parkway** ● **240-236-2600**
300 Carroll Parkway
Frederick, MD 21701
Fax 240-236-2601
https://edu.fcps.org/pes/

26. **Spring Ridge** ●◆ **240-236-1600**
9051 Ridgefield Drive
Frederick, MD 21701
Fax 240-236-1601
https://edu.fcps.org/sres/

27. **Sugarloaf** **240-566-0500**
3400 Stone Barn Drive
Frederick, MD 21704
Fax 240-566-0501
https://edu.fcps.org/sues/

28. **Thurmont** **240-236-0900**
Grades 3-5
805 East Main Street
Thurmont, MD 21788
Fax 240-236-0901
https://edu.fcps.org/tes/

29. **Thurmont Primary** ● **240-236-2800**
Grades Pre-K–2
7989 Rocky Ridge Road
Thurmont, MD 21788
Fax 240-236-2801
https://edu.fcps.org/tps/

30. **Tuscarora** ● **240-566-0000**
6321 Lambert Drive
Frederick, MD 21703
Fax 240-566-0001
https://edu.fcps.org/tues/

Middle (continued)

42. **Governor Thomas Johnson** **240-236-4900**
1799 Schifferstadt Boulevard
Frederick, MD 21701
Fax 240-236-4901
https://edu.fcps.org/gtjms/

43. **Middletown** **240-236-4200**
100 Martha Mason Street
Middletown, MD 21769
Fax 240-236-4250
https://edu.fcps.org/mms/

44. **Monocacy** **240-236-4700**
8009 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-4701
https://edu.fcps.org/moms/

45. **New Market** **240-236-4600**
125 West Main Street
New Market, MD 21774
Fax 240-236-4650
https://edu.fcps.org/nmms/

46. **Oakdale** **240-236-5500**
5810 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-5501
https://edu.fcps.org/oms/

47. **Thurmont** **240-236-5100**
408 East Main Street
Thurmont, MD 21788
Fax 240-236-5101
https://edu.fcps.org/tms/

48. **Urbana** **240-566-9200**
3511 Pontius Court
Ijamsville, MD 21754
Fax 240-566-9201
https://edu.fcps.org/ums/

49. **Walkersville** **240-236-4400**
55 West Frederick Street
Walkersville, MD 21793
Fax 240-236-4401
https://edu.fcps.org/wms/

50. **West Frederick** **240-236-4000**
515 West Patrick Street
Frederick, MD 21701
Fax 240-236-4050
https://edu.fcps.org/wfms/

51. **Windsor Knolls** **240-236-5000**
11150 Windsor Road
Ijamsville, MD 21754
Fax 240-236-5001
https://edu.fcps.org/wkms/

High

52. **Brunswick** **240-236-8600**
101 Cummings Drive
Brunswick, MD 21716
Fax 240-236-8601
https://edu.fcps.org/bhs/

53. **Catoctin** **240-236-8100**
14745 Sabillasville Road
Thurmont, MD 21788
Fax 240-236-8101
https://edu.fcps.org/chs/

54. **Frederick** **240-236-7000**
650 Carroll Parkway
Frederick, MD 21701
Fax 240-236-7015
https://edu.fcps.org/fhs/

55. **Governor Thomas Johnson** **240-236-8200**
1501 North Market Street
Frederick, MD 21701
Fax 240-236-8201
https://edu.fcps.org/gtjhs/

56. **Linganore** **240-566-9700**
12013 Old Annapolis Road
Frederick, MD 21701
Fax 240-566-9701
https://edu.fcps.org/lhs/

57. **Middletown** **240-236-7400**
200 Schoolhouse Drive
Middletown, MD 21769
Fax 240-236-7450
https://edu.fcps.org/mhs/

58. **Oakdale** **240-566-9400**
5850 Eaglehead Drive
Ijamsville, MD 21754
Fax 240-566-9401
https://education.fcps.org/ohs/

59. **Tuscarora** **240-236-6400**
5312 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-6401
https://edu.fcps.org/ths/

60. **Urbana** **240-236-7600**
3471 Campus Drive
Ijamsville, MD 21754
Fax 240-236-7601
https://edu.fcps.org/uhs/

61. **Walkersville** **240-236-7200**
81 West Frederick Street
Walkersville, MD 21793
Fax 240-236-7250
https://edu.fcps.org/whs/

Specialized Schools & Programs

62. **Career and Technology Center** **240-236-8500**
7922 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-8501
https://edu.fcps.org/ctc/

63. **Carroll Creek Montessori Public Charter School** **240-566-0600**
7215 Corporate Court
Frederick, MD 21703
Fax 240-566-0601
https://carrollcreekmontessori.org/

64. **FCPS Blended Virtual Program**
c/o Centerville ES
3601 Carriage Hill Drive
Frederick, MD 21704
Elementary **240-236-8970**
Fax 240-236-8971
https://edu.fcps.org/esbvp/
Middle **240-236-8960**
Fax 240-236-8961
https://edu.fcps.org/msbvp/

65. **Frederick Classical Charter School** **240-236-1200**
8445 Spires Way, Suite CC
Frederick, MD 21701
Fax 240-236-1201
https://frederickclassicalcharterschool.org/

66. **Frederick County Virtual School** **240-236-8450**
c/o GTJMS
1799 Schifferstadt Boulevard
Room 116
Frederick, MD 21701
Fax 240-236-8451
https://edu.fcps.org/flex/

67. **Heather Ridge School** **240-236-8000**
1445 Taney Avenue
Frederick, MD 21702
Fax 240-236-8001
https://edu.fcps.org/hrs/

68. **Monocacy Valley Montessori Public Charter School** **240-236-6100**
217 Dill Avenue
Frederick, MD 21701
Fax 240-236-6101
https://mvmpcs.org/

69. **Rock Creek School** **240-236-8700**
55B West Frederick Street
Walkersville, MD 21793
Fax 240-236-8701
https://edu.fcps.org/rcs/

70. **Sabillasville Environmental Charter School** **240-236-6000**
16210-B Sabillasville Road
Sabillasville, MD 21780
Fax 240-236-6001
https://edu.fcps.org/ses/

12. **Kemptown** **240-236-3500**
3456 Kemptown Church Road
Monrovia, MD 21770
Fax 240-236-3501
https://edu.fcps.org/kes/

13. **Lewistown** ◆ **240-236-3750**
11119 Hessong Bridge Road
Thurmont, MD 21788
Fax 240-236-3751
https://edu.fcps.org/les/

14. **Liberty** ● **240-236-1800**
11820 Liberty Road
Frederick, MD 21701
Fax 240-236-1801
https://edu.fcps.org/lies/

15. **Lincoln** ●◆★▲ **240-236-2650**
200 Madison Street
Frederick, MD 21701
Fax 240-236-2651
https://edu.fcps.org/lnes/

16. **Middletown** **240-236-1100**
Grades 3-5
201 East Green Street
Middletown, MD 21769
Fax 240-236-1150
https://edu.fcps.org/mes/

17. **Middletown Primary** ●◆ **240-566-0200**
Grades Pre-K–2
403 Franklin Street
Middletown, MD 21769
Fax 240-566-0201
https://edu.fcps.org/mps/

18. **Monocacy** ●★▲ **240-236-1400**
7421 Hayward Road
Frederick, MD 21702
Fax 240-236-1401
https://edu.fcps.org/moes/

19. **Myersville** **240-236-1900**
429 Main Street
Myersville, MD 21773
Fax 240-236-1901
https://edu.fcps.org/myes/

20. **New Market** ● **240-236-1300**
93 West Main Street
New Market, MD 21774
Fax 240-236-1301
https://edu.fcps.org/nmes/

21. **New Midway-Woodsboro** ●
A) New Midway **240-236-1500**
Grades 3-5
12226 Woodsboro Pike
Keymar, MD 21757
Fax 240-236-1501
https://edu.fcps.org/woes/

31. **Twin Ridge** ◆ **240-236-2300**
1106 Leafy Hollow Circle
Mt. Airy, MD 21771
Fax 240-236-2301
https://edu.fcps.org/tres/

32. **Urbana** ◆ **240-236-2200**
3554 Urbana Pike
Frederick, MD 21704
Fax 240-236-2201
https://edu.fcps.org/ues/

33. **Valley** ● **240-236-3000**
3519 Jefferson Pike
Jefferson, MD 21755
Fax 240-236-3001
https://edu.fcps.org/ves/

34. **Walkersville** ● **240-236-1000**
83 West Frederick Street
Walkersville, MD 21793
Fax 240-236-1050
https://edu.fcps.org/wes/

35. **Waverley** ●◆★▲ **240-236-3900**
201 Waverley Drive
Frederick, MD 21702
Fax 240-236-3901
https://edu.fcps.org/waves/

36. **Whittier** ●◆ **240-236-3100**
2400 Whittier Drive
Frederick, MD 21702
Fax 240-236-3101
https://edu.fcps.org/whes/

37. **Wolfsville** ● **240-236-2250**
12520 Wolfsville Road
Myersville, MD 21773
Fax 240-236-2251
https://edu.fcps.org/wfes/

38. **Yellow Springs** ● **240-236-1700**
8717 Yellow Springs Road
Frederick, MD 21702
Fax 240-236-1701
https://edu.fcps.org/yses/

Middle

39. **Ballenger Creek** **240-236-5700**
5525 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-5701
https://edu.fcps.org/bcms/

40. **Brunswick** **240-236-5400**
301 Cummings Drive
Brunswick, MD 21716
Fax 240-236-5401
https://edu.fcps.org/bms/

41. **Crestwood** **240-566-9000**
7100 Foxcroft Drive
Frederick, MD 21703
Fax 240-566-9001
https://edu.fcps.org/cms/

KEY

- ◗ Half-day pre-kindergarten program available
- ● Full-day pre-kindergarten program available
- ◆ Special education pre-kindergarten available
- ★ STAR (Title I) Schools
- ▲ Judy Center Schools

STATE OF MARYLAND

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

09/08/2022

REQUEST FOR ADVERTISEMENT AND NOTICE TO PROCEED

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

Re: Design Build for Fire Alarm System Replacement at Thurmont Middle School

Project No: PSC #10.008.23

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.dllr.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 dldliprevailingwage-dllr@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 LABOR 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 Goverment 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 (LABOR) 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 dldliprevailingwage-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 Traning
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
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 2021 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@dllr.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 #10.008.23

Location and Description of work:

Frederick County: Replacement of fire alarm system at Thurmont Middle School to bring the existing system up to local code and ADA standards.

Determination Number
50861

Date of Issue: Sep 08, 2022

BUILDING CONSTRUCTION

CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT
BALANCING TECHNICIAN	AD	$42.67		$22.75
BRICKLAYER	AD	$34.00		$12.84
CARPENTER	AD	$30.34		$13.96
CARPENTER - SHORING SCAFFOLD BUILDER	AD	$30.34		$13.96
CARPET LAYER	AD	$30.71	033	$13.87
CEMENT MASON	AD	$28.95	033	$0.00
COMMUNICATION INSTALLER TECHNICIAN	AD	$23.09		$4.48
DRYWALL - SPACKLING, TAPING, & FINISHING	AD	$30.34		$13.96
ELECTRICIAN	AD	$40.25		$20.05
ELEVATOR MECHANIC	AD	$50.04		$36.36
FIREPROOFER - SPRAYER	AD	$26.00	031	$5.20

FIRESTOPPER	AD	$29.41		$8.98
GLAZIER	AD	$33.65	033	$0.00
INSULATION WORKER	AD	$38.01		$17.62
IRONWORKER - FENCE ERECTOR	AD	$33.90	033	$24.52
IRONWORKER - ORNAMENTAL	AD	$33.90	033	$24.52
IRONWORKER - REINFORCING	AD	$30.79	033	$23.01
IRONWORKER - STRUCTURAL	AD	$33.90	033	$24.52
MILLWRIGHT	AD	$33.65		$17.16
PAINTER	AD	$25.50	033	$11.37
PILEDRIVER	AD	$33.62		$15.73
PLASTERER	AD	$29.05	031	$5.95
PLUMBER	AD	$41.92		$22.09
POWER EQUIPMENT OPERATOR - ASPHALT DISTRIBUTOR	AD	$20.50	033	$12.08
POWER EQUIPMENT OPERATOR - BACKHOE	AD	$29.23		$13.18
POWER EQUIPMENT OPERATOR - BOOM TRUCK	AD	$37.09	031	$23.49
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	$29.05		$12.10
POWER EQUIPMENT OPERATOR - CONCRETE PUMP	AD	$34.00		$6.70
POWER EQUIPMENT OPERATOR - CRANE	AD	$37.70		$16.15
POWER EQUIPMENT OPERATOR - DRILL - RIG	AD	$31.73		$13.27
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	$29.47		$10.14
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	$31.73		$13.27
POWER EQUIPMENT OPERATOR - GRADALL	AD	$29.00		$6.42
POWER EQUIPMENT OPERATOR - LOADER	AD	$23.36		$7.00
POWER EQUIPMENT OPERATOR - MECHANIC	AD	$32.89		$8.86
POWER EQUIPMENT OPERATOR - MILLING MACHINE	AD	$28.00		$0.00
POWER EQUIPMENT OPERATOR - PAVER	AD	$25.70	033	$4.72
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	$21.76	033	$7.86
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	AD	$31.73		$13.27
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	AD	$29.78		$13.27
POWER EQUIPMENT OPERATOR-VACUUM TRUCK	AD	$26.00		$8.23
RESILIENT FLOOR	AD	$30.71	033	$13.87
ROOFER/WATERPROOFER	AD	$29.50		$14.71
SHEETMETAL WORKER (INCLUDING METAL ROOFING)	AD	$42.67		$22.75
SPRINKLERFITTER	AD	$29.86	033	$18.99
STEAMFITTER/PIPEFITTER	AD	$41.92		$22.09
STONE MASON	AD	$40.81	033	$19.59
TILE & TERRAZZO FINISHER	AD	$25.81		$11.66
TILE & TERRAZZO MECHANIC	AD	$31.18		$12.60
TRUCK DRIVER - DUMP	AD	$21.47		$7.00
TRUCK DRIVER - DUMP - ARTICULATING	AD	$19.07		$7.00
TRUCK DRIVER - FLATBED	AD	$23.50	031	$2.19
TRUCK DRIVER - TACK/TAR TRUCK	AD	$29.32		$1.99
TRUCK DRIVER - TRACTOR TRAILER	AD	$23.08		$7.00
TRUCK DRIVER - WATER	AD	$19.07		$7.00

LABORER GROUP II

LABORER - ASPHALT RAKER	AD	$16.50		$7.00

LABORER - COMMON	AD	$16.50	$7.00
LABORER - CONCRETE PUDDLER	AD	$16.50	$7.00
LABORER - CONCRETE TENDER	AD	$16.50	$7.00
LABORER - CONCRETE VIBRATOR	AD	$16.50	$7.00
LABORER - DENSITY GAUGE	AD	$16.50	$7.00
LABORER - FIREPROOFER - MIXER	AD	$16.50	$7.00
LABORER - FLAGGER	AD	$16.50	$7.00
LABORER - GRADE CHECKER	AD	$16.50	$7.00
LABORER - HAND ROLLER	AD	$16.50	$7.00
LABORER - JACKHAMMER	AD	$16.50	$7.00
LABORER - LANDSCAPING	AD	$16.50	$7.00
LABORER - LAYOUT	AD	$16.50	$7.00
LABORER - LUTEMAN	AD	$16.50	$7.00
LABORER - MORTAR MIXER	AD	$16.50	$7.00
LABORER - PLASTERER - HANDLER	AD	$16.50	$7.00
LABORER - TAMPER	AD	$16.50	$7.00
LABORERS GROUP I			
LABORER - AIR TOOL OPERATOR	AD	$17.75	$0.00
LABORER - ASPHALT PAVER	AD	$17.75	$0.00
LABORER - BLASTER - DYNAMITE	AD	$17.75	$0.00
LABORER - BURNER	AD	$17.75	$0.00
LABORER - CONCRETE SURFACER	AD	$17.75	$0.00
LABORER - HAZARDOUS MATERIAL HANDLER	AD	$17.75	$0.00
LABORER - MASON TENDER	AD	$17.75	$0.00
LABORER - PIPELAYER	AD	$17.75	$0.00
LABORER - SCAFFOLD BUILDER	AD	$17.75	$0.00

Incidental Craft Data: Caulker, Man Lift Operator, Rigger, Scaffold Builder, and Welderreceive 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 $250,000 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 25% 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@dllr.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™ – 2018

Instructions to Bidders

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

Thurmont Middle School
Design Build for Fire Alarm Replacement
408 East Main Street
Thurmont, Maryland 21788
Bid #23C1

THE OWNER:
(Name, legal status, address, and other information)

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

THE ARCHITECT:
(Name, legal status, address, and other information)

N/A

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

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.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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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 any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

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

§ 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 including Addenda.

§ 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, to which Work may be added or deleted by 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, or that does not change, 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 By submitting a Bid, the Bidder represents that:

- **.1** the Bidder has read and understands the Bidding Documents;
- **.2** the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- **.3** the Bid complies with the Bidding Documents;
- **.4** 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 observations with the requirements of the Proposed Contract Documents;
- **.5** the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- **.6** the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

(Indicate how, su
Documents.)

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

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(Paragraphs deleted)

§ 3.1.3 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation 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 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by e-mail, clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall 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 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 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.

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

§ 3.3.5 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 Addenda will be available where Bidding Documents are on file.

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§ 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 Prior to submitting a Bid, each Bidder shall ascertain 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 or identified in the Bidding Documents.

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

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms 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" or as required by the bid form.

§ 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 and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name 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.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required as 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.

[illegible] amount of bid

§ 4.2.2 The surety bond that is required as bid security, shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

(Paragraph deleted)

§ 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

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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.

(Indicate

§ 4.3.2 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and 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 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

(Paragraph deleted)

§ 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 date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so 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 in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.4 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Owner of such error within twenty-four hours requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Owner, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security may be retained at the Owner's discretion.

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ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, 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 best interests.

§ 5.3.2 Unless otherwise prohibited by law, 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 lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

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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 Owner, upon request and within the timeframe specified by the Owner, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Submittals

(Paragraphs deleted)

§ 6.2.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner:

- **.1** a designation of the Work to be performed with the Bidder's own forces;
- **.2** names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; 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.

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

§ 6.2.3 Prior to the execution of the Contract, the Owner will notify the Bidder after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for 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.

§ 6.2.4 Persons and entities proposed by the Bidder and to whom the Owner 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.

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.

§ 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 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 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 ten days following the date of the Official Notice to Award. If the Work is to commence sooner 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.

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§ 7.2.2 Unless otherwise provided, the bonds shall be written on Comar Document 21.07.02.10, Performance Bond and Payment Bond.

§ 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 to the bond 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 and AIA Document A201, General Conditions of the Contract for Construction as modified by Frederick County Public Schools.
(Table deleted)(Paragraphs deleted)(Paragraphs deleted)

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Additions and Deletions Report for

AIA® Document A701™ – 2018

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

(Name, location, and detailed description)

Thurmont Middle School
Design Build for Fire Alarm Replacement
408 East Main Street
Thurmont, Maryland 21788
Bid #23C1

...

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

...

N/A

...

8 ~~ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS~~FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

PAGE 2

§ 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 any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all ~~Addenda, and all other documents enumerated in Article 8 of these Instructions.~~Addenda issued prior to execution of the Contract.

...

§ 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.~~Documents including Addenda.

...

§ 3.1.1 Bidders ~~shall obtain complete Bidding Documents, as indicated below,~~ may obtain complete sets of the Bidding Documents from the issuing office designated in the ~~advertisement or invitation to bid, for the deposit sum, if any, stated therein.~~Advertisement or Invitation to Bid.

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§ 3.1.2 ~~Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.~~Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

~~**§ 3.1.3** 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.~~

~~**§ 3.1.4** Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.~~

§ ~~3.1.5~~ 3.1.3 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

PAGE 3

§ 3.2.1 The Bidder shall carefully study ~~the Bidding Documents,~~ 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 ~~notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.~~at once report to the Architect errors, inconsistencies or ambiguities discovered.

...

§ 3.4.1 Addenda will be ~~transmitted to Bidders~~ available to all who are known by the issuing office to have received ~~complete Bidding Documents.~~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.

PAGE 4

§ 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 ~~neither~~ make no additional stipulations on the bid form nor qualify the Bid in any other manner.

...

§ 4.2.1 Each Bid shall be accompanied by ~~the following bid security:~~a bid security in the form and amount required as 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 The ~~Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, 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. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.~~surety bond that is required as bid security, shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents.

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The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.3 ~~If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.4 ~~The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.~~

§ 4.3.1 ~~A Bidder shall submit its Bid as indicated below:~~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.

PAGE 5

§ 4.3.2 ~~Paper copies of the Bid, the bid security, 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.~~Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and will be returned unopened.

§ 4.3.3 ~~Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.~~The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 ~~The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.~~A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.3.5 ~~A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.~~

§ 4.4.1 ~~Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original~~ 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 ~~Withdrawn Bids may be resubmitted up~~ Prior to the date and time designated for ~~the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.~~receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such

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notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.3 ~~After~~ Withdrawn Bids may be resubmitted up to the date and time designated for ~~receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:~~the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.4 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Owner of such error within twenty-four hours requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Owner, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security may be retained at the Owner's discretion.

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Bidders to whom award of a Contract is under consideration shall submit to the ~~Architect,~~ Owner, upon request and within the timeframe specified by the ~~Architect,~~ Owner, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 ~~Owner's Financial Capability~~

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

~~§ 6.3 Submittals~~

~~§ 6.3.1~~ ~~After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:~~

- ~~**.1** a designation of the Work to be performed with the Bidder's own forces;~~
- ~~**.2** names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; 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 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, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for 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.~~

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§ 6.2.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; 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.

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

§ 6.2.3 Prior to the execution of the Contract, the Owner will notify the Bidder after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for 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.

§ 6.2.4 Persons and entities proposed by the Bidder and to whom the Owner 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.

...

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ~~three~~ ten days following the date of ~~execution of the Contract.~~ the Official Notice to Award. If the Work is to commence sooner 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 ~~AIA Document A312,~~ Comar Document 21.07.02.10, Performance Bond and Payment Bond.

PAGE 7

~~ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS~~

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 and AIA Document A201, General Conditions of the Contract for Construction as modified by Frederick County Public Schools.

~~**§ 8.1** Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:~~

~~**.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.~~

~~*(Insert the complete AIA Document number, including year, and Document title.)*~~

~~**.2** AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.~~

~~*(Insert the complete AIA Document number, including year, and Document title.)*~~

~~**.3** AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.~~

~~*(Insert the complete AIA Document number, including year, and Document title.)*~~

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~~.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~*(Insert the date of the E203-2013.)*~~

~~.5 Drawings~~

~~Number~~	~~Title~~	~~Date~~

~~.6 Specifications~~

~~Section~~	~~Title~~	~~Date~~	~~Pages~~

~~.7 Addenda:~~

~~Number~~	~~Date~~	~~Pages~~

~~.8 Other Exhibits:~~
~~*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*~~

~~[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204-2017.)*~~

~~[ ] The Sustainability Plan:~~

~~Title~~	~~Date~~	~~Pages~~

~~[ ] Supplementary and other Conditions of the Contract:~~

~~Document~~	~~Title~~	~~Date~~	~~Pages~~

~~.9 Other documents listed below:~~
~~*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*~~

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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 10:15:46 ET on 08/29/2022 under Order No. 3104237315 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™ – 2018, 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)

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FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
SUPPLEMENTAL INSTRUCTIONS TO AIA DOCUMENT A701

1. BIDDER REGISTRATION

a. All Frederick County Public School (FCPS) suppliers and or contractors interested in bidding on FCPS projects must register on eMaryland Marketplace Advantage https://emma.maryland.gov FCPS will no longer accept bidder's applications.

b. Contractors are required to register with eMaryland Marketplace Advantage https://emma.maryland.gov within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. 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 Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland.

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 suppliers 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.

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 are to be uploaded to OpenGov Procurement, the online sourcing website utilized by FCPS. Submissions may be uploaded at any time prior to the bid due date and time. Bidders may modify their bid submissions up until the bid due date and time.

b. Bids uploaded after the designated date and/or time will not be accepted. It is the responsibility of the supplier to ensure that submittals are uploaded on time.

c. 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. The bid submission date will not change based on inclement weather, unless changed by an addendum. Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, refer to Section 2(e) for closing and delays.

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 their proposal with original signatures. Signatures may be in ink (wet) or digitally signed. Signatures submitted with a script-style font will be accepted. Bids must be prepared on the proposal form(s), if provided. FCPS proposal forms format shall not be altered.

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:

   i. Proposal pages completely and accurately filled out.
   ii. Minority Business Enterprise Attachment “A” Form completed and signed.
   iii. Minority Business Enterprise Attachment “B” Form completed and signed.
   iv. Statutory Affidavit and Non-Collusion Certification form completed and signed.
   v. Certificate of Compliance form completed and signed.
   vi. Vendor Conflict of Interest Disclosure form completed and signed.
   vii. AIA A310 Bid Bond (for 5% of the total bid amount).

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: www.Egov.maryland.gov/BusinessExpress

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.

6. MBE REQUIREMENTS

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 5 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 Women-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.

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 tow 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.

j. The bidder/offeror is advised that liquidated damages will apply in the event the contractor fails to comply in good faith with the provisions of the MBE program and pertinent contract provisions. (Code of Maryland Regulations (COMAR) 21.11.03.10(E)).

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 be signed by a person legally authorized to sign the company into a contract. Bids will be submitted on-line via OpenGov Procurement. (https://secure.procurenow.com/portal/fcps).

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 three 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. CONTRACT ASSIGNMENT

a. The awarded vendor(s) will not assign or transfer any portion of their interest or obligation under this Agreement to any third party, without the prior written consent of the Contract Manager. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board of Education of Frederick County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

b. The awarded vendor(s) will, when required, submit to the Contract Manager, in writing, the name of each subcontractor they intend to employ, the portion of the material to be furnished, their place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish satisfactorily the material as called for in the specifications.

c. FCPS reserves the right to approve or disapprove all subcontractors to be employed on a project. FCPS further reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. Any increased cost associated with the change of a subcontractor shall be the full obligation and responsibility of the awarded supplier(s).

d. The awarded vendor(s) will not legally, or equitably, assign any of the funds payable under the contract, or its claim thereto, unless by, and with, the consent of the Contract Manager.

e. The awarded vendor(s) will have the same provisions inserted in all subcontracts relative to the terms

of the general conditions and other contract documents. Nothing contained in this contract shall create any contractual relations between any subcontractor and FCPS.

16. 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.

17. INSURANCE REQUIREMENTS

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

18. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

a. It is anticipated that construction will commence on or around June 1, 2023.

b. Substantial completion shall be achieved by August 15, 2023.

19. PROTESTS

a. The Purchasing Manager 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.

b. 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 $50,000 or above.

c. The Purchasing Manager shall issue a decision in writing.

d. 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.

e. The Board of Education of Frederick County's decision is deemed the final action at the local level.

f. 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.

20. MULTI-YEAR CONTRACT

a. Contracts that require funding appropriation for more than one fiscal year automatically terminate if money sufficient for the continued performance is not appropriated for any fiscal year. The date of termination is the last day of the fiscal year for which money was last appropriated, or the date provided in the termination clause of the procurement contract, whichever is earlier.

b. If the multi-year contract is terminated due to lack of funding, FCPS shall reimburse the vendor for the reasonable value of any nonrecurring costs that were incurred as a result of the multi-year contract, but not amortized in the price of the supplies or services delivered under the multi-year contract. The reasonable value will be negotiated, and mutually agreed upon, by FCPS and the vendor.

c. The cost of termination may be paid from any appropriation available for that purpose.

21. TERMINATION FOR DEFAULT

a. When an awarded vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of FCPS. FCPS may, by written notice of default to the vendor, terminate the whole or any part of the contract in any of the following circumstances:

   i. If the vendor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:

   ii. If the vendor fails to perform any of the provisions of this contact, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as authorized by the Purchasing Manager) after receipt of written notice from the Purchasing Manager of such failure, or:

   iii. If the vendor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:

   iv. If a determination is made by FCPS that the obtaining of the contract was influenced by an employee FCPS having received a gratuity, or a promise therefore, in any way or form.

b. In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, in a manner the Purchasing Manager deems appropriate, and the vendor shall be liable to FCPS for any additional cost(s) incurred.

c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

22. TERMINATION FOR CONVENIENCE

The contract may be terminated by FCPS in accordance with this clause in whole, or in part, whenever FCPS determines that such a termination is in the best interest of FCPS. Written notice shall be given a minimum of 30 days in advance. FCPS will pay for all services, in accordance with contract pricing, up to the date of the termination. However, the awarded vendor(s) shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Under this contract, the awarded vendor does not have a right to unilateral termination for convenience.

23. 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.

24. 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.

25. 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.

The liquidated damages sum of $1.00 per student based on the expected enrollment of **XXX** students for total liquidated damages in the amount of **$XXX.XX** per day.

26. 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.

27. 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

28. GOVERNING LAW AND VENUE

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.

d. The solicitation shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits shall be filed in the appropriate State Court located in Frederick County, Maryland.

29. 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.

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

a. Registered Sex Offenders

Individuals who are registered sex offenders are not eligible to work on any FCPS' property. Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland states, "a person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant." A supplier violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding $5,000, or both.

It is the responsibility of each awarded supplier to screen their workforce to ensure that a Registered Sex Offender is not assigned to perform work at any FCPS school or project. The term workforce includes direct employees, subcontractors, and material and equipment suppliers the awarded supplier will use to perform the work.

b. Other Crimes

An awarded supplier(s), or subcontractors), 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:

i. 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; or

ii. 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

iii. 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.

c. Violation of any of these provisions may result in immediate Termination for Cause.

31. CRIMINAL BACKGROUND CHECKS

a. 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. The criminal background check includes both fingerprinting and disclosure forms and will be completed by the FCPS Human Resources Department by appointment only.

b. In the event a provider is unable to be fingerprinted by the FCPS Human Resources Department due to distance (living more than 200 miles from FCPS located at 191 South East Street, Frederick, MD) or any other mutually agreeable reason, then the following alternative fingerprinting and disclosure process will be followed:

1) A contract service provider must request via email a paper fingerprint card from the FCPS Human Resources Department for manual fingerprinting by the contract service provider's local law enforcement.

2) The contract service provider must be fingerprinted under the Adam Walsh Act background transaction (commonly referred to as the Child Care background check).

3) The FCPS Human Resources Department will mail a paper fingerprint card to the mailing address provided by the requesting contract service provider.

4) Upon being fingerprinted, the contract service provider will return the completed fingerprint card via mail to the FCPS Human Resources Department.

5) The FCPS Human Resources Department will independently submit the contracted service provider's fingerprint card to the state's Criminal Justice Information System (CJIS) for state and federal criminal background check processing.

6) The FCPS Human Resources Department will receive the state and federal background check

results and maintain a copy.

7) In the event the FCPS Human Resources Department receives a criminal background check which requires explanation by the contract service provider, the FCPS Human Resources Department will hold a conference (either by phone or virtually) directly with the contracted service provider to determine if the individual would be detrimental to the safety of children and staff and/or if the nature of the crime is such that business operations would be at risk.

8) In the event the FCPS Human Resources Department deems a contract service provider's criminal background check to be unacceptable, the FCPS Human Resources Department will notify the contract service provider in writing of ineligibility to have regular, direct, and unsupervised access to FCPS students. The awarded supplier(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.

The fingerprinting and background process may change based upon direction from CJIS.
If required, an awarded supplier(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 – FCPS Specific Terms and Conditions

c. In addition, with the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct**.** This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. For additional information, visit:
   - Maryland State Department of Education Website;
   - House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention;
   - MSDE Guidelines For MD. Code, Educ. 6113.2;
   - Employment History Review Form for Child Abuse and Sexual Misconduct

32. 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.

33. 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 contact for cause.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. CONFLICT OF INTEREST

All vendors interested in conducting business with Frederick County Public Schools (FCPS) must complete and return the Vendor Conflict of Interest Disclosure Form included in the solicitation packet, in order to be eligible to be awarded a contract with FCPS.

FCPS BID 23C1
DESIGN BUILD FOR FIRE ALARM SYSTEMS FOR: THURMONT MIDDLE SCHOOL

FORM OF PROPOSAL

ALL bidders must provide a 5% Bid Bond and 100% Payment & Performance Bond for the work. In the event multiple schools are awarded to a single bidder a bond may be provided for the total amount awarded provided each school is listed with the bid cost for that portion of the work.

Bidding contractor must include time and funding in project schedule to apply for, revise and resubmit obtaining necessary Permits (fire alarm, low and high voltage) from the AHJ. Liquidated Damages, delay charges and any other form of lost revenues shall not apply if such delay is due to the issuance of permits.

Scheduling information must clearly identify that the contractor has the resources necessary to accommodate the design and construction work schedule. FCPS reserves the right to award bid groups, including award to multiple vendors if in FCPS best interest.

Provide and Install SILENT NIGHT FARENHYT EQUIPMENT or equal as specified for each of the following Base Bid items and unit price items. Bidders are required to submit substitution request and receive FCPS approval if the substitution is approved as an equal before bidding the Project. Substitution requested will not be considered after 8/28/2022.

Base Bid 1: Provide bid for design build fire alarm services for Thurmont Middle School:

_____ $ _____
Lump Sum in Words Numerical Lump Sum

The following unit prices are to accommodate FCPS requested changes. The awarded Bidder is responsible for design including requirements that may be added to accommodate the Final inspection and acceptance of the project by the AHJ.

Base Bid 1 Unit Prices (includes programming cost):

Unit Price #1 Programmed Addressable smoke detector, installed cost to include up to 50 feet conduit and wire

_____ $ _____
Lump Sum in Words Numerical Lump Sum

Unit Price #2 Programmed Addressable duct mounted smoke detector, installed cost to include 50 feet conduit and wire

_____ $ _____
Lump Sum in Words Numerical Lump Sum

Unit Price #3 Programmed Addressable pull station, installed cost to include 50 feet conduit and wire

_____ $ _____
Lump Sum in Words Numerical Lump Sum

Unit Price #4 Fire Alarm Strobe, installed cost may apply to include 50 feet conduit and wire

_____ $ _____
Lump Sum in Words Numerical Lump Sum

Unit Price #5 Fire Alarm Speaker Strobe, installed cost to include 50 feet conduit and wire

_____ $ _____
Lump Sum in Words Numerical Lump Sum

Unit Price #6 Magnetic door hold open, installed cost to include 50 feet conduit and wire

_____ $ _____
Lump Sum in Words Numerical Lump Sum

Unit Price #7 Addressable monitoring module, installed cost to include 50 feet conduit and wire

_____ $ _____
Lump Sum in Words Numerical Lump Sum

Unit Price #8 Programmable addressable relay, installed cost to include 50 feet conduit and wire

_____ $ _____
Lump Sum in Words Numerical Lump Sum

Unit Price #9 Programmable Carbon Monoxide (CO) Detector, installed cost to include 50 feet conduit and wire

_____ $ _____
Lump Sum in Words Numerical Lump Sum

In compliance with your invitation for bidders, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

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: _____

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)

ACKNOWLEDGMENT OF ADDENDA (if applicable)

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

Date Received by Proposer/Bidder:

Addendum #1 _____ Addendum #3 _____

Addendum #2 _____ Addendum #4 _____

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Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

BOND AMOUNT: $

PROJECT:
(Name, location or address, and Project number, if any)
Thurmont Middle School
Design Build for Fire Alarm Replacement
408 East Main Street
Thurmont, Maryland 21788
Bid #23C1

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

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.

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User Notes: (1782863950)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)*
	(Surety) *(Seal)*
(Witness)	*(Title)*

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Additions and Deletions Report for

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PAGE 1

Thurmont Middle School
Design Build for Fire Alarm Replacement
408 East Main Street
Thurmont, Maryland 21788
Bid #23C1

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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 13:27:04 ET on 09/07/2022 under Order No. 3104237315 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)

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PROJECT:_____
PSC#: _____

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 __5_ %. 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	Affiant Signature
_____	_____
Address	Printed Name & Title
_____	_____
Address (continued)	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: _____ Telephone Number: _____
MDOT Firm Certification Number: _____ NAICS Code: _____
□African American □ Asian American □ Native American □ Women □ Hispanic □ Disabled

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: _____ Telephone Number: _____
MDOT Firm Certification Number: _____ NAICS Code: _____
□African American □ Asian American □ Native American □ Women □ Hispanic □ Disabled

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%		$	$

7c
Minority Firm Name: _____
Minority Firm Address: _____ Telephone Number: _____
MDOT Firm Certification Number: _____ NAICS Code: _____
□African American □ Asian American □ Native American □ Women □ Hispanic □ Disabled

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%		$	$

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: $_____ _____%

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:

[X] 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: _____

Revised 01.20.2016

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 school (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. With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. See: Maryland State Department of Education Website; House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention; MSDE Guidelines For MD. Code, Educ. 6113.2; and Employment History Review Form for Child Abuse and Sexual Misconduct for additional information.

    In addition, there has been no change to the current FCPS requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background check are still an enforced FCPS requirement.

7. 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_____

Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with Frederick County Public Schools (FCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with FCPS.

Please note that all vendors must comply with FCPS's conflict of interest certification, as stated below.

If a vendor has a relationship with a FCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a FCPS employee, the vendor shall disclose the information required below.

Certification: I hereby certify, that to the best of my knowledge, there is no conflict of interest involving the vendor named below:

1. No FCPS employee or the employee's immediate family member has an ownership interest in the vendor's company, or is deriving personal financial gain from this contract.
2. No retired or separated FCPS employee who has been retired or separated from the organization for less then one (1) year has an ownership interest in the vendor's company.
3. No FCPS employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor did not provide any information or criteria in the drafting of the solicitation prior to it being advertised for competitive pricing.
5. Vendor hereby declares it has not, and will not provide gifts or hospitality of any dollar value, or any other gratuities to FCPS employee to maintain a contract.
6. Vendor hereby declares that in the process of preparing a quote/bid/proposal for FCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between FCPS employee and the vendor.
7. Please note any other exceptions below.

Vendor Name & Email	**Vendor Address & Phone Number**
Conflict of Interest Disclosure	
Name of FCPS employee or immediate family member with whom there may be a potential conflict of interest. *If no conflict of interest, write "N/A" and initial.*	Disclose the relationship to the employee or the immediate family member, their interest in the vendor's company, and any additional information

I certify that the information provided is true and correct by my signature below:

_____ _____

Signature of Vendor Authorized Representative/Date

Printed Name of Vendor Authorized Representative

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

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)

Thurmont Middle School
Design Build for Fire Alarm Replacement
408 East Main Street
Thurmont, Maryland 21788
Bid #23C1

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

N/A

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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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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 a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

§ 2.1 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. 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 Architect will schedule and the Contractor shall attend the Pre-Construction Meeting and Progress Meetings. The Contractor shall require the attendance of Subcontractors at the meetings as needed or as required by the Architect or Owner. The Contractor shall provide to the Architect and Owner either prior to or during each progress meeting such reports and documentation requested by the Architect and Owner regarding the progress and performance of the Work and the percentage of completion of Contract and all Subcontracts.

§ 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 Contractor shall submit a Preliminary Contractor Schedule, the Preliminary Contractor Schedule shall indicate task(s) (the work), duration(s) (start and completion) and be compliant with the dates indicated for Substantial Completion as required by the contract. Preliminary 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 Schedule. The Contract Schedule must be submitted for the Owners review as a condition precedent to the Contractor submission of the first application for Payment. Contractor shall provide additional detail when requested by the Architect or Owner and update the Contractor Schedule to be compliant with the Substantial Completion date(s) including only owner approves time extensions. Within 7 days of a request by the Architect or Owner, the Contractor shall furnish to the Architect and Owner 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

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along with the Contractor's increase in manpower and equipment necessary to comply with the updated Contract Schedule.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date:

§ 3.3.2 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 $1.00 per student based upon an expected enrollment of students for total liquidated damages in the amount of $ per day.

(Table deleted)

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of 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 shall not be entitled to any form of damages for being able to achieve Substantial Completion earlier than the date set forth in Paragraph 3.3. Additionally, a Contractor shall not be entitled to any form of damages or other compensation from Owner by reason of delay or interruptions 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 the

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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 ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

See paragraph 3.3.2

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued 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. Contactor is required to submit estimated billing by the 28th of each month for the current month. The Contractor must provide a pencil copy for the Architect and Owners review. Contractors' failure to provide estimate billing may delay processing the 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 Contractor Applications for Payment.

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twenty Fifth (25th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 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. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and 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 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 Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.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 five percent (5 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007 and,

.5 The requirements of 5.1.8 Reduction or limitation of retainage.

(Paragraphs deleted)
§ 5.1.7 Retainage The progress payment amount determined in accordance with Section 5.1.6 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 the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.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 AIA Document A201–2007.

(Paragraphs deleted)
§ 5.1.8 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 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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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 and discretion. When the 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 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.

§ 5.1.9 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.

§ 5.2 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 Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than Thirty (30) days after the issuance of the Architect's final Certificate for Payment, or as follows:

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" 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. Three (3) complete sets of warranties and guarantees in three-ring binders, indexed with a table of contents approved by the Architect; and
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.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the 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 Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

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[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 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 percentage

(Paragraphs deleted)

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

Dr. Cheryl L. Dyson, Superintendent of Schools

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

(Paragraphs deleted)

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§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.6
(Paragraphs deleted)
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 two apprentices for every journeyman. If requested, the Contractor shall, within twenty-four (24) hours, provide documentation outlining specific experience for a journeyman, foreman or superintendent.

§ 8.6.7 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 balances and such balance must be accepted by the Engineer, before the warranty/guarantee period will begin.

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§ 8.6.13 The Contractor shall provide not less than a 2 year 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.

§ 8.7 Insurance and Bonds

§ 8.7.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.**§ 8.7** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction

.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if required, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

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.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraphs deleted)

8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Frederick County Public Schools Bid Documents for this projects Bid.

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 A201–2017.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2017.)

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 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 for ongoing and completed operations 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) All 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 The Board of Commissioners of Frederick County 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.

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10.5 The Owner shall provide and maintain Builder's Risk Protection throughout the project. The Contractor shall pay the cost of any deductible(s) required by the Builders Risk Protection as provided by the Owner. This provision shall not release the contractor of the obligation to complete the work according to plans and specifications required by the contract and shall be obligated to full performance of the contract's undertaking. For projects where Builders Risk coverage is not applicable, the Contractor will insure all tools, equipment, and property to be installed.

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 ($0.00)**
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	$1,000,000.00
Each Occurrence	$1,000,000.00
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)	$ 5,000.00 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 providing coverage as required in section 10.4 (a)	
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 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	$1,000,000.00 per Occurrence

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waste pollutants.	$1,000,000.00 Aggregate

*CGL & Umbrella limits can vary, but the combined per Occurrence and Aggregate totals must meet or exceed the required occurrence and aggregate limits specified here

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Dr. Cheryl L. Dyson, Superintendent of Schools	
(Printed name and title)	*(Printed name and title)*

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PAGE 1

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

...

Thurmont Middle School
Design Build for Fire Alarm Replacement
408 East Main Street
Thurmont, Maryland 21788
Bid #23C1

...

N/A

PAGE 2

~~**EXHIBIT A INSURANCE AND BONDS**~~

...

~~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** 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. 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 Architect will schedule and the Contractor shall attend the Pre-Construction Meeting and Progress Meetings. The Contractor shall require the attendance of Subcontractors at the meetings as needed or as required by the Architect or Owner. The Contractor shall provide to the Architect and Owner either prior to or during each progress meeting such reports and documentation requested by the Architect and Owner regarding the progress and performance of the Work and the percentage of completion of Contract and all Subcontracts.

§ 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 Contractor shall submit a Preliminary Contractor Schedule, the Preliminary Contractor Schedule shall indicate task(s) (the work), duration(s) (start and completion) and be compliant with the dates indicated for Substantial Completion as required by the contract. Preliminary Contractor Schedule shall be in a Critical Path Method (CPM) and bar chart format, indicating sufficient

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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 Schedule. The Contract Schedule must be submitted for the Owners review as a condition precedent to the Contractor submission of the first application for Payment. Contractor shall provide additional detail when requested by the Architect or Owner and update the Contractor Schedule to be compliant with the Substantial Completion date(s) including only owner approves time extensions. Within 7 days of a request by the Architect or Owner, the Contractor shall furnish to the Architect and Owner 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 Contractor's increase in manpower and equipment necessary to comply with the updated Contract Schedule.

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[**X**] A date set forth in a notice to proceed issued by the Owner.

...

[**X**] By the following date:

§ 3.3.2 ~~Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:~~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 $1.00 per student based upon an expected enrollment of _____ students for total liquidated damages in the amount of $ _____ per day.

~~**Portion of Work**~~ ~~**Substantial Completion Date**~~

§ 3.3.3 ~~If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.~~Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of 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 shall not be entitled to any form of damages for being able to achieve Substantial Completion earlier than the date set forth in Paragraph 3.3. Additionally, a Contractor shall not be entitled to any form of damages or other compensation from Owner by reason of delay or interruptions 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 the 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

PAGE 4

See paragraph 3.3.2

...

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The billing period shall be as required herein and as indicated by the specifications. Contactor is required to submit estimated billing by the 28th of each month for the current month. The Contractor must provide a pencil copy for the Architect and Owners review. Contractors' failure to provide estimate billing may delay processing the 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 Contractor Applications for Payment.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twenty Fifth (25th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect 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 Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.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 five percent (5 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007 and,

.5 The requirements of 5.1.8 Reduction or limitation of retainage.

~~**§ 5.1.6.1** The amount of each progress payment shall first include:~~

~~**.1** That portion of the Contract Sum properly allocable to completed Work;~~

~~**.2** 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; and~~

~~**.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.~~

~~**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:~~

~~**.1** The aggregate of any amounts previously paid by the Owner;~~

~~**.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;~~

~~**.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;~~

~~**.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and~~

~~**.5** Retainage withheld pursuant to Section 5.1.7.~~

§ 5.1.7 Retainage The progress payment amount determined in accordance with Section 5.1.6 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 the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

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.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 AIA Document A201–2007.

~~**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:~~
~~*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*~~

~~**§ 5.1.7.1.1** The following items are not subject to retainage:~~
~~*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*~~

~~**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:~~
~~*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*~~

~~**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~
~~*(Insert any other conditions for release of retainage upon Substantial Completion.)*~~

§ 5.1.8 ~~If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.~~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 5.1.6.1 and 5.1.6.2 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 and discretion. When the 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 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.

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§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30~~ Thirty (30) days after the issuance of the Architect's final Certificate for Payment, or as follows:

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" 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. Three (3) complete sets of warranties and guarantees in three-ring binders, indexed with a table of contents approved by the Architect; and

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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.

~~**§ 5.3 Interest**~~

~~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.)*~~

~~%~~

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[**X**] Litigation in a court of competent jurisdiction

...

§ 8.2 ~~The Owner's representative:~~
~~(Name, address, email address, and other information)~~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 percentage

~~**§ 8.3** The Contractor's representative:~~
~~*(Name, address, email address, and other information)*~~

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

Dr. Cheryl L. Dyson, Superintendent of Schools

§ 8.4 ~~Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.~~The Contractor's representative:
(Name, address, email address, and other information)

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~~**§ 8.5 Insurance and Bonds**~~
~~**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.~~

~~**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.~~

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.6 ~~Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~
~~*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~

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 two apprentices for every journeyman. If requested, the Contractor shall, within twenty-four (24) hours, provide documentation outlining specific experience for a journeyman, foreman or superintendent.

§ 8.6.7 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.

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§ 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 balances and such balance must be accepted by the Engineer, before the warranty/guarantee period will begin.

§ 8.6.13 The Contractor shall provide not less than a 2 year 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.

§ 8.7 ~~**Other provisions:**~~**Insurance and Bonds**

§ 8.7.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.**§ 8.7** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below: *(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.8 Other provisions:

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.2 AIA Document ~~A101™–2017, Exhibit A, Insurance and Bonds~~

~~**.3** AIA Document~~ A201™–2017, General Conditions of the Contract for Construction

~~**.4**~~ **.3** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if required, dated as indicated below:

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~~.8 Other Exhibits:~~
~~*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*~~

~~[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204-2017 incorporated into this Agreement.)*~~

_____

~~[ ] The Sustainability Plan:~~

~~Title~~	~~Date~~	~~Pages~~

~~[ ] Supplementary and other Conditions of the Contract:~~

~~Document~~	~~Title~~	~~Date~~	~~Pages~~

~~.9 Other documents, if any, listed below:~~**8** Other documents, if any, listed below:

...

documents should be listed here only if intended to be part of the Contract Documents.)

Frederick County Public Schools Bid Documents for this projects Bid.

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 A201–2017.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2017.)

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 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 for ongoing and completed operations 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) All 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".

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(f) Insurance policies shall provide primary coverage to The Board of Education of Frederick County and The Board of Commissioners of Frederick County 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 shall provide and maintain Builder's Risk Protection throughout the project. The Contractor shall pay the cost of any deductible(s) required by the Builders Risk Protection as provided by the Owner. This provision shall not release the contractor of the obligation to complete the work according to plans and specifications required by the contract and shall be obligated to full performance of the contract's undertaking. For projects where Builders Risk coverage is not applicable, the Contractor will insure all tools, equipment, and property to be installed.

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 ($0.00)**
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	$1,000,000.00
Each Occurrence	$1,000,000.00
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)	$ 5,000.00 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 providing coverage as required in section 10.4 (a)	
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 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	$8,000,000.00 Each Occurrence

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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 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.	$1,000,000.00 per Occurrence $1,000,000.00 Aggregate
*CGL & Umbrella limits can vary, but the combined per Occurrence and Aggregate totals must meet or exceed the required occurrence and aggregate limits specified here	

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Dr. Cheryl L. Dyson, Superintendent of Schools _____

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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 10:17:30 ET on 08/29/2022 under Order No. 3104237315 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, 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)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Thurmont Middle School
Design Build for Fire Alarm Replacement
408 East Main Street
Thurmont, Maryland 21788
Bid #23C1

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)

N/A

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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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 or proposal 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 a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's 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 the Owner and by Separate Contractors.

§ 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 agreements 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 Board of Education of Frederick County, see 1.5.1 Ownership and Use of Drawings, Specifications and Other Instrument 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

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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 the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement
2. Addenda with those or 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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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.

§ 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 the 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 in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and materials 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 the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material and equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 the Project outside the scope of the Work without the specific written consent of the Owner.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

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§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if included in the AIA B101-2009 Standard Form of Agreement Between Owner and Architect, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, if included in AIA B101-2009 Standard Form of Agreement Between Owner and Architect, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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 Architect does not have authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.

§ 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.

§
(Paragraphs Deleted)

2.1.3 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. 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.

§ 2.1.4 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.

§ 2.1.5 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.1.6 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 and shall exercise proper precautions relating to the safe performance of the Work.

§ 2.1.7 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

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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.

§ 2.1.8 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 Owner's Right to Stop the Work

§ 2.2.1 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.

§ 2.2.2

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to or waiver of other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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, 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.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 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

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the information furnished by the Owner pursuant to Section 2.1.6, 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 Architect and Owner any errors, inconsistencies or omissions discovered by or in the exercise of due diligence should have been discovered or made known to the Contractor as a request for information in such form as the 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 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 Architect in writing 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 in such form as the 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 submit 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, subject to Section 15.1.7, 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 instructions 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 state 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative 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 or entities 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 Work 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.

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§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect 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 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, 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 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 manufacturers and/or extended warranties as required by project specification are required as if individually enumerated herein.

§ 3.5.2 Notwithstanding any other contract provisions to the contrary, the mechanical system and plumbing system must be completely balanced and such balance reports must be reviewed and accepted by the Engineer before the warranty/guarantee period will begin.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, 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 Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections and reinspections 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 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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§ 3.7.4 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 and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect 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 that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect 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 and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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 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. 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. The Superintendent and necessary staff members shall be in attendance at the Project site during the performance of the Work including completion of all Punch List items.

§ 3.9.2 Prior to being assigned to the Project both the Project Manager and Superintendent shall be subject to the approval of the Owner. Once approved, the Superintendent and Project Manager will not be removed from the Project without the Owner's written consent. The Owner reserves and retains the right, as its sole and absolute discretion, to order the Contractor to replace any of the Contractor's employees. In the event the Owner requests Contractor employee's 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.

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§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner 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.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract and as a condition precedent to the first Application For Payment, shall prepare submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor shall prepare a preliminary construction and submittal schedule, within 14 days after being awarded the Contract and complete schedules before 60 contract days have elapsed. The Contractors shall update the schedules thereafter as necessary to maintain current construction and submittal schedules, and shall submit the schedules for the Architect's and Owner's review. The Architect's and Owner's review shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. Contractor's Construction Schedule shall be in a Critical Path Method (CPM) and bar chart format, indicating sufficient detail, task(s) (the work) and duration(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 Contract Substantial Completion Date and any Owner approved extensions. Contractor's shall provide additional detail when requested by the Architect or Owner and update their Proposed Contractor Schedule to be compliant with the Contract Substantial Date(s). Within 7 days of a request by the Architect or Owner, the Contractor shall furnish to the Owner and Architect a Progress Schedule showing the current progress and the completion stage of the Work as compared to the Original Contract Schedule. Project Schedules shall clearly identify any item of Work, which is behind Schedule along with the Contractor's increased manpower and equipment necessary to comply with the Contract Schedule including any time extensions approved by the Owner. Progress Schedule(s) shall be provided in a Critical Path Method (CPM), bar chart format and electronic as requested by the Owner. During the Owner's review, the Owner may choose to advise the Contractor of work that will be performed by the Owner's forces or the Owner's separate Contractor. 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. The Contractor shall provide the Owner and Architect updated schedules as a condition precedent to progress payments. The updated schedules shall be provided by the Contractor as the project progresses and as requested by the Owner or Architect.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules reviewed by the Owner and Architect without objections.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect 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, Asbuilt Drawings that reflect the then current stage of construction as actually built and submitted to the Owner for its review. If such drawings are not provided, the Owner may withhold progress payment, or at its discretion a portion thereof, until the requested drawings are up to date and provided for the Owner's review.

§ 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.

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§ 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 is subject to the limitations of Section 4.2.7. The Contractor shall submit shop drawings to the Architect for all structural elements of the Work and all other portions of the work required by the Contract Documents. Informational submittals upon which the Architect is 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 Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner 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 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the 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 Architect on previous submittals. In the absence of such 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 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, who 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 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

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the Contractor all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. Pursuant to the Section 3.12.10, the Architects 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 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.

§ 3.12.10.1 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, 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 and 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 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 and Architect with 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 and Architect harmless from loss on account thereof, but shall not be responsible for 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 or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages,

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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 3.18.1 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

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.1.4 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The 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 the Architect, and will review 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. The Architect will not have control over, charge of, or responsibility for the 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. 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 ongoing Work. No inspection or approval 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 On the basis of the site visits, the Architect will report to the Owner and copy the Contractor about the progress and quality of the portion of the Work completed reporting (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of 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 charges by the Architect for additional site visits made necessary by the fault or neglect of the Contractor.

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§ 4.2.4 Communications
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 Architect about matters arising out of or relating to the Contract. 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 Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, 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 reviewing the adequacy of the structural elements of the building and 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. Review of such submittals 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 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 Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component. Should 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 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive, review and forward to the Owner with comments, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10. Architect's inspection and issuance of a certificate for final payment and Owner's payment shall not relieve Contractor of responsibility for defects in the Work.

§ 4.2.10 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.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 4.2.12 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 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 rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests 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.

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 a Separate Contractor or the subcontractors of a Separate Contractor.

§ 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, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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 proposed person, entity or subcontractor unless the Contractor is satisfied that such person, entity or Subcontractor is technically and financially qualified to perform the Work as a Subcontractor in accordance with the Contractor Documents. The Contractor shall not Contract with any entity or persons to whom the Owner 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 or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner 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 substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such 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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§ 5.3 Subcontractual Relations

By appropriate written 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 the responsibility for safety of the Subcontractor's Work which the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner 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.

§ 5.4 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; 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 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 SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate 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 a 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 separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall be deemed to be subject to the same obligations and 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 and Separate 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 or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and Owner apparent discrepancies or defects in such other construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor 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 a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor 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, Separate 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 Architect 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 and elsewhere in the Contract Documents. The Contractor agrees that it will incorporate the provisions of Article 7 in its entirety 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. The Owner and Owner's accountant shall be afforded access to Contractor's records, books, and correspondence, instructions, drawings, receipts, Subcontracts, purchase orders, vouchers and any other data relating to the Project as necessary to verify the cost of any change, including wages and benefits paid, for which compensation is sought under this Agreement.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner 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

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or order for a minor change in the Work. A Change Order or Construction Change Directive involving unit costs shall be equitably adjusted in accordance with 7.3.4

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect 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 the proposed change is $0.00 to $4,999.99, the total combined overhead, profit and bond must not exceed 20%.

If the Cost of the proposed change is $5,000.00 to $14,999.99, the combined overhead, profit and bond must not exceed 15%.

If the Cost of the proposed change is $15,000.00 to $24,999.99, the combined overhead, profit and bond must not exceed 10%.

If the Cost of the proposed change is $25,000.00 to $49,999.99, the combined overhead, profit and bond must not exceed 7%.

If the Cost of the proposed change is over $50,000.00, the combined 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 Amount shall be decreased 100% of the Scheduled Value of the deleted Work plus overhead, profit and bond. Contractor and Subcontractor(s) credits shall include credit for overhead, profit and Bond, in the same percentages allowed for additive changes in the above mark-up schedule:

(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,

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.2 The Contractor shall not invoice for delivery or removal of the equipment to or from the job site,
.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(s) 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 Architect and signed by the Owner 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 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Wages for construction Workers, including supervisors directly employed to perform the construction of the Work at the site. Unless otherwise agreed by Addendum to this Contract, labor burden shall be limited to: social security, old age and employment, workmen's compensation, health and life insurance benefits, sick leave, holidays, military leave, vacation and pension and savings plan benefits; insurance, and other employee costs approved by the Architect;
.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, directly related to the change; 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 the established. Similar cost information covering Subcontractors" Work shall be included as 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 costs including labor, materials, and Subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major costs 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 that there is no change in the Contract time or Contract amount, it must be noted that no such change is intended. A

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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 costs for time on any basis, the Change Order must include all additional costs, if any, associated with the additional time.

.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.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the 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.

§ 7.3.7 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.

§ 7.3.8 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 Architect and the 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 potion of such costs that remain in dispute, a Claim may be made in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the 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 Architect will prepare a Change Order otherwise, if Contractor is directed to proceed by Owner, 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 the authority to order minor changes in the work not involving adjustment in the Contract Sum or extension the Contract Time and not inconsistent with intent of the Contract Documents. Such changes will be effected by written order signed by the Architect 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.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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§ 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 the 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 or Architect, or of an employee of either, or of a Separate Contractor employed by the Owner; 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 with consent of the Owner; or by other causes that the Architect 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 and 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 in the 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.

(Paragraph Deleted)

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner, 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 Architect or Owner may require. This schedule, unless objected to the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Schedule of Values shall be revised from time to time as may be necessary and due to the issuance of Change Orders or Construction Change Directives, the Contractor shall revised the Schedule of Values as requested by the Architect or Owner. 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 for the record documents must not be less than 1/2 % of the total Contract value including accepted alternates.

§ 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 Architect and Owner 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 applications shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies

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of requisitions from Subcontractors and material suppliers, and shall reflect retainage as provided for in the Contract Documents. Applications for Payment 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 be accompanied by the following:

.1 Contractor's application and Cost Certification Statement, AIA Forms 702, 703 and IAC PSCP Form No. 306.4, with attachment "G" Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment" (current form), and;

.2 A statement from the Contractor that all items of construction for which payment is sought have been incorporated into the Project where properly stored in accordance with the Contract Documents, and;

.3 The Contractors and applicable Subcontractors Release of Liens and Waivers of Claim and such other documents that the Owner may require after discussion with the Contractor, and;

.4 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 Architect, but not yet 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.

§ 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 The Architect will, after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor for such amount as the Architect determines in properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certifications in whole or in part as provided by in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to 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 Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed 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

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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 Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from 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 suppliers 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 above reasons for withholding certifications are removed, certification will be made for amounts previously withheld after the Contractor revises and resubmits a current Application for Payment including such amounts that were previously withheld.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, 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 Architect will reflect such payment on its next Certificate for Payment.

§ 9.5.5 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 perform the Work and shall make claim as provided in Article 15.

§ 9.5.6 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, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the 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.

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§ 9.6.3 The Architect 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 Architect and Owner 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 and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's 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 entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

Subject to other provisions in the Contract Documents, if the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within thirty days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon seven additional days' written notice to the Owner 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 received 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 that 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 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 The comprehensive list of items to be completed or corrected ("Contractor's Punch List") prepared by the Contractor shall be submitted to the Owner and the Architect and the Owner shall be notified of inspections and be

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entitled to have an Owner's representative present at such inspections. 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 Contractor. 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 Work or designated portion thereof including Record Documents and Maintenance Manuals are substantially complete, the Architect will prepare 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 requirement stipulated to begin the warranty periord 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the such Work or designated portion thereof. 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 shall 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.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, 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 receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information

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and belief, and on the basis of the Architect's 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 Architect's final 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 retainage payments nor final payment shall become due until all documents required by the Contract Documents and Article 5 of AIA 101 Standard Form of Agreement Between Owner and Contractor including all (a) Maintenance Manuals, (b) Record Documents, (c) Instruction and Demonstrations have been provided and the Contractor submits to the Architect (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 cancelled 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) other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out 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 attorney 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 Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the 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 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** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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.

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.

§ 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, a Subcontractor, or a Sub-subcontractor; and
- **.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.

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§ 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 implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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 and 10.2.1.3 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 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either 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 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 the 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 and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the 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 and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect

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will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume 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 by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, 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 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 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 hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse 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 Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation

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or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance
The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss
§ 11.5.1 A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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 Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination 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 that the Architect has not specifically requested to examine prior to its being covered, the 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 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 a separate contractor 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 Substantial Completion
The Contractor and its surety shall have the right to remedy any defects in the Work on materials which shall appear within a period of two (2) year from the date of Substantial Completion. Upon written notice from the Owner, the Contractor and surety shall promptly provide said remedy after notice from the Owner. If said remedy is not promptly provided, the Owner shall have the right to correct said defects and charge the Contractor and its surety for the same.

§ 12.2.2 After Substantial Completion
§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within two-years 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

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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 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. If the Contractor does not proceed with correction of such nonconforming Work within five working days fixed by written notice from the Architect 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 Owner'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 for correction of Work 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 of the Owner or Separate Contractors, whether completed or partially completed, 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 place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 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. 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 an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 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

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certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 No action or failure to act by the Owner, 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 upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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 Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the 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 Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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 Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 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 Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.4.7 No tests or inspections or results thereof shall constitute an acceptance of any Work not conforming to the requirements of Contract Documents.

§ 13.5 Interest

§ 13.5.1 Interest payments will not be required for late payments under the terms of this Contract.

§ 13.6 TIME LIMITS ON CLAIMS

§ 13.6.1 Commencement of Statutory Limitations Period and Statute of Repose shall be in accordance with the laws of the State of Maryland.

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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 of 120 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, 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 Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

(Paragraph Deleted)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, 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 and Architect, terminate the Contract and recover from the Owner payment as set forth in the provisions of this Agreement regarding termination by the Owner for convenience.

§ 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 or suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.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.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' 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 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 be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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§ 14.2.5 In the event that is adjusted 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 Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under 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 the 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
- **.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.

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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, a change in the Contract Time, 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. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the 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 Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3. 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 Architect, if the Architect is not serving as the Initial Decision Maker. Claims by Contractor must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Contractor claim(s) shall not be valid unless made in strict accordance with this subparagraph.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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 Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 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 portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. A Claim must be processed as defined herein, Article 15 and comply with all requirements of Article 7.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. No claim for delay damages of any kind or nature shall be valid and no such damages shall be paid by the Owner except upon Owner's written consent which consent is in the sole and absolute discretion of the Owner. No written consent by Owner to damages for one period of delay, 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.

§ 15.1.6.2 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 conditions were abnormal for the period of time, exceeded the schedule below and could not have been reasonably anticipated

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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.

§ 15.1.7 Waiver of 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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 . 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 the 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, if the Architect is not serving as the Initial Decision

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Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be subject to mediation and, if the parties fail to resolve their dispute through mediation the claim shall be resolved by litigation.

§ 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 15.1.7, 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 binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, 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.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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

§ 15.4.1 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
(Paragraph Deleted)

comply with sub-paragraph 4.74.

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PAGE 1

Thurmont Middle School
Design Build for Fire Alarm Replacement
408 East Main Street
Thurmont, Maryland 21788
Bid #23C1

...

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

...

N/A

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ARTICLE 1 GENERAL PROVISIONS

...

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. ~~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 or proposal requirements.

...

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 respective professional services agreements.~~ the Architect respective professional services agreements 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

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Owner the instruments of services become the property of The Board of Education of Frederick County, see 1.5.1 Ownership and Use of Drawings, Specifications and Other Instrument of Service.

...

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section ~~15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~15.2 and certify termination of the Agreement under Section 14.2.2.

PAGE 11

§ 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 the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement
2. Addenda with those or 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

...

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors ~~and owners of their~~ of the 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 in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and materials 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 the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

...

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material and equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 the Project outside the scope of the Work without the specific written consent of the ~~Owner, Architect, and the Architect's consultants.~~Owner.

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The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if included in the AIA B101-2009 Standard Form of Agreement Between Owner and Architect, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

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Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, if included in AIA B101-2009 Standard Form of Agreement Between Owner and Architect, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 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 Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.~~The Architect does not have authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.

...

§ ~~**2.2 Evidence of the Owner's Financial Arrangements**~~

...

~~**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~

...

~~**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

...

~~**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

...

~~**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is~~

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~~required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~

...

~~**§ 2.3 Information and Services Required of the Owner**~~

...

~~§ 2.3.1~~ 2.1.3 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.~~ facilities. 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.

...

§ ~~2.3.2~~ 2.1.4 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.

...

§ ~~2.3.3~~ 2.1.5 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

...

§ ~~2.3.4~~ 2.1.6 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the ~~Project,~~ 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~~ and shall exercise proper precautions relating to the safe performance of the Work.

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§ ~~2.3.5~~ 2.1.7 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.

...

§ ~~2.3.6~~ 2.1.8 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.

...

§ ~~2.4~~ 2.2 Owner's Right to Stop the Work

...

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§ 2.2.1 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.

...

§ ~~2.5 Owner's Right to Carry Out the Work~~

...

2.2.2

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ three-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to or waiver of other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

...

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or the Architect in the Architect's 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.

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§ 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 ~~2.3.4,~~ 2.1.6, 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

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shall promptly report in writing to the Architect and Owner any errors, inconsistencies or omissions discovered by or in the exercise of due diligence should have been discovered or made known to the Contractor as a request for information in such form as the 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 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 Architect in writing 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 in such form as the Architect may require.

...

§ 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.~~ Contract, unless the Contract Documents give other specific instructions 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 shall be~~ and, except as state 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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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.

...

§ 3.5.2 ~~All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable~~ 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 manufacturers and/or extended warranties as required by project specification are required as if individually enumerated herein.

...

~~**to the** Owner, **and** shall commence in accordance with Section 9.8.4.~~**§ 3.5.2 Notwithstanding any other contract provisions to the contrary, the mechanical system and plumbing system must be completely balanced and such balance reports must be reviewed and accepted by the Engineer before the warranty/guarantee period will begin.**

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...

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections and reinspections 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 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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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 and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect 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 that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect 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 and ~~Contractor,~~ Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

...

§ 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. 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. The Superintendent and necessary staff members shall be in attendance at the Project site during the performance of the Work including completion of all Punch List items.

...

§ 3.9.2 ~~The Contractor, as soon as practicable after award of **the** Contract, shall notify **the** Owner **and** Architect of **the** name and qualifications of a proposed superintendent. Within 14 days of receipt **of the** information, **the** Architect may notify **the** Contractor, stating whether **the Owner** or **the** Architect (1) has reasonable objection **to the** proposed superintendent or (2) requires additional time for review. Failure **of the** Architect **to** provide notice within **the** 14-day period **shall** constitute notice of no reasonable objection.~~**Prior to being assigned to the Project both**

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the Project Manager and Superintendent shall be subject to the approval of the Owner. Once approved, the Superintendent and Project Manager will not be removed from the Project without the Owner's written consent. The Owner reserves and retains the right, as its sole and absolute discretion, to order the Contractor to replace any of the Contractor's employees. In the event the Owner requests Contractor employee's 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.

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§ 3.10.1 The Contractor, promptly after being awarded the ~~Contract, shall~~ Contract and as a condition precedent to the first Application For Payment, shall prepare submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

...

§ 3.10.2 The ~~Contractor, promptly~~ Contractor shall prepare a preliminary construction and submittal schedule, within 14 days after being awarded the Contract and ~~thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably~~ complete schedules before 60 contract days have elapsed. The Contractors shall update the schedules thereafter as necessary to maintain current construction and submittal schedules, and shall submit the schedules for the Architect's and Owner's review. The Architect's and Owner's review shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. ~~If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved~~ Contractor's Construction Schedule shall be in a Critical Path Method (CPM) and bar chart format, indicating sufficient detail, task(s) (the work) and duration(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 Contract Substantial Completion Date and any Owner approved extensions. Contractor's shall provide additional detail when requested by the Architect or Owner and update their Proposed Contractor Schedule to be compliant with the Contract Substantial Date(s). Within 7 days of a request by the Architect or Owner, the Contractor shall furnish to the Owner and Architect a Progress Schedule showing the current progress and the completion stage of the Work as compared to the Original Contract Schedule. Project Schedules shall clearly identify any item of Work, which is behind Schedule along with the Contractor's increased manpower and equipment necessary to comply with the Contract Schedule including any time extensions approved by the Owner. Progress Schedule(s) shall be provided in a Critical Path Method (CPM), bar chart format and electronic as requested by the Owner. During the Owner's review, the Owner may choose to advise the Contractor of work that will be performed by the Owner's forces or the Owner's separate Contractor. 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. The Contractor shall provide the Owner and Architect updated schedules as a condition precedent to progress payments. The updated schedules shall be provided by the Contractor as the project progresses and as requested by the Owner or Architect.

...

§ 3.10.3 The Contractor shall perform the Work in ~~general~~ accordance with the most recent schedules ~~submitted to the Owner and Architect.~~reviewed by the Owner and Architect without objections.

...

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field

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changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be ~~in electronic form or paper copy,~~ available to the Architect ~~and Owner,~~ and shall be delivered to the Architect 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, Asbuilt Drawings that reflect the then current stage of construction as actually built and submitted to the Owner for its review. If such drawings are not provided, the Owner may withhold progress payment, or at its discretion a portion thereof, until the requested drawings are up to date and provided for the Owner's review.

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§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate ~~how~~ 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 is subject to the limitations of Section 4.2.7. The Contractor shall submit shop drawings to the Architect for all structural elements of the Work and all other portions of the work required by the Contract Documents. Informational submittals upon which the Architect is 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 Architect without action.

...

§ 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the 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.

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~~**§ 3.12.10.1**~~ If professional design services or certifications by a design professional related to systems, ~~materials,~~ 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents.~~ The Contractor shall cause such services or certifications to be provided by ~~an appropriately licensed design professional, whose~~ a properly licensed design professional, who signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop ~~Drawings,~~ Drawings and other submittals prepared by such professional. Shop ~~Drawings,~~ Drawings and other submittals related to the ~~Work,~~ 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 and accuracy of the services, certifications,~~ adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design ~~professionals,~~ professionals provided the Owner and Architect have specified to the Contractor ~~the~~ all performance and design criteria that such services must satisfy. ~~Pursuant to this Section 3.12.10, the Architect will review and~~ The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. Pursuant to the Section 3.12.10, the Architects 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 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.

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...

§ ~~3.12.10.2~~ 3.12.10.1 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

...

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, ~~its~~ the Contractor's consent to cutting or otherwise altering the Work.

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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, 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.

...

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section ~~2.3.2~~ 2.1.4 and identified as such in the Agreement.

...

§ 4.2.2 The ~~Architect will visit~~ duties of the Architect shall be governed by the Agreement between the Owner and the Architect, and will review the site at intervals appropriate to the stage of ~~construction, or as otherwise agreed with the Owner,~~ 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. ~~However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.~~ The Architect will not have control over, charge of, or responsibility for the 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. 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 ongoing Work. No inspection or approval 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 On the basis of the site visits, the Architect will ~~keep the Owner reasonably informed~~ report to the Owner and copy the Contractor about the progress and quality of the portion of the Work ~~completed, and promptly report to the Owner~~ completed reporting (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be

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responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

...

§ ~~4.2.4 Communications~~

...

~~The **Owner** and Contractor **shall** include **the** Architect in all communications that relate **to** or affect **the** Architect's **services** or professional responsibilities. The Owner shall promptly notify **the Architect of the** substance of any~~
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 charges by the Architect for additional site visits made necessary by the fault or neglect of the Contractor.

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§ 4.2.4 Communications

...

~~direct communications between the Owner and the Contractor otherwise relating to the Project.~~ 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 Architect about matters arising out of or relating to the Contract. 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 Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

...

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

...

§ 4.2.7 The Architect will review and approve, 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 reviewing the adequacy of the structural elements of the building and 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. Review of such submittals 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 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 Architect's review shall not constitute approval of safety precautions ~~or~~ or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's ~~approval~~ review of a specific item shall not indicate approval of an assembly of which the item is a component. Should 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

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signed and certified by 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.

...

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; ~~receive~~ receive, review and forward to the ~~Owner,~~ Owner with comments, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10. Architect's inspection and issuance of a certificate for final payment and Owner's payment shall not relieve Contractor of responsibility for defects in the Work.

...

§ 4.2.10 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 ~~Owner shall notify the Contractor of any change in the~~ duties, responsibilities and limitations of authority of ~~the Project representatives.~~such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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§ 5.2.1 Unless otherwise stated in the Contract ~~Documents,~~ Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall ~~notify the Owner and Architect~~ furnish in writing to the Owner through the Architect the names of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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~~ contract or propose to contract with a proposed person, entity or subcontractor unless the Contractor is satisfied that such person, entity or Subcontractor is technically and financially qualified to perform the Work as a Subcontractor in accordance with the Contractor Documents. The Contractor shall not Contract with any entity or persons to whom the Owner 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.

...

§ 5.2.5 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 written 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 the responsibility for safety of the Subcontractor's Work ~~that~~ which the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the

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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.

...

§ 6.1.1 The ~~term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The~~ Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and ~~with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract~~ to award separate 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 a 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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§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall ~~have~~ be deemed to be subject to the same obligations and rights that apply to the Contractor ~~has~~ under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

...

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly ~~notify the Architect of~~ report to the Architect and Owner apparent discrepancies or defects in ~~the~~ such other construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

...

§ 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. The Contractor agrees that it will incorporate the provisions of Article 7 in its entirety 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. The Owner and Owner's accountant shall be afforded access to Contractor's records, books, and correspondence, instructions, drawings, receipts, Subcontracts, purchase orders, vouchers and any other data relating to the Project as necessary to verify the cost of any change, including wages and benefits paid, for which compensation is sought under this Agreement.

...

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the

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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.

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§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract ~~Documents. The Contractor shall proceed promptly with changes in the Work,~~ Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change ~~Directive,~~ Directive or order for a minor change in the Work. A Change Order or Construction Change Directive involving unit costs shall be equitably adjusted in accordance with 7.3.4

...

.3 The extent of the adjustment, if any, in the Contract ~~Time.~~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.

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...

(B) Additive Changes must comply with the following Mark-Up schedule for Overhead, profit and bond:

...

If the Cost of the proposed change is $0.00 to $4,999.99, the total combined overhead, profit and bond must not exceed 20%.

...

If the Cost of the proposed change is $5,000.00 to $14,999.99, the combined overhead, profit and bond must not exceed 15%.

...

If the Cost of the proposed change is $15,000.00 to $24,999.99, the combined overhead, profit and bond must not exceed 10%.

...

If the Cost of the proposed change is $25,000.00 to $49,999.99, the combined overhead, profit and bond must not exceed 7%.

...

If the Cost of the proposed change is over $50,000.00, the combined 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 Amount shall be decreased 100% of the Scheduled Value of the deleted Work plus overhead, profit and bond. Contractor and Subcontractor(s) credits shall include credit for overhead, profit and Bond, in the same percentages allowed for additive changes in the above mark-up schedule:

...

(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;

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...

.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,

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.2 The Contractor shall not invoice for delivery or removal of the equipment to or from the job site,

...

.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(s) shall comply with the requirements specified above for the Contractor regarding Changes.

...

.1 ~~Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation~~ Wages for construction Workers, including supervisors directly employed to perform the construction of the Work at the site. Unless otherwise agreed by Addendum to this Contract, labor burden shall be limited to: social security, old age and employment, workmen's compensation, health and life insurance benefits, sick leave, holidays, military leave, vacation and pension and savings plan benefits; insurance, and other employee costs approved by the Architect;

...

.5 ~~Costs~~ Additional costs of supervision and field office personnel directly attributable to the ~~change.~~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 the established. Similar cost information covering Subcontractors" Work shall be included as 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 costs including labor, materials, and Subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major costs items are Subcontracts, they shall be itemized also. In no case will a charge involving over $500.00 be approved without such itemization.

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.2 A Change Order must include each of the items listed in this Article 7. In the event that 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,

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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 costs for time on any basis, the Change Order must include all additional costs, if any, associated with the additional time.

...

.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 ~~Architect.~~ Architect and the 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 Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's 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 potion of such costs that remain in dispute, a Claim may be made in accordance with Article 15.

...

§ 7.3.10 When the Owner and Contractor agree with a determination made by the 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 Architect will prepare a Change ~~Order.~~ Order otherwise, if Contractor is directed to proceed by Owner, 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 ~~may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an~~ with the consent of the Owner has the authority to order minor changes in the work not involving adjustment in the Contract Sum or ~~an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.~~extension the Contract Time and not inconsistent with intent of the Contract Documents. Such changes will be effected by written order signed by the Architect 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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§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, ~~commence the Work~~ 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 the Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by ~~(1)~~ an act or neglect of the Owner or Architect, or of an employee of either, or of a Separate ~~Contractor; (2)~~ Contractor employed by the Owner; or by changes ordered in the Work; ~~(3)~~ or by labor disputes, fire, unusual delay in deliveries, unavoidable ~~casualties, adverse weather conditions documented in accordance with Section 15.1.6.2,~~ casualties or other causes beyond the Contractor's control; ~~(4)~~ or by delay authorized by the Owner pending mediation and ~~binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines,~~ with consent of the Owner; or by other causes that the Architect 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 and 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 in the 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.~~

...

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the ~~Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by~~ Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. This schedule, unless objected to the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. ~~Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect,~~ The Schedule of Values shall be revised from time to time as may be necessary and due to the issuance of Change Orders or Construction Change Directives, the Contractor shall revised the Schedule of Values as requested by the Architect or Owner. The Owner reserves the right to request the Contractor to provide additional detail substantiating the Schedule of Values.

...

~~**shall** be used as **a** basis **for** reviewing **the** Contractor's subsequent Applications for Payment.~~**§ 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 for the record documents must not be less than 1/2 % of the total Contract value including accepted alternates.**

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§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect and Owner 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. ~~The application shall be notarized, if required, and supported by all~~ Such applications shall be notarized and supported by such data substantiating the Contractor's right to payment ~~that~~ as the Owner or Architect may require, such as copies of ~~requisitions, and releases and~~

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~~waivers of liens from Subcontractors and~~ requisitions from Subcontractors and material suppliers, and shall reflect retainage ~~if~~ as provided for in the Contract Documents. Applications for Payment 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 be accompanied by the following:

...

.1 Contractor's application and Cost Certification Statement, AIA Forms 702, 703 and IAC PSCP Form No. 306.4, with attachment "G" Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment" (current form), and;

...

.2 A statement from the Contractor that all items of construction for which payment is sought have been incorporated into the Project where properly stored in accordance with the Contract Documents, and;

...

.3 The Contractors and applicable Subcontractors Release of Liens and Waivers of Claim and such other documents that the Owner may require after discussion with the Contractor, and;

...

.4 Such other documentation that the Owner, Construction Manager, Architect may reasonably require after discussion with contractor.

...

§ 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.

...

§ 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 ~~that~~ making a claim by reason of having provided labor, materials, and equipment relating to the Work.

...

§ 9.4.1 The Architect will, ~~within seven days~~ after receipt of the Contractor's Application for Payment, either ~~(1)~~ issue to the Owner a Certificate ~~for Payment in the full amount of the Application~~ for Payment, with a copy to the ~~Contractor; or (2) issue to the Owner a Certificate for Payment~~ Contractor for such amount as the Architect determines ~~is properly due, and~~ in properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding ~~certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided~~ certifications in whole or in part as provided by in Section 9.5.1.

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§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the

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Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to 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 Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed 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.

...

§ 9.5.2 When ~~either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.~~above reasons for withholding certifications are removed, certification will be made for amounts previously withheld after the Contractor revises and resubmits a current Application for Payment including such amounts that were previously withheld.

...

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or ~~supplier~~ 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 ~~Contractor shall~~ Architect will reflect such payment on its next ~~Application~~ Certificate for Payment.

...

§ 9.5.5 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 perform the Work and shall make claim as provided in Article 15.

...

§ 9.5.6 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.

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§ 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 and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

...

§ 9.6.5 The Contractor's 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.

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...

§ 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 ~~or provided by~~ 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 entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

...

~~If~~ Subject to other provisions in the Contract Documents, if the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within ~~seven~~ thirty days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ~~seven~~ thirty days after the date established in the Contract Documents, the amount certified by the ~~Architect or awarded by binding dispute resolution,~~ Architect, then the Contractor may, upon seven additional days' written notice to the Owner 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 shutdown, 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 received 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.

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§ 9.8.3 ~~Upon receipt of the Contractor's list, the Architect 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 Contractor's list, which is not sufficiently complete in accordance with 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 to determine Substantial Completion.~~The comprehensive list of items to be completed or corrected ("Contractor's Punch List") prepared by the Contractor shall be submitted to the Owner and the Architect and the Owner shall be notified of inspections and be entitled to have an Owner's representative present at such inspections. 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 Contractor. 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 Work or designated portion thereof ~~is~~ including Record Documents and Maintenance Manuals are substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial ~~Completion;~~ Completion, shall establish responsibilities of the Owner and Contractor for

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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 requirement stipulated to begin the warranty periord 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

...

§ 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 shall 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.

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§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such ~~inspection. When~~ inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's 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 Architect's final 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 retainage payments nor final payment ~~nor any remaining retained percentage~~ shall become due until all documents required by the Contract Documents and Article 5 of AIA 101 Standard Form of Agreement Between Owner and Contractor including all (a) Maintenance Manuals, (b) Record Documents, (c) Instruction and Demonstrations have been provided and the Contractor submits to the Architect (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,~~ effect and will not be cancelled 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner,~~ payment and, (5) other data establishing payment or satisfaction of ~~obligations, such as receipts and~~ obligations such as receipts, releases and waivers of liens, claims, security ~~interests,~~ 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

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the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such ~~lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance~~ 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 ~~the lien, claim, security interest, or encumbrance,~~ such lien, including all costs and reasonable ~~attorneys'~~ attorney fees.

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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.

...

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 the 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.

PAGE 37

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the 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, ~~the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such~~ costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If Work is not in accordance with the Contract Documents, ~~the costs of uncovering the Work,~~ such costs and the cost of ~~correction, shall be at the Contractor's expense.~~correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor 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 Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.~~ The Contractor and its surety shall have the right to remedy any defects in the Work on materials which shall appear within a period of two (2) year from the date of Substantial Completion. Upon written notice from the Owner, the Contractor and surety shall promptly provide said remedy after notice from the Owner. If said remedy is not promptly provided, the Owner shall have the right to correct said defects and charge the Contractor and its surety for the same.

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§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within ~~one year~~ two-years 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 ~~any~~ 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,~~ 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 ~~2.5.~~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 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 Owner'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 for correction of Work 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.

...

§ 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, excluding that jurisdiction's choice of law rules.~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~

...

§ 13.2.2 ~~The Owner may, without consent~~ WRITTEN NOTICE

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~~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 the assignment.~~Written notice shall be deemed to have been duly served if

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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.

...

§ 13.4.7 No tests or inspections or results thereof shall constitute an acceptance of any Work not conforming to the requirements of Contract Documents.

...

~~Payments due and unpaid under the Contract Documents~~ **§ 13.5.1** Interest payments will not be required for late payments under the terms of this Contract.

...

§ 13.6 TIME LIMITS ON CLAIMS

...

~~shall bear interest from the date payment is due at the rate the parties 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.~~**§ 13.6.1** Commencement of Statutory Limitations Period and Statute of Repose shall be in accordance with the laws of the State of Maryland.

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§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~ 120 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the ~~Work,~~ 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 reasonable evidence as required by Section 2.2.~~

...

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, 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 and Architect, terminate the Contract and recover from the Owner payment ~~for Work executed,~~ as ~~well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~

...

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§ 14.1.4 ~~If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.~~set forth in the provisions of this Agreement regarding termination by the Owner for convenience.

...

.1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;

...

.2 fails to make payment to Subcontractors or suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

...

.3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

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§ 14.2.5 In the event that is adjusted 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 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

...

§ 14.4.3 ~~In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~Upon Termination for Convenience, the

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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.

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§ ~~15.1.3.1~~ ~~Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party~~ **15.1.3.** 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 Architect, if the Architect is not serving as the Initial Decision Maker. Claims by ~~either party under this Section 15.1.3.1 shall be initiated~~ Contractor must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the ~~claimant~~ Contractor first recognizes the condition giving rise to the Claim, whichever is later. Contractor claim(s) shall not be valid unless made in strict accordance with this subparagraph.

...

§ 15.1.4.1 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 Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

...

If the Contractor wishes to make a Claim for an increase in the Contract Sum, ~~notice as provided in Section 15.1.3~~ written notice as provided herein shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. A Claim must be processed as defined herein, Article 15 and comply with all requirements of Article 7.

...

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, ~~notice as provided in Section 15.1.3 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.~~written notice as provided herein shall be given. No claim for delay damages of any kind or nature shall be valid and no such damages shall be paid by the Owner except upon Owner's written consent which consent is in the sole and absolute discretion of the Owner. No written consent by Owner to damages for one period of delay, 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.

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§ 15.1.6.2 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 conditions were abnormal for the period of time, exceeded the schedule below and could not have been reasonably ~~anticipated,~~ 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.

...

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered.~~ Claim . 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.

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§ 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, if the Architect 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.~~mediation the claim shall be resolved by litigation.

...

§ 15.2.6.1 Either party may, within 30 days from the date ~~of receipt~~ of an initial decision, demand in writing that the other party file for ~~mediation.~~ 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 ~~30 days after receipt thereof,~~ the time required, then both parties waive their rights to mediate or pursue ~~binding dispute resolution proceedings~~ litigation with respect to the initial decision.

...

§ 15.4.1 ~~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. The Arbitration shall be conducted in the place~~

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~~where the Project is located, unless another location is mutually agreed upon. 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.~~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

...

~~**§ 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.~~the jurisdiction of that Court. During any legal proceedings or other dispute resolution proceedings

...

~~**§ 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.~~which may be

...

~~**§ 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.~~agreed to between the parties, Owner and Contractor shall

...

~~**§ 15.4.4 Consolidation or Joinder**~~

...

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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).~~comply with sub-paragraph 4.74.

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~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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.~~

...

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~~**§ 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 those of the Owner and Contractor under this Agreement.~~

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_____

(Signed)

_____

(Title)

_____

(Dated)

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User Notes: (3B9ADA38)

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)

_____ Date Bond Executed _____ _____, 20___

(expressed in words)

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

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

_____ as to

Individual Principal

_____ (SEAL)

In Presence of:
Witness

_____

_____ as to

_____ as to

_____ as to

Co-Partnership Principal

_____ (SEAL)
(Name of Co-Partnership)

By: _____(SEAL)

_____(SEAL)

_____(SEAL)

_____
(Name of Corporation)

_____
Attest:

_____
Corporate Principal

_____ as to
(Corporate Secretary)

By: _____
(President)

AFFIX
CORPORATE
SEAL

PERFORMANCE BOND CONTINUED

_____
(Individual or Corporate Surety)

Attest: (SEAL) By: _____ (SEAL)

_____ Title _____
(Signature)

_____ _____
(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)

_____ Date Bond Executed _____, 20____
(expressed in words)

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 Obligee that every claimant as herein defined, who has not been in full may, 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 Obligee 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:

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 By: _____ AFFIX CORPORATE SEAL
(Corporate Secretary) (President)

_____
(Individual or Corporate Surety)

Attest: (SEAL) By: _____ (SEAL)

_____ Title _____
Signature

_____ _____
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 Article14-301 (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 <u>at least ten (10) days before the bid or proposal opening</u> 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 UNTILTHE ABOVE PROCEDURES HAVE BEEN COMPLETED.

<u>Additional Submission Requirements Applicable to All State Funded Projects</u>

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

SECTION 16010 - GENERAL PROVISIONS

The General Conditions, any supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if herein.

PART 1 - GENERAL

1.1 Scope of Work:

A. Note: - This work is subject to applicable sections where there is specified equipment with electrical connections. All other work 16 shall meet requirements of this section.

B. This Design Build Project work includes all labor, materials, equipment and services for a complete fire alarm system design, Code Review and Approval as well as equipment materials and installation. Included in this contract, but not limited to, is the following:

1. Design Build services: provide the Authority having Jurisdiction, (hereafter AHJ), design drawings, calculations material and equipment submittals required for the AHJ to review the design build services fire alarm systems. Revise and resubmit as required for AHJ approval of system design.

2. Coordination of connections and providing conduits for all work required for the complete installation of a new addressable voice evacuation fire alarm system.

3. Support systems for electrical work.

4. Cutting and patching for installation of design build work required to provide a complete functional project.

5. Testing of fire alarm systems and retesting as required for Final Use and Occupancy of the building.

6. Complete demolition of existing fire alarm system.

7. Generator interlock controls, test, and inspections.

8. HVAC controls for unit shut-down.

9. Connections to the Fire Pump and sprinkler systems.

10. Sign provide, install, maintain, and removal.

11. Removal of sprinkler water gong.

12. As-Built or record drawing, provide electronic auto cad files with supporting files and PDF drawings.

1.2 Local Conditions:

A. Examine the premises and observe the conditions under which work will be done and all other circumstances which will affect the work before submitting bid. The submittal of a bid will indicate that the Contractor has full knowledge of the problems involved in the performance of the work.

B. Verify, in the field, scale dimensions on plans.

C. Contractor shall note that the existing building will remain operational during construction.

D. Check to avert possible installation conflicts.

E. Prior to installation of materials and equipment, discrepancies between plans and actual field conditions or between plans and specifications shall promptly be brought to the attention of FCPS project manager for a decision.

F. Locate and install sign as directed FCPS project manager.

1.3 Applicable Codes and Standards:

A. Unless stated otherwise the currently adopted codes by the enforcing authorities shall govern.

1. NFPA Codes.

2. IBC Building Code.

3. Local codes.

4. Requirements of the Fire Marshal.

5. ADA.

6. Maryland Building Code for the Handicapped.

7. AHJ – Frederick County Permit Office or Frederick City Permit Office.

1.4 Submittals:

A. All Fire Alarm components submitted shall be approved by the manufacture for use in a Public School.

B. All submittals shall include sufficient data to make a thorough evaluation of features, construction and performance. Submittals shall be bound in booklet form with a cover sheet indicating each item and the actual manufacturer's catalog number.

C. Materials, equipment and fixtures shall completely satisfy specification requirements and be suitable for their intended use. Items or equipment submitted shall include all accessories and options recommended by the manufacturer for satisfactory, reliable and safe operation in its designated location.

D. Provide the model by the named manufacturer as follows in specifications. Contractor shall indicate all any all deviations in submittals/shop drawings.

E. Products submitted shall be the specified manufacturer and shall include the standard features of the specified product and also optional features or necessary changes specified herein. Submittal of shall include all changes in building systems, piping, wiring, supports or accessories required for satisfactory and intended operation.

F. Review of shop drawings shall not include review and verification of submitted catalog numbers or quantities required.

G. Review of and noted comments on Contractor's submitted shop drawings do not constitute a change order or a waiver of contract requirements. In the event of conflict between submittals or shop drawings and bid documents, the latter shall govern. If waiver of particular requirement is requested by Contractor a formal written request shall be made to Owner.

H. When directed, Contractor shall provide samples of material or equipment, as directed.

I. Submittals shall be bound in booklet form, include a summary cover page listing manufacturer and model number. Furnish a minimum of six (6) copies of all submittals. At least one submission shall be a manufacturer's original product and data sheet, the remaining may be photocopies. Three (3) copies of all shop drawings and material cuts are required for equipment brochure at contract completion.

J. With 30 days after award of contract, submit a complete list of materials to be used on project specifying manufacturer, grade, trade name, and catalog number. Materials list shall be complete. Partial list not acceptable.

K. Manufacturer's drawings, sketches, and instructions shall supplement but not supersede bid requirements and specifications.

L. Submittals shall show:

1. Physical size and arrangement of equipment.

2. Wiring diagrams for all equipment showing all circuit devices, conductor sizes, color coding, type, etc.

3. Elementary control diagrams in straight-line form for motor control equipment showing all control devices connected in the system.

4. Specifications for all components.

M. Produce a scaled drawing of the state sign for approval before it is manufactured.

N. The contractor shall update the wiring diagram identified in 16010-3, 1.4-K daily defining the work in place referencing actual locations. The daily updates shall be color coded separating the day's events. A current updated copy of the document shall be submitted with each application for payment and be available for the Owner and Engineer to review on site during working hours.

1.5 Cutting and Patching:

A. Cut and patch existing walls and ceilings as required to install new fire alarm systems. Patch all existing walls which were cut for installation of electrical equipment and wiring. Patched areas shall match the surrounding surfaces.

B. No cutting of structural members, nor the drilling of holes through beams or structural steel shall be done without the specific permission of the Engineer.

C. Patch neatly around all wall penetrations.

1.6 Fire Seals:

A. Provide fire rated seals for all penetrations through fire rated floors or walls. Fire seals shall be provided in a manner to maintain the integrity of the fire wall. Where conduits penetrate floor which do not extend more than 5' from the wall, provide an "expanding" type grout around conduit. Provide UL listed fire sealant inside conduit, Dow Corning silicon foam or approved equal. See Section 16110 for additional requirements.

1.7 Materials and Accessories:

A. Materials shall be new and listed by the Underwriters Laboratories, Inc., or locally approved national testing agency as conforming to standards in every case where such a standard has been established for the particular materials in question.

B. Contractor shall be responsible for fit of equipment in available space and shall take field measurements to verify fit.

C. Equipment shall be packaged in their original containers and be limited to products regularly produced and recommended for service ratings in accordance with manufacturers' catalogs, engineering data or other comprehensive literature made available to the public, and in effect at the time of contract award and shall be turned over to the Owner free of all defects.

D. Equipment shall be installed in strict accordance with manufacturer's instructions for type, capacity and suitability of each piece of equipment used. Use weatherproof equipment where required. Install equipment in accordance with manufacturer's recommendations and meet conditions for manufacturer's standard warranty.

E. Contractor shall effectively protect his work, materials, or equipment which are liable to injury during construction period. Openings into any part of conduit system as well as associated fixtures, equipment, both before and after being set in place must be securely

covered or otherwise protected to prevent obstruction of conduit or injury due to carelessness or maliciously dropped tools or material, grit, dirt, or any foreign matter. Contractor is responsible for all damage so done until his work is installed and accepted. Conduit ends shall be covered with capped bushings.

F. Provide all accessories, equipment and connections required for complete installation, ready for continuous use by Owner.

G. Provide sign, all labor and materials for erection and maintenance during the project.

1.8 Inspection and Regulations:

A. Do not allow or cause any of this work to be covered up or enclosed until it has been inspected, tested and approved by the authorities having jurisdiction over the work. Should any of this Contractor's work be enclosed or covered before such an inspection and test, he shall, at his own expense, uncover the work and after it has been inspected, tested and approved make all repairs with such material as may be necessary to restore all of his work and that of the other contractors to its original condition.

B. Work shall meet requirements of Owner, National Electrical Code, NFPA, local regulations, and rules of the Utility Company. Equipment and materials shall bear label of approval of National Board of Fire Underwriters and be U. L. listed for their particular application.

C. Work shall meet requirements of the owner's insurer.

1.9 Tests:

A. Give timely notice of intention to test or cover up work to permit observation. Contractor shall test all wiring for continuity and grounds before connecting any equipment or outlets. Contractor shall test entire system in accordance with current procedures stated in Acceptance Testing Specifications published by the National Electric Testing Association, Inc. All equipment necessary to conduct such test shall be furnished at the Contractor's expense.

1.10 Field Measurements:

A. Visit the site before submitting bid and check location of existing utilities, conditions, verify dimensions and locations shown on the plans and overall costs and work herein described or shown.

B. Take measurements necessary for this work and be responsible for their accuracy. Provide necessary pull boxes and junction boxes as required to accomplish shall be provided.

1.11 Access Panel:

A. Provide access doors or panels for concealed portions of the work requiring accessibility for operation and maintenance. Minimum door size is 18" x 18". Door to be same fire rating as system in which they are installed.

1.12 Drawings and Specifications:

A. Drawings are schematic in nature and shall represent the historic information available for your reference when providing design build documents for AHJ approval and construction of the project. The Contractor is responsible design and installation of equipment and methods of achieving a satisfactory and intended installation. Locations of devices are intended to show a general arrangement and indented function. Door swings and architectural features shall be checked for final condition. Coordinate with all bid documents provided by the Owner of the known existing conditions.

B. Where a conflict exists between drawings and the field conditions contact the Owner to determine the intent. In all circumstances, the final interpretation shall provide compliance with all codes as indicated by the AHJ.

C. Maintain a complete set of bid documents and submittals approved by the AHJ. As work is installed, carefully draw on approved submittals, in colored pencil, correct locations of work installed with dimensions from permanent walls, wiring diagrams and details corrected. Upon completion of project deliver paper and electronic as-built or record drawings to Owner in good condition.

1.13 Operations and Maintenance Manuals:

A. Furnish 1 sets of Operation Manuals in loose leaf binders. The manuals shall include:

1. Descriptive brochures on all equipment.

2. Maintenance instructions.

3. Operation Instructions.

4. Parts list for all equipment.

5. Certificates for equipment as required.

6. Service phone number of installing company.

7. Table of Content.

8. Wiring Diagrams.

1.14 "As Built" Drawings:

A. A separate set of white background submittal prints marked in red ink "As Built" shall be kept in good condition at the job site during progress of construction. Mark submittal drawing to indicate changes as they occur during field installation of fire alarm equipment.

B. Show location of equipment, conduits, etc.

C. At all times, these Drawings shall be up-to-date and available at the site for verification. Before final payment is approved, the Drawings shall be made correct and delivered to the

Owner. The correct circuit breaker numbers shall be used on the "As-Builts".

D. At the completion of the job, the contractor shall obtain the AutoCAD drawing files at cost and update file from the "as-built" drawings. The updated AutoCAD files and plotted drawings shall also be delivered to the Owner.

1.15 Permits:

A. All permits, licenses or incidental fees not otherwise identified under provisions of the General Conditions of this contract specification shall be borne by this Contractor.

1.16 Guarantee:

A. Unless otherwise specified, guarantee unconditionally for a guarantee period Two Years after final acceptance by FCPS all materials, workmanship and installation. During this period, adjust, repair or replace at no cost to Owner any item of equipment or workmanship found to be defective.

B. Contractor shall be responsible for and pay for damages caused by or resulting from defects in workmanship.

(END OF SECTION)

SECTION 16100 - BASIC MATERIALS AND METHODS

PART 1 - GENERAL

1.1 Scope of Work:

A. Requirements of this section apply to all other parts of Division 16.

PART 2 - PRODUCTS

2.1 Raceways and fittings, minimum size 1/2 inch. A separate insulated grounding conductor shall be provided in all conduits and raceways.

A. EMT - Electrical Metallic tubing: Triangle PWC, Republic, or Porter, galvanized steel, enameled inside finish, UL-797, WW-C-563.

B. Surface Metal Raceway: Wiremold or equal.

2.2 Conduit Fittings:

A. Compression or set screw fittings, Steel: ETP, Steel City, Raco, Bridgeport, Allen-Stevens, Republic, T & B, Porter.

B. Plastic insulating bushings: T & B, O-Z, Gedney, Scotch, Steel City, Raco, Appleton, Efcor, Union.

C. Metallic bushings: T & B, Gedney, Steel City, Raco, Appleton, Efcor. Use metallic bushings where bushing is exposed.

D. Expansion Joints:

1. Conduits, rigidly secured to building construction on opposite sides of a building expansion joint, shall be provided with expansion and deflection couplings. The couplings shall be installed in accordance with the manufacturer's recommendations.

2. Expansion and deflection couplings shall also be installed where shown on the drawings.

3. The expansion/deflection couplings shall be by O-Z/Gedney or equal.

2.3 Boxes:

A. Outlet, junction, switch, or manufactured pull boxes shall be one piece stamped galvanized steel, machine screw fasteners with ground bond screw, UL listed. Sectional type shall be used where boxes are shown to be gang mounted and recessed.

B. Exposed boxes less than eight feet above floor or on accessible finished surfaces shall not have removed and unused knockouts. Boxes with exposed knock-outs will not be accepted. Use cover plates which do not protrude beyond the box and without sharp edges. Box mounting hardware shall be concealed within the box. Boxes shall be fastened to studs where spacing permits.

C. Surface interior boxes: All interior surface outlet boxes except those in unfinished spaces, shall be surface Wiremold boxes, ivory. Use red boxes for fire alarm devices. U.L. Listed.

D. Surface raceway: Wiremold Type 500, 700, ivory in color and field painted to match surroundings. Use manufacturer's recommended accessories for entire installation of raceway and devices. Devices and covers shall be secured with spreaders or yokes.

2.4 Conductors:

A. General:

1. Unless specifically indicated otherwise, all wiring shall be 98 percent conductivity copper conductors. Minimum wire size shall be #14 AWG. Insulation shall be dual rated THWN/THHN. Manufacturers shall be Triangle, Phelps Dodge, or Royal.

B. Wire within buildings:

1. Single conductor wires: 600 volt, dual rated THWN/THHN, within metallic raceways.

2. Cable Assemblies: UL Fire Alarm approved. Type MC cable shall be temperature rated as required by location and installation. Cable shall have a continuous insulated ground wire and be bonded to device and box screw.

C. Wire connectors:

1. Copper wire: For connections of one or more #10 AWG or smaller, solderless twist-on connectors shall be used. The connectors shall have an outer insulating shell manufactured from nylon (polyamide) material and shall be formed with "S"-shaped fins to improve the twisting action. The spring insert shall be a helical elongated coil formed from square spring steel to cause the spring to have "live action" and reduce the turning friction. The connectors shall be rated flame and heat retardant for up to 105 degrees C maximum and be Underwriter's Listed under UL 486. Connectors shall be Buchanan "B"-Caps or approved equal by Pass & Seymour, Ideal, Hyco. Conductors #8 AWG and larger shall be terminated, spliced or tapped wherever practicable with T & B "Color Keyed" Series 54000, tool applied compression connectors or approved equal.

D. Electrical supporting devices:

1. Materials secured to the structure by: inserts cast in concrete, expansion anchors in concrete block, machine screws or bolts on metal surfaces. Bolts and screws used on interior shall be black steel or galvanized; on exterior, brass or bronze. Cartridge driven studs used only where specifically noted or permitted by the Architect. Hangers shall be as follows:

a. Steel channel: Kindorf, Unistrut, Globe Strut, Strut by `B-Line'.

b. Channel fittings: Kindorf, Unistrut, Globe Strut, fittings by 'B-Line'.

c. Conduit hangers: Clevis type by Unistrut, Kindorf, Grinnell.

d. Wall anchors: Expansion bolt, toggle bolt, or other approved structural anchor. Wood or fiber plugs shall not be used.

2.5 Wiring Methods:

A. In general, concealed interior wiring shall be in Fire Alarm approved MC Cable or in EMT.

B. The existing wiring shall not be reused.

C. Where new wire is indicated on existing walls the contractor shall cut and patch existing drywall, gyp. board, and plaster to conceal wiring. If wiring is indicated on existing block or masonry walls, Wiremold may be used only if the existing walls cannot be fished with Greenfield. Repaint all patched walls (and ceilings) to match existing colors.

D. No surface wiring shall be run on existing brick walls.

PART 3 – EXECUTION

3.1 Preparation:

A. Check door swings and clearances and existing conditions and coordinate with all contract drawings prior to performing work.

3.2 Installation:

A. Conduits shall be kept at least 6 inches from parallel runs of heated pipes or ducts. Exposed runs of conduit or tubing shall have supports spaced not more than 6 feet apart and shall be installed with runs parallel or perpendicular to walls, structural members or intersections or vertical planes and ceilings, with right angle turns consisting of cast metal fittings and symmetrical bends.

B. Exposed conduits shall be installed in a neat and workmanlike manner with runs plumb and parallel to walls. Bends and offsets shall be avoided where possible,

but where necessary shall be made with an approved hickey or conduit bending machine. Conduit or tubing which has been crushed or deformed in any way or has begun to rust shall not be installed. Use expansion bolts to secure equipment, conduit or devices. Wood or dowel plugs are not acceptable. Conduits or tubing shall be supported on approved types of galvanized wall brackets, ceiling trapeze or pipe straps, secured by means of expansion bolts in concrete or brick. Nails shall not be used as a means of fastening surface boxes or conduits. Conduit or tubing shall be installed in such a manner as to insure against trouble from collection of trapped condensation and all runs on conduit shall be arranged as to be devoid of traps wherever possible.

C. Raceways and cable shall meet requirements or National Electrical Code and local codes.

D. Conceal all raceways and wiring in finished areas. Finished areas shall be defined as those areas having finished or painted walls and ceilings installed. All wiring in unfinished areas may be exposed and shall be in EMT.

E. Where new wiring is indicated at existing walls, conceal as much as possible. Cut and patch existing plaster, drywall and gypsum board walls and ceilings to conceal wiring. Where wiring is run along block or concrete walls, use Wiremold only if wall cannot be "fished" with MC cable. No Wiremold will be accepted on existing brick walls.

F. Fire seals shall be used to maintain the integrity of fire rated walls, floors, partitions, or ceilings.

3.3 Guarantee:

A. Unless otherwise specified, guarantee unconditionally for a guarantee period as set forth in the General Conditions all materials, equipment, workmanship and installation. During this period, adjust, repair or replace at no cost to Owner any item of equipment or workmanship found to be defective.

(END OF SECTION)

SECTION 16110 - FIRESTOPPING

PART 1 - GENERAL.

1.1 Summary.

A. Scope:

1. Through-penetration fire stopping in fire rated construction.

2. Through-penetration smoke-stopping in smoke partitions.

3. Seal all new penetrations through existing walls.

1.2 References.

A. Underwriters Laboratories:

1. U.L. Fire Resistant Directory.

a. Through-penetration firestop devices (XHCR).

b. Fire resistance ratings (BXUV).

c. Through-penetration firestop systems (XHEZ).

d. Fill, void, or cavity material (XHEZ).

B. American Society For Testing And Materials Standards:

1. ASTM E 814 - 88: Standard Test Method For Fire Tests of Through-Penetration Firestops.

1.3 Definitions.

A. Assembly: Particular arrangement of materials specific to given type of construction described or detailed in referenced documents.

B. Barriers: Time rated fire walls, smoke barrier walls, time rated ceiling/floor assemblies and structural floors.

C. Fire stopping: Methods and materials applied in penetrations and unprotected openings to limit spread of heat, fire, gasses and smoke.

D. Penetration: Opening or foreign material passing through or into barrier or structural floor such that full thickness of rated materials is not obtained.

E. Construction Gaps: Gaps between adjacent sections of walls, exterior walls, exterior walls, at wall tops between top of wall and ceiling, and structural floors or roof decks; and gaps between adjacent sections of structural floors.

F. System: Specific products and applications, classified and numbered by Underwriters Laboratories, Inc. to close specific barrier penetrations.

G. Sleeve: Metal fabrication or pipe section extending through thickness of barrier and used to permanently guard penetration. Sleeves are described as part of penetrating system in other sections and may or may not be required.

1.4 System Description.

A. Design Requirements:

1. Fire-rated construction: Maintain barrier and structural floor fire resistance ratings including resistance to cold smoke at all penetrations, connections with other surfaces or types of construction, at separations required to permit building movement and sound or vibration absorption, and at other construction gaps.

2. Smoke barrier construction: Maintain barrier and structural floor resistance to cold smoke at all penetrations, connections with other surfaces and types of construction and at all separations required to permit building movement and sound or vibration absorption, and at other construction gaps.

1.5 Submittals.

A. Submit in accordance with Section 16010, unless otherwise indicated.

B. Product data: Manufacturer's specifications and technical data including the following:

1. Detailed specification of construction and fabrication.

2. Manufacturer's installation instructions.

C. Shop drawings: Indicate dimensions, description of materials and finishes, general construction, specific modifications, component connections, anchorage methods, hardware, and installation procedures, plus the following specific requirements.

1. Details of each proposed assembly identifying intended products and applicable UL System number, or UL classified devices.

2. Manufacturer or manufacturers` representative shall provide qualified engineering judgements and drawings relating to non-standard applications as needed.

3. Provide scaled detailed floor plan drawings to scale acceptable by the AHJ showing fire alarm devises for approval.

D. Quality control submittals:

1. Statement of qualifications.

E. Applicators' qualifications statement:

1. List past projects indicating required experience.

1.6 Quality Assurance.

A. Installer's qualifications: Firm experienced in installation or application of systems similar in complexity to those required for this project, plus the following:

1. Acceptable to or licensed by manufacturer, State or local authority where applicable.

2. At least 2 years' experience with systems.

B. Local and State regulatory requirements: Submit forms or acceptance for proposed assemblies not conforming to specific UL Firestop System numbers, or UL classified devices.

C. Materials shall have been tested to provide fire rating at least equal to that of the construction.

1.7 Delivery, Storage, and Handling.

A. Packing and shipping:

1. Deliver products in original unopened packaging with legible manufacturer's identification.

2. Coordinate delivery with scheduled installation date, allow minimum storage at site.

B. Storage and protection: Store materials in a clean, dry, ventilated location. Protect from soiling, abuse, moisture and freezing when required. Follow manufacturer's instructions.

1.8 Project Conditions.

A. Existing conditions:

1. Verify existing conditions and substrates before starting work. Correct unsatisfactory conditions before proceeding.

2. Proceed with installation only after penetrations of the substrate and supporting brackets have been installed.

B. Environmental requirements:

1. Furnish adequate ventilation if using solvent.

2. Furnish forced air ventilation during installation if required by manufacturer.

3. Keep flammable materials away from sparks or flame.

4. Provide masking and drop cloths to prevent contamination of adjacent surfaces by fire stopping materials.

5. Comply with manufacturing recommendations for temperature and humidity conditions before, during and after installation of fire stopping.

PART 2 - PRODUCTS

2.1 Through-Penetration Fire stopping of Fire-Rated Construction.

A Systems or devices listed in the U.L. Fire Directory under categories XHCR and XHEZ may be used, providing that if conforms to the construction type, penetrant type, annular space requirements and fire rating involved in each separate instance, and that the annular space requirements and fire rating involved in each separate instance, and that the system be symmetrical for wall applications. Systems or devices must be asbestos-free.

B Additional requirements: Withstand the passage of cold smoke either as an inherent property of the system, or by the use of a separate product included as a part of the U.L. system or device, and designed to perform this function.

C Acceptable manufacturers and products.

D Those listed in the U.L. Fire Resistance directory for the U.L. System involved and as further defined in the Systems and Applications Schedule.

2.2 Smoke-Stopping at Smoke Partitions.

A Through-penetration smoke-stopping: Any system complying with the requirements for through-penetration fires topping in fire-rated construction, as specified in The Systems, provided that the system includes the specified smoke seal or will provide a smoke seal.

2.3 Accessories.

A Fill, void or cavity materials: As classified under category XHHW in the U.L.

Fire Resistance Directory.

B Forming materials: As classified under category XHKU in the U.L. Fire Resistance Directory.

PART 3 - EXECUTION

3.1 Examination.

A. Verification of conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.

1. Verify barrier penetrations are properly sized and in suitable condition for application of materials.

2. Do not proceed until unsatisfactory conditions have been corrected.

3.2 Preparation.

A. Clean surfaces to be in contact with penetration seal materials, of dirt, grease, oil, loose materials, rust, or other substances that may affect proper fitting, adhesion, or the required fire resistance.

3.3 Installation.

A. Install penetration seal materials in accordance with printed instructions of the U.L. Fire Resistance Directory and in accordance with manufacturer's instruction, for all penetrations through rated construction.

B. Seal holes or voids made by penetrations to ensure an effective smoke barrier.

C. Where floor openings without penetrating items are more than four inches in width and subject to traffic or loading, install fire stopping materials capable of supporting same loading as floor.

D. Protect materials from damage on surfaces subject to traffic.

E. Where large openings are created in walls or floors to permit installation of pipes, ducts, cable tray, bus duct or other items, close unused portions of opening with fire stopping material tested for the application. See U.L. Fire Resistance Directory.

F. Install smoke stopping as specified for fire stopping.

G. Where rated walls are constructed with horizontally continuous air space, double width masonry, or double stud frame construction, provide vertical, 12 inch wide fiber dams for full thickness and height of air cavity at maximum 15 foot intervals.

3.4 Field Quality Control.

A. Examine penetration sealed areas to ensure proper installation before concealing or enclosing areas.

B. Keep areas of work accessible until inspection by applicable code authorities.

C. Perform under this section patching and repairing of fire stopping caused by cutting or penetration by other trades.

3.5 Adjusting and Cleaning.

A. Clean up spills of liquid components.

B. Neatly cut and trim materials as required.

C. Remove equipment, materials and debris, leaving area in undamaged, clean condition.

3.6 Guarantee.

A. Submit copies of written guarantee agreeing to repair or replace joint sealers which fail in joint adhesion, co-adhesion, abrasion resistance, weather resistance, extrusion resistance, migration resistance, stain resistance, or general durability or appear to deteriorate in any other manner not clearly specified by submitted manufacturer's data as an inherent quality of the material for the exposure indicated. The guarantee period shall be one year from date of substantial completion.

(END OF SECTION)

1.1 SECTION 16721 - FIRE ALARM SYSTEM - ADDRESSABLE VOICE EVACUATION

1.2 The general conditions, any supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

1.3 PART 1 - GENERAL

1.4 Scope of Work:

A. Work Included.

1. New addressable, voice evacuation Fire alarm system as specified and as required by Code. System must include not less than one speaker strobe in each instructional area.

2. New duct detectors on existing Air Systems 2000 CFM or more. Provide sampling tubes, all connections, wiring, relays, etc. required to shut down the air system fan motors. DUCT detectors as required for both supply and return air systems.

3. Provide HVAC shut down for air handling units over 2000 CFM. Provide HVAC shut down for two or more air handling units that service a common area in the building and the units combined CFM is 2000 CFM or more. (Common building areas defined as: any area that is not divided with two or more air handlers with a combined CFM or 2,000 CFM or more.)

4. Connection fire alarm system to sprinkler, tamper and flow switches.

5. Testing of the fire alarm system shall be performed with the owners' representative before final inspections with Frederick County or Frederick City AHJ.

6. Complete demolition of existing fire alarm system. (Removal and disposal of old system). FCPS reserves the right of salvage for removed fire alarm equipment and components.

7. The Fire alarm equipment shall monitor the Emergency generator. Specific monitoring points as required by AHJ. Emergency Generator shall be supervisory alarm.

8. Submission of Fire Alarm System and design build drawings to the AHJ for approval. Revise design build drawings as required by the AHJ, resubmit as required to obtain AHJ approval of the new DESIGN BUILD FIRE ALARM SYSTEM and obtain permit(s). All revisions shall be included in the "as-build documents" Including Field changes required for final inspection.

9. Provide One duel point monitoring modules programmed into the fire alarm system for the Owner to connect Portable / Modular Classroom to in the future. Location for the monitoring module shall be installed beside the main fire

alarm panel.

10. Provide and install a remote LED secondary fire alarm control station. Locate as directed by the FCPS project Manager. Secondary control point shall have the same functionally as the main fire alarm panel.

11. AHJ approvals and testing systems

12. Training for FCPS Staff, two training may be required, one for Building staff and another for Maintenance staff.

13. Provide AUTO CAD FILES OF THE FINISHED PROJECT, the drawings shall indicate fire alarm equipment and device locations. Include all supporting files with AUTO CAD files.

14. Provide the Owner with a USB containing all information necessary for Contact ID monitoring.

1.5 Codes and Standards:

A. NFPA Standards 101, 72A, latest editions.

B. National Electrical Code, latest edition.

C. Local building code.

D. Authority having Jurisdiction hereafter AHJ.

E. Requirements of local Fire Department.

F. NFPA Standard 90A, latest edition.

1.6 Qualifications:

A. All major items shall be products of one manufacturer regularly engaged in production of such equipment, who has maintained in this area a maintenance and service organization for a period of two years where skilled, factory trained service technicians are available on a 24-hour basis.

B. The installer shall have an on staff licensed master electrician and shall obtain all electrical permit(s) for all work. High and Low voltage as applicable.

1.7 Certification:

A. The contractor shall provide the services and equipment of an alarm service company listed by Underwriters Laboratories Inc., in its Directory as being capable of furnishing the signaling systems specified herein and who is authorized to, and shall, issue a certificate to the equipment described herein. This representation shall confirm that the equipment, all connected wiring and devices from the specified system together with installation and maintenance service are in compliance with the

requirements established by Underwriters Laboratories Inc.

1.8 Submittals:

A. General Submittal Requirements.

1. Number of Copies as required by the Permit office for permit review and 2 additional copies to the Owner for FPCS staff review plus one electronic copy.

2. Submit a record copy approved by the AHJ

3. Provide floor plan drawings with each set of submittals.

4. A submittal shall consist of equipment cuts, drawings, wiring diagrams, risers, sequence of operations, battery calculations.

5. Substitution request shall be submitted within 4 business days after the contractor picks up the bid documents, in no case will substations be considered after 8/25/2022. Documentation justifying the proposed equipment as equal shall be submitted to the Owner for his review. The owner may request additional information as the owner requires.

6. Submit room numbers & field description to FCPS for approval.

B. Drawings.

1. Project name and address (include all addresses for more than one building).

2. Project owner's name and address including zip code. (Frederick County Public Schools, 191 South East Street, Frederick Maryland, 21701-5918)

3. Fire Alarm Permit Number and Electrical Permit Number issued.

4. Contractor name, address, telephone number, and contact person.

5. Symbol and abbreviation key.

6. Minimum scale for floor plans is 1/16" per ft., scale drawing as required by the appropriate AHJ and permit office.

7. Occupancy of all rooms and areas.

8. Location of all partitions.

9. Clearly Locate all devices, wiring, "final inspection requirements by AHJ and end of line resistors" On As-built or Record Drawings.

10. Graphic wall plaque detailing the building layout indicating areas of the building. Not Less than 11x17 framed with glass.

11. The owner will provide architectural details from the construction documents for the following if required by the AHJ.

    a. Rating of any walls, partitions, doors, and associated detection.

    b. Smoke partitions, doors, duct penetrations, and associated detection.

C. Equipment.

1. Include catalog cuts for all equipment to be used.

2. Annotate all catalog cuts to show exact model(s) to be used.

3. Include system devices such as duct detectors, smoke detectors, heat detectors, modules, additional panels, pull stations, strobe lights, speakers, remote LED control point and fire door components.

4. Monitoring modules as required by design and include one additional duel point monitoring modules programmed into the system for existing and or future portable classrooms. Install the one additional duel point monitoring Modules in electrical services box mounted between 40 and 55 inches off finish floor beside the main fire alarm panel.

D. Wiring Diagram.

1. Must be a point-to-point diagram showing all terminal connections at devices, and panel(s).

2. Typical circuits or devices may be shown once.

3. Detail all end of line resistors installed throughout the facility, indicating specific locations in the building. Clearly Locate “end of line resistors” On As-built or Record Drawings.

E. Sequence of Operations.

1. For all initiating devices, show all system outputs such as audible & visual devices, annunciation, door & damper closure, AHU shutdown, door unlocking, smoke control system activation, sprinkler system activation, etc.

F. Battery Calculations.

1. Show all devices and current draw.

2. Provide the required alarm and supervision time.

G. Send the submittals to the permit office for review no later than 20 days after award of the contract. Make corrections as required by the permit office and resubmit until the submittal has been approved by the AHJ. The contractor shall include resubmissions as part of this contract. All costs associated with resubmittal shall be included in the

cost as this bid.

1.9 PART 2 - PRODUCTS

1.10 Fire Alarm System:

A. General.

1. Provide a complete and integrated voice evacuation addressable fire alarm system. The addressable voice evacuation system shall include main control panel, manual fire alarm stations, duct smoke detectors connections, audible speakers, visual strobes, smoke detectors, heat detectors, sprinkler flow and tamper switches, door holders, and all required conduits, junction boxes, connections wiring, programming and incidentals as required.

2. Operation of any detector, manual station or water flow device shall sound a voice evacuation alarm on all audible alarms and flash all visual alarms throughout the facility. All alarms shall continue annunciate until manually reset. Operation of tamper devices or a failure in supervised wiring shall continuously sound **trouble** alarm.

3. System as specified herein shall be Silent Knight Farenhyt IFP-2100 with voice evacuation or FCPS approved equal, (See specific requirements to request an alternate system as an equal). Voice evacuation shall be installed throughout the FCPS building including not less than one speaker strobe in each instructional area. IFP panel must have not less than 25% open expansion capacity in the completed system without installing additional expansion capabilities.

4. Wiring shall be in accordance with sections of this division except that minimum wire size for detector or contact device circuits shall be #16 and a minimum of #12 AWG THHN for alarm notification circuits. Size wire for a 5% maximum voltage drop.

5. Locations for all ceiling mounted equipment shall be coordinated with existing lights, air outlets and other ceiling fixtures, and shall be acceptable to the Fire Marshal and the Owner.

6. System shall be installed in accordance with manufacturer's recommendations, by or under direct supervision of an authorized factory trained representative. Manufacturer shall provide complete wiring diagrams for the entire system and it shall be submitted for approval. All tests and adjustments shall be made by manufacturer's representative.

7. Connect to existing 411-UDAC digital communicator interconnect wiring for proper operation, test system with Owner’s existing dialer and selected receiving station. Note: This project may connect to a monitoring firm requiring contact ID monitoring, the Fire Alarm Contractor shall program the system for Contact ID and provide FCPS with an electronic file of the contact ID data.

8. All equipment shall be listed by Underwriters' Laboratories, Inc., for service in accordance with NFPA Standards 72 latest editions, and all components shall be

approved by the local fire inspection approving agency.

9. Installation of system shall comply in all respects to NFPA Standard 72, and NFPA Standard 90A, "Air Conditioning and Ventilating Systems".

10. Smoke detectors specified hereafter shall have be listed in accordance with Underwriters' Laboratories UL-268, standard for commercial detectors and shall have approval from the State Fire Marshal's Office. Detectors which do not meet this standard shall not be considered as complying with intent of this specification.

B. System Operation.

1. Actuation of any fire alarm station, smoke or thermal detector shall:

a. Automatically operate the fire alarm prerecorded message in building in which item was activated, and initiate FCPS digital communicator.

b. Initiate flashing fire strobes and speakers.

c. Release all magnetic door holders.

d. Activate the fire alarm and remote annunciators indicating zone and building in which station, detector or flow switch was activated.

e. Activate a set of auxiliary dry contacts (DPDT).

f. Deactivate any sound system(s) which may interfere with the voice announcement. Provide required contactors and relays.

2. Actuation of any a sprinkler water or fire pump flow device shall:

a. Automatically operate fire alarms in building in which item was activated, and initiate digital communicator.

b. Initiate flashing fire strobes and speakers.

c. Release all magnetic door holders.

d. Activate the fire alarm panel annunciators and remote annunciators indicating zone and building in which station, detector or flow switch was activated.

e. Activate a set of auxiliary dry contacts (DPDT).

f. Deenergize all sound and public address systems.

g. Activate the new exterior water flow alarm device above the Siamese connection.

3. Actuation of any sprinkler tamper device or a generator alarm shall sound a supervisory trouble alarm at control panels. It shall not sound building alarm unless

directed otherwise by the AHJ.

4. Activation HVAC duct detector or manual HVAC shut-down switch shall:

   a. Shut down units by the use of supervised relays.

   b. Activate a supervisory trouble.

   c. Indicate HVAC units in alarm on the fire alarm control panels.

5. Activation of the emergency generator alarm shall:

   a. Activate the digital communicator

   b. Activate a supervisory trouble.

1.11 Equipment:

A. Main control panel shall be Silent Knight Farenhyt IFP-2100 and shall include required Silent Knight NAC Booster Panels model 5495 or 5499 providing notification alarms. The Silent Knight NAC Booster Panels shall power the door holders. The Silent Knight Farenhyt IFP-2100 shall power necessary components for operation of supervised alarm initiating circuits, supervised tamper circuits and supervised alarm signal circuits.

B. Construction shall be modular with solid state, microprocessor-based electronics. Visual indicates shall be high contrast, LED type. Type control panel shall contain the following features:

   1. Automatic battery charger and batteries.

   2. 80 Character liquid crystal display.

C. Back lit alphanumeric characters.

   1. Power limited operation per NEC 760.

   2. Addressable system

   3. 1,016 Points minimum.

   4. Supports IDNET and True Alarm Devices.

   5. Hard wired input/output (I/O) points.

   6. I/O point type field selectable.

   7. 24-volt DC power supply/charger.

   8. Ground fault isolation from front panel.

9. Serial annunciator communication port.

10. Battery Supervision.

11. Coded signal control.

12. Flash EPROM memory.

13. Strobe Synchronizing Modules.

14. Strobe power supplies (80% loaded)

D. The voice control panel shall be UL listed to standard 864. The unit shall have a remote microphone with key switch control. The unit shall have the following features:

1. 8 Available Horn Tones.

2. Selectable tempered codes.

3. A standard digitally recorded message.

4. Manual operator evacuation.

5. A momentary all-clear pushbutton.

6. Local microphone paging.

7. Remote microphone paging.

8. Power supply with batteries and charger.

9. Amplifier, sized to provide ½ watt to all speakers plus 25% extra capacity.

10. Remote LED control point

1.12 Operation:

A. Primary power for system shall be from a 3 wire, 120-volt AC supply. Each input shall be separately fused within panel.

B. Control panel shall include lamps for system power, alarm and trouble, as well as LED indicators for zone alarm, zone trouble and audible signal circuit trouble. Switches shall be provided for "Reset/Lamp Test" and "Trouble Silence" which shall silence internal trouble signal sounding devices. A momentary contact alarm silence switch and silence indicator lamp shall be provided which will silencing alarm signals from subsequent, multiple zone inputs shall be capable of being repeated over and over again until complete system is reset from control panel. The silence switch shall only deactivate the audible voice evacuation and tones. The strobes shall continue to flash until the system is reset.

C. Alarm receipt shall have priority over trouble. Panel shall have a minimum of one set of normally open and normally closed trouble operated relay contacts. All contacts shall be rated at 120-volt AC, 3 amp minimum. Alarm relay coils shall be supervised. Panel shall have built-in ground detection. All LEDs shall be lamp tested from main control panel.

D. Alarm circuit shall consist of a 4-wire data circuit and shall accommodate photoelectric detectors, duct detectors, and thermal detectors.

E. Alarm signal circuits shall consist of a 2-wire circuit terminating in an end-of-line device. Circuit shall be fused. A yellow LED indicating lamp (one for each circuit) shall illuminate on face of control panel should a break occur or an alarm line be shorted when system is in normal condition. Speaker and Alarm circuits shall be sized to 80% of manufacturers rated load. Voltage drop shall not exceed 5%. Provide multiple conductors/circuits as required.

F. When a trouble signal is received from control panel, an audible device shall sound and a suitable indicator shall be illuminated. It shall be possible to silence buzzer at the control and LED panels by momentarily depressing silence switch. This operation shall have no effect on any port of fire detection system. Trouble silenced status shall reset itself automatically when system control panel is reset.

G. There shall also be provision to test indicators by momentarily depressing a pushbutton switch. Screws mounting this unit must be concealed with hidden hinges for lockable door.

H. End-of-line devices shall be located in a separate, covered, recessed box at end of each circuit and shall have red engraved plastic tags indicating zone designation, screw attached to cover. Cover shall be brushed, 302 stainless steel.

1.13 Standby Battery:

A. Provide an integral gelled electrolyte, lead-acid battery in each control cabinet to power the entire fire alarm system, including detectors, audible and visual alarms, annunciators and manual devices. Batteries shall have sufficient capacity to operate 24 hours in standby mode and 10 minutes in full alarm mode. Furnish integral automatic chargers to fully re-charge the batteries within 24 hours of power restoration, after a full discharge. Size batteries at 125% of calculated requirement. System shall be U.L. listed for intended purpose.

1.14 Automatic Devices:

A. General: All detectors shall be addressable, wired to a separate addressable point. Detectors shall be mounted a minimum of 3' from air supply registers.

B. Smoke detectors shall be a plug-in unit containing photoelectric detection chambers. It shall operate from a 24 volt or less DC power source, and shall contain an alarm indicator LED to signal actuation of detector. Connect detector to a remote relay to shut the HVAC system down when the detector is in alarm.

C. Thermal detectors shall be fixed temperature in mechanical equipment rooms or where rapid temperature variations can occur. Temperature ratings shall be as recommended by manufacturer. Exact type of detector shall be as dictated by intended use of the area protected and local environment.

1.15 Alarm Devices:

A. Audible/visual signal devices shall be 24 VDC, flush mounted combination speaker/strobe light assemblies. Strobe light shall be a Xenon flash tube, 15, 30, 60/75, 110 candela synchronized with white Lexan lens and red lettering. Where wall depth permits, unit shall be flush mounted. Unit shall be polarized for supervision. Unit shall be framed in a **white** front panel with word "ALARM" in **red lettering**. Mount between 6'-8" and 8'-0" or on ceiling as noted and coordinate with existing conditions.

1.16 Speakers:

A. Speakers shall be a 4-inch tapered cone for operation on a 24-volt system. Wiring class shall permit installation within system conduit. The unit shall be fully enclosed, of modular design and shall be U.L. listed for indicated installations and use. Color shall be factory finish red. Rating shall be 89 decibels at 10 feet. All speakers shall be tapped at a minimum of ½ WATT. Speakers in larger rooms such as gym, cafeteria, and auditorium shall be tapped A 1, 2, and 5 watts as required. Adjust the speaker transformer taps as needed to exceed the ambient noise level by 15 db.

1.17 Manual Fire Alarm Stations (Addressable):

A. Manual fire alarm stations shall be addressable double action, of non-code type, and shall consist of a molded housing fitted with a pull-down lever and a push-in tab first to provide access to pull-down lever which when operated locks in position after releasing a spring-loaded contact switch to effect actuation of alarm circuit. Body of manual station shall be hinged to a backplate assembly to which it is locked with a screw. Resetting the station after operation shall require opening station momentarily and then locking body to back plate. Provision shall be made for surface or semi-flush mounting to conduit boxes. Reset of pull station shall be coordinated with "stopper" cover.

B. Provide polycarbonate "stopper" covers with audible alarms. Provide STI stopper STI-1100 series. The cover shall allow the pull station to be reset without removal of the stopper cover.

1.18 Addressable Zone Modules:

A. Provide an addressable relay monitor module for each tamper switch, flow switch, sprinkler alarm and elevator recalls/shunt trips.

B. Provide a minimum of three to monitor fire pump control at facilities with Fire Pumps.

C. Provide monitor for the emergency generator. Generator run when the generator is exercising shall be a local alarm only. Generator run at loss of power when the transfer switch operates shall constituent alarm signal being transmitted to the monitoring firm. The contractor shall hire the generator manufacturer to add contacts as required to accommodate these two conditions indicated as required.

1.19 Digital Communicator:

A. Connect new Fire Alarm Panel to the existing Frederick County Public Schools 411 - UDAC digital communicator. Note: FCPS may request this system to monitored as Contact ID in which case the fire alarm contractor shall connect to telephone lines opposed the 411-UDAC as indicated above.

1.20 Addressable Duct Detectors:

A. Addressable duct detectors shall be provided for all HVAC Units over 2,000 CFM. The units shall be addressable, photoelectric type; and shall be provided with a remote indicator light and test switch located in the wall or ceiling below the unit. Install on the return and supply air duct downstream of any filters per factory recommendations and required by code.

B. A manual control switch shall be provided at the annunciator at the main entrance for control of all HVAC fans. The switch shall have hand-off-auto positions. The contractor shall provide a polycarbonate shield over the switch which shall sound a local audible alarm. Activation shall also activate a supervisory alarm on the fire alarm system.

C. The contractor shall hire an ATC contractor to coordinate connection to the HVAC unit. The proper dampers, valves, etc. shall also be activated as not to damage any equipment.

1.21 Programmable relays:

A. Programmable relays shall be provided for control of elevator recall, HVAC unit shutdown, starting of smoke control fans, etc. A minimum of three relays rated at 5 amps 120 volts shall be provided for the elevator recall. One relay shall be required for shutdown of each HVAC unit, either by smoke detector activation or by the manual shut-down control at the front door.

B. Provide relays for kitchen equipment shunt trip and control of exhaust and makeup fans.

1.22 Annunciators:

A. Provide a graphic plaque located at the main entrance by the secondary LED control panel. The preliminary layout is the floor plan provided. The contractor shall layout and submit the proposed graphic to the permit office and make revisions requested by the permit office or owner prior to fabrication. All exterior access point bust be identified. Minimum size 11”x17”, the plan size shall be sized to be legible when standing 3 feet away.

B. Provide an on-off switch for HVAC unit shut down located at the main entrance near the secondary LED control Panel. The switch shall be equipped with a polycarbonate flip-up cover that sounds a local alarm when activated. Activation of the switch shall shut down all HVAC units and activate a supervisory alarm.

1.23 Sprinkler Alarm:

A. Audible devices shall be a weatherproof horn/strobe for operation on a 24-volt system. Wiring class shall permit installation within system conduit. The unit shall be fully enclosed, of modular design and shall be U.L. listed for indicated installations and use. Color shall be factory finish red. Rating shall be 87 decibels at 10 feet. Where units are installed outdoors and in all wet areas including shower rooms and greenhouse furnish, weatherproof back box

and sign. Unit shall be U.L. listed for damp location and intended use. Provide Potter Sash, no equals.

1.24 Remote Microphone:

A. Provide a remote microphone located at the main entrance. The microphone shall be located in a recessed lockable box with a glass door. Paging through the fire alarm shall be made from this microphone.

1.25 Strobe Power Supplies:

A. Provide and install Silent Knight NAC Booster Panels model 5495 or 5499 as required for operation of fire alarm the system.

B. The power supply shall be a standalone power supply intended for powering fire alarm notification appliances via its own Notification Appliance Circuit(s) (NAC). The unit shall be UL 864 Listed for power limited operation of outputs and comply with NFPA 70 (NEC), article 760. The power supply shall support a full 9A of notification power even if the battery is in a degraded mode and only AC power is connected.

C. The power supply shall be activated by a standard Notification Appliance Circuit (NAC) from any Fire Alarm Control Panel (FACP) or a "Dry Contact" opening. The units shall be 9 ampere, 24 VDC, regulated and filtered, supervised remote power supply/charger. It shall operate over the voltage range of 9 to 33 VDC or FWR. The primary application of the unit shall be able to expand fire alarm system capabilities for additional NAC circuits to support ADA requirements and to provide auxiliary power to support system accessories or functions. The power supply shall provide four Class "B", two Class "A" or two Class "B" and one Class "A" NAC circuit(s). Eight Class "B" or four Class "A" circuits shall be available with an optional PS-EXP module. The PS-8 unit shall supply up to 240 mA of auxiliary power that is available during both non-alarm and alarm or auxiliary power to not less than 2.5A at 24 VCD during non-alarm. The power supply shall be capable of charging batteries of up to 33 ampere hours per NFPA 72 at maximum rate of 0.750 Amps per hour.

D. Input activation options shall be from not less than two NAC circuits or Dry Contact closures. These inputs shall have the capability of being directed to any combination of the four NAC circuit outputs. Each NAC circuit output shall be rated at 3 amperes for Class "B" applications or 3 amperes each for Class "A". The outputs shall be programmable to generate a steady or Temporal (Code 3) output and or a synchronized strobe or horn output. The power supply shall provide independent loop supervision for either Class "A" or Class "B" FACP NAC circuits and shall have the capability to "steer" all alarm or trouble conditions to either incoming NAC circuit. The units shall have common trouble terminals. The power supply shall be powered from a dedicated 120 VAC source with a current consumption of 16 amperes max. The unit shall incorporate short circuit protection with auto reset. The power supply shall incorporate a built-in battery charger for lead acid or gel type batteries with automatic switchover to battery back up in the event of AC power failure. The charger shall incorporate fused protection for the batteries and have the ability to report low battery and/or no battery conditions(s). Standby current for battery backup shall be 0.129 Amps max. The power supply shall have the ability to latch trouble LED's so the circuit in trouble can be identified. The cabinet dimensions shall be 17" H x 15" W x 5.5" D.

1.26 Spare Parts:

A. Provide the following spare parts:

1. 2 – Smoke Detectors

2. 2 – Heat Detectors

3. 2 – Duct Smoke Detector

4. 2 – Programmable Control Relays

5. 2 – Manual Pull stations with "Stopper" Covers

6. 2 – Horn/Strobes, Adjustable

7. 2 – Strobes, Adjustable

8. 2 – Point Monitor Modules (programmed into system with end of line resistor connected to modules)

1.27 PART 3 - EXECUTION

1.28 Installation:

A. Provide audible and visual devices locate as requested at final inspections & approved by AHJ. Coordinate mounting with existing conditions (tack boards, chalk boards, etc.). Include voice and visual devised in all corridors and all stairs.

B. Connect all water flow alarms, tamper switches and fire pump as required by code.

C. Connect audible and visual devices so all will sound and flash continuously until silenced when any alarm device is activated.

D. Connect New Fire Alarm System to the existing Frederick County Public Schools 411 - UDAC digital communicator.

E. Conceal all wiring in finished areas above ceiling where possible. Fire alarm junction boxes shall be red and identified as directed by the Fire Marshall.

F. Submit wiring diagram indicating color coding and wire sizes prior to installation. Furnish final as built wiring diagram after completion of system to Owner. Show device locations including NAC panels and end of line resistors.

G. Provide connections to all required air system fans to shut them down upon activation of a duct mounted smoke detector of HVAC shutdown switch. Provide connections to the starter control circuit for motors with starters. Provide 1 HP motor rated relays for all 120-volt motors or motors without magnetic starters. Provide required interlock wiring to shut down all associated air conditioning compressors, heat pumps, electric duct heaters, and outside air intakes. HVAC shutdown may be interconnected through EMS systems where available.

H. The contractor shall meet with the AHJ and Owner to coordinate programming of the addressable devices. Use actual room numbers and field descriptions agreed upon by all parties. Submit room numbers & field description to FCPS for approval.

I. Where the contractor opts to have remote strobe power supplies, he shall request Owners approval for the location, relocate if the proposed space is unacceptable to the Owner. The contractor shall be responsible to provide all requited 120-volt power and a smoke detector to the remote location. Use a dedicated circuit to fire alarm equipment with circuit capacity for the equipment.

J. All wiring shall be in EMT or red fire alarm approved MC-Cable and shall comply with the requirements of 16100 and as specified herein. (MC cable shall NOT be installed exposed in unfinished areas).

K. The contractor shall not **rough-in** or **order fire alarm equipment** until the fire alarm drawings are **approved** by the AHJ and the fire alarm permit has been issued.

1.29 Inspection, Test, Adjustment, and Report:

A. Contractor shall furnish all necessary equipment and appliances for testing complete system during process of work and after completion of installation, including testing of all wiring and each Alarm Device. Tests shall demonstrate as follows to satisfaction of Owner. Contact FCPS project manager, the FCPS – EBS department (Electronic Building SYSTEMS) staff must be scheduled and accompany the awarded contractors alarm testing before the Office of Life safety final inspections:

1. That all circuits are continuous and free from short circuits.

2. That all circuits are free from unspecified grounds.

3. That resistance to ground of all non-grounded circuits is not less than 1 meg ohm.

4. That all circuits are properly connected in accordance with applicable wiring diagrams. Test of detector circuits shall be performed with all ionization, photoelectric and thermal type detectors removed from their bases.

B. In addition to general tests listed above and prior to acceptance of project by Owner, an authorized factory trained representative shall inspect, test and adjust complete fire detection and alarm system in the presents of FCPS EBS department staff. Inspection, tests and adjustments shall be made in presence of Contractor and Owner's representative(s) and shall include following:

1. Visual inspection of all equipment.

2. Verification of fire and trouble alarm signals at all receiving locations and circuits, including audible and visual alarms, remote annunciators, etc. Owner's personnel will be required for this verification.

3. Test of sensitivity of each ionization and photoelectric detector by means of test set.

4. Examination of location of each detector to determine if effectiveness of a detector may be or has been reduced or if field conditions indicate requirements for relocation or addition of detectors.

C. All detector adjustments and tests shall be performed as follows:

1. With detector in its exact operation location, not at a convenient test place.

2. Under maximum air flow conditions with supply air systems constants and with air conditioning refrigeration and heating systems operating.

3. On clean NEW detectors.

4. Any defects detected during general tests and complete system test shall be repaired as quickly as possible, and tests re-conducted.

5. A fire and smoke detection system inspection and test report shall be completed and endorsed by a factory representative and placed on file with Owner. Report is mandatory; it shall include all test dates, detector locations, serial numbers and sensitivities. It shall contain a summary of all maintenance performed, all recommendations for relocation or addition of detectors, and final action regarding these recommendations, and shall contain a system certification.

6. Test and adjust timing on all water flow alarm devises and tamper switches

1.30 Spare Parts:

A. Provide the following spare parts:

1. 2 – Duct Smoke Detectors

2. 2 – Heat Detectors

3. 2 – Smoke Detector

4. 2 – Programmable Control Relays

5. 2 – Manual Pull stations with alarming “Stopper” Covers

6. 2 – Horn/Strobes, Adjustable

7. 2 – Strobes, Adjustable

8. 2 – Duel Point Monitor Modules (installed and programmed into the system)

1.31 Guarantee:

A. Guarantee unconditionally as specified in the General Conditions, following acceptance by Owner, the complete Fire Alarm System. During this two (2) year period, adjust, repair or

replace, at no cost to Owner, any item of equipment, material or workmanship found to be defective.

B. Contractor shall make system adjustment as necessary after the first fire drill to insure the building occupants hear and see the alarms. The contractor shall make additional adjustment as required to insure notification is acceptable to the occupants after a second fire drill. Additional adjustments may be required after the second fire drill only if the system does not provide adequate notification to the occupants.

(END OF SECTION)

EXISTING THURMONT MIDDLE SCHOOL
EQUIPMENT LOCATIONS

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F07-01 2044				Thurmont Middle	Magnetic Door Holdback	By Room 107
F07-02 2044				Thurmont Middle	Magnetic Door Holdback	By Room 107
F07-03 2044				Thurmont Middle	Magnetic Door Holdback	By Room 107
F07-04 2044				Thurmont Middle	Magnetic Door Holdback	By Room 107
F07-05 2044				Thurmont Middle	Magnetic Door Holdback	By Room 113
F07-06 2044				Thurmont Middle	Magnetic Door Holdback	By Main Office
F07-07 2044				Thurmont Middle	Magnetic Door Holdback	By Main Office
F07-08 2044				Thurmont Middle	Magnetic Door Holdback	By Main Office
F07-09 2044				Thurmont Middle	Magnetic Door Holdback	By Main Office
F07-10 2044				Thurmont Middle	Magnetic Door Holdback	By Room 507
F07-11 2044				Thurmont Middle	Magnetic Door Holdback	By Room 507
F07-12 2044				Thurmont Middle	Magnetic Door Holdback	Cafeteria
F07-13 2044				Thurmont Middle	Magnetic Door Holdback	Cafeteria
F07-14 2044				Thurmont Middle	Magnetic Door Holdback	By Room 501
F07-15 2044				Thurmont Middle	Magnetic Door Holdback	By Room 501
F07-16 2044				Thurmont Middle	Magnetic Door Holdback	By Room 158
F07-17 2044				Thurmont Middle	Magnetic Door Holdback	By Room 158
F07-18 2044				Thurmont Middle	Magnetic Door Holdback	By Room 300
F07-19 2044				Thurmont Middle	Magnetic Door Holdback	By Room 300
F07-20 2044				Thurmont Middle	Magnetic Door Holdback	By Room 613
F07-21 2044				Thurmont Middle	Magnetic Door Holdback	By Room 170
F07-22 2044				Thurmont Middle	Magnetic Door Holdback	By Room 171
F07-23 2044				Thurmont Middle	Magnetic Door Holdback	By Room 171
F07-24 2044				Thurmont Middle	Magnetic Door Holdback	By Room 231
F07-25 2044				Thurmont Middle	Magnetic Door Holdback	By Room 205
F07-26 2044				Thurmont Middle	Magnetic Door Holdback	By Room 205
F07-27 2044				Thurmont Middle	Magnetic Door Holdback	By Room 204
F07-28 2044				Thurmont Middle	Magnetic Door Holdback	By Room 204
F07-29 2044				Thurmont Middle	Magnetic Door Holdback	By Room 201
F07-30 2044				Thurmont Middle	Magnetic Door Holdback	By Room 201

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F07-31 2044				Thurmont Middle	Magnetic Door Holdback	Women's Restroom 206
F07-32 2044				Thurmont Middle	Magnetic Door Holdback	Women's Restroom 207
F07-33 2044				Thurmont Middle	Magnetic Door Holdback	Women's Restroom 208
F07-34 2044				Thurmont Middle	Magnetic Door Holdback	Women's Restroom 209
F07-35 2044				Thurmont Middle	Magnetic Door Holdback	By Room 248
F07-36 2044				Thurmont Middle	Magnetic Door Holdback	By Room 248
F07-37 2044				Thurmont Middle	Magnetic Door Holdback	By Room 248
F07-38 2044				Thurmont Middle	Magnetic Door Holdback	By Room 248
F07-39 2044				Thurmont Middle	Magnetic Door Holdback	By Room 215
F07-40 2044				Thurmont Middle	Magnetic Door Holdback	By Room 215
F07-41 2044				Thurmont Middle	Magnetic Door Holdback	By Room 222
F07-42 2044				Thurmont Middle	Magnetic Door Holdback	By Room 222
F13-001 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Stairs By Elevator Entrance
F13-002 2044		Simplex		Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Stairway By Elevator
F13-003 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Elevator Exit/Entrance (Ir)
F13-004 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Hallway at 100 Restroom
F13-005 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	100 Hallway By Girl's Restroom
F13-006 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	100 Hallway By Boy's Restroom
F13-007 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	100 Hallway
F13-008 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 110

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F13-009 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 111 Storage
F13-010 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 109
F13-011 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	100 Hallway
F13-012 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 100, Hallway Building Entrance/Exit
F13-013 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 101
F13-014 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 102 Storage
F13-015 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 103
F13-016 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 105 Storage
F13-017 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 104 Computer Lab
F13-018 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 106 Tech. Ed Lab
F13-019 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 108 Storage
F13-020 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 107
F13-021 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	100 Hallway, Bldg. Entrance/Exit Summit Ave
F13-022 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 117 Work Room
F13-023 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Teachers Lounge

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F13-024 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Restroom Across From Teacher Lounge
F13-025 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Men's Restroom at Teachers Lounge
F13-026 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Women's Restroom Faculty Lounge
F13-027 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 126 Office Admin Area
F13-028 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 122 Main Office
F13-029 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 118 Nurse Station
F13-030 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 120 Health Room Restroom
F13-031 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 120 Health Room
F13-032 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 125 Main Office/Admin Area
F13-033 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 123 V.P. Office
F13-034 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Hallway By Room 129 By Admin Area
F13-035 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 127 Admin Area
F13-036 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 127 Hallway
F13-037 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 133 Records
F13-038 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 134 Guidance Area
F13-039 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 135 Guidance Area

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F13-040 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 136 Guidance Area
F13-041 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Guidance Hallway
F13-042 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 138 Guidance
F13-043 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 137 Conference Area
F13-044 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Hallway at Room 137
F13-045 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Main Hallway at Office Area
F13-046 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Main Hallway at Office Area
F13-047 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	1st. Floor Stairway #1
F13-048 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Cafe/Hallway
F13-049 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 142
F13-050 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Boiler Room
F13-051 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	CafeteriaHallway
F13-052 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Cafeteria Hallway Boy's Restroom
F13-053 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	CafeteriaHallway Girl's Restroom
F13-054 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	CafeteriaHallway
F13-055 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	CafeteriaHallway

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F13-056 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Cafeteria
F13-057 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Cafeteria
F13-058 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Cafeteria
F13-059 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Kitchen Restroom
F13-060 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Kitchen Locker Room
F13-061 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Kitchen Serving Line
F13-062 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Kitchen
F13-063 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Kitchen at Walk-Ins
F13-064 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 150A Storage
F13-065 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 150 Dry Storage
F13-066 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 619 Dry Goods
F13-067 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Serving, Kitchen Area
F13-068 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Serving, Kitchen Area
F13-069 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Stairwell #4
F13-070 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Cafeteria
F13-071 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Cafeteria

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F13-072 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 155 Music
F13-073 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Stairwell at Room 155
F13-074 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Stairwell at Room 155
F13-075 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	300 Hallway at Room 300
F13-076 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 300
F13-077 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 301
F13-078 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	300 Hallway at Girl's Restroom
F13-079 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	300 Hallway Boy's Restroom
F13-080 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Gym
F13-081 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Gym
F13-082 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 601 Parks/Recs
F13-083 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 600 Parks/Recs Classroom
F13-084 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Boy's Locker Room
F13-085 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Boy's Locker Room
F13-086 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Boy's Locker Room
F13-087 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Boy's Locker Room

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F13-088 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Boy's Shower Room
F13-089 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Boy's Locker Room Restroom
F13-090 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 326 PE Men's Restroom
F13-091 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 326A
F13-092 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 326
F13-093 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 326 PE Women's Restroom
F13-094 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Girl's Locker Room
F13-095 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Girl's Locker Room
F13-096 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Girl's Locker Room
F13-097 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Girl's Locker Room
F13-098 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Girl's Locker Room Shower
F13-099 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Girl's Locker Room Restroom
F13-100 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Gym
F13-101 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Gym
F13-102 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 314 Gym Storage
F13-103 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 315 Gym Storage

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F13-104 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Stage
F13-105 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 309
F13-106 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	300 Hallway Ramp at Top
F13-107 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Gym Ramp Hallway To 300 Ramp
F13-108 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Gym Ramp Hallway To 300 Ramp
F13-109 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	300 Hallway Ramp at Bottom
F13-110 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 308, Aka 662
F13-111 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	300 Hallway at Ramp Bottom
F13-112 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	306A Pent/House/@Bottom/ Stairs
F13-113 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	300 Hallway/100 Hallway By Room 158
F13-114 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 158
F13-115 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 159
F13-116 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 162
F13-117 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 163
F13-118 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 164 Storage

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F13-119 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	100 Hallway Between Room 163/165
F13-120 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	100 Hallway at Room 169
F13-121 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 169
F13-122 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 166
F13-123 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 167
F13-124 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 170
F13-125 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Hallway at Rooms 170/172
F13-126 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 168
F13-127 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	100 Hallway at Room 172
F13-128 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 172 Maintenance
F13-129 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 172 Pump
F13-130 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 172B Emg/Gen Room
F13-131 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 173 Electrical Room
F13-132 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 171
F13-133 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	300 Hallway at 171
F13-134 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Stairway #3

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F13-135 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	100 Hallway at Stairwell 3
F13-136 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 613 Storage
F13-137 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	100 Hallway At 613
F13-138 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 614
F13-139 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 605
F13-140 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 609
F13-141 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 610
F13-142 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	100 Hallway at 606/610
F13-143 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 606
F13-144 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	100 Hallway at 607/611
F13-145 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 611
F13-146 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 607
F13-147 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 612
F13-148 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 615
F13-149 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 608
F13-150 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	100 Hallway/Main Hallway

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F13-151 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 616 Storage
F13-152 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	300 Hallway at Hallway Gate
F13-153 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Stairway By Elevator On 2nd Floor
F13-154 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Stairway By Elevator On 2nd Floor
F13-155 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	200 Hallway at Room 242, Storage
F13-156 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	200 Hallway Men's Restroom At 242
F13-157 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 248
F13-158 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 140 Custodial Closet
F13-159 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 245 Storage
F13-160 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 246 Mechanical Room
F13-161 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 241 Storage
F13-162 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 240 Mechanical Room
F13-163 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 239, Girl's Restroom
F13-164 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 238
F13-165 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	200 Hallway at Room 238
F13-166 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 236

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F13-167 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 235
F13-168 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	200 Hallway at Room 234
F13-169 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 234 Staff Lounge
F13-170 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Stairwell #1 at Top Landing
F13-171 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	200 Hallway at Room 249
F13-172 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 249
F13-173 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 250
F13-174 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	200 Hallway Across From Room 250
F13-175 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	200 Hallway at Girl's Restroom
F13-176 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	200 Hallway at Girl's Restroom
F13-177 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Faculty Restroom
F13-178 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Media Hallway
F13-179 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	200 Hallway at Room 211
F13-180 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 211
F13-181 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 212 Prep Room
F13-182 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	200 Hallway at Room 213

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F13-183 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 213
F13-184 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 214
F13-185 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 214
F13-186 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 215
F13-187 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 216
F13-188 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	200 Hallway at Stairway #4
F13-189 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 218
F13-190 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 217
F13-191 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	200 Hallway at Room 217
F13-192 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	200 Hallway at Room 208
F13-193 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 208
F13-194 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 207 Prep Room
F13-195 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Media Hallway
F13-196 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Faculty Restroom
F13-197 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Media Hallway Boy's Restroom
F13-198 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Hallway at Room 205

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F13-199 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	200 Hallway at Room 228
F13-200 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 216
F13-201 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 220
F13-202 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 221
F13-203 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	200 Hallway at Room 223
F13-204 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Stairway at Room 222
F13-205 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 222
F13-206 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 223
F13-207 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 224
F13-208 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 225
F13-209 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 226
F13-210 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 227 Prep Room
F13-211 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 228
F13-212 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 229
F13-213 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 230
F13-214 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	200 Hallway at 232

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F13-215 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 232
F13-216 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 231
F13-217 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Stairway Entrance at Room 230
F13-218 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 205
F13-219 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 204
F13-220 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 203 Hub Room
F13-221 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Media Office
F13-222 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Media
F13-223 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Media
F13-224 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 257 Main Penthouse
F13-225 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 257 Main Penthouse
F13-226 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 257 Main Penthouse
F13-227 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 257 Main Penthouse
F13-228 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 257 Main Penthouse
F13-229 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 306A Penthouse
F13-230 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Room 623 Penthouse

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F13-231 2044				Thurmont Middle	Alarm Notification Device (Strobe, and/or Horn)	Outside Storage Door Cc
F14M-01 2044		Simplex		Thurmont Middle	Manual Pull Stations	Boiler Room
F14M-02 2044		Simplex		Thurmont Middle	Manual Pull Stations	Stair 507
F14M-03 2044		Simplex		Thurmont Middle	Manual Pull Stations	Stair 507
F14M-04 2044		Simplex		Thurmont Middle	Manual Pull Stations	Room 138
F14M-05 2044		Simplex		Thurmont Middle	Manual Pull Stations	Room 136
F14M-06 2044		Simplex		Thurmont Middle	Manual Pull Stations	Main Hallway
F14M-07 2044		Simplex		Thurmont Middle	Manual Pull Stations	Main Hallway
F14M-08 2044		Simplex		Thurmont Middle	Manual Pull Stations	Main Stairway
F14M-09 2044		Simplex		Thurmont Middle	Manual Pull Stations	Cafeteria
F14M-10 2044		Simplex		Thurmont Middle	Manual Pull Stations	Cafeteria
F14M-11 2044		Simplex		Thurmont Middle	Manual Pull Stations	Cafeteria
F14M-12 2044		Simplex		Thurmont Middle	Manual Pull Stations	Cafeteria
F14M-13 2044		Simplex		Thurmont Middle	Manual Pull Stations	Cafeteria
F14M-14 2044		Simplex		Thurmont Middle	Manual Pull Stations	Room 609
F14M-15 2044		Simplex		Thurmont Middle	Manual Pull Stations	CafeteriaHallway
F14M-16 2044		Simplex		Thurmont Middle	Manual Pull Stations	Kitchen
F14M-17 2044		Simplex		Thurmont Middle	Manual Pull Stations	Room 612
F14M-18 2044		Simplex		Thurmont Middle	Manual Pull Stations	Stair 505
F14M-19 2044		Simplex		Thurmont Middle	Manual Pull Stations	Stair505
F14M-20 2044		Simplex		Thurmont Middle	Manual Pull Stations	Stair 505
F14M-21 2044		Simplex		Thurmont Middle	Manual Pull Stations	Room 173
F14M-22 2044		Simplex		Thurmont Middle	Manual Pull Stations	Room 172
F14M-23 2044		Simplex		Thurmont Middle	Manual Pull Stations	Room 172B
F14M-24 2044		Simplex		Thurmont Middle	Manual Pull Stations	Room 172A
F14M-25 2044		Simplex		Thurmont Middle	Manual Pull Stations	Room 165
F14M-26 2044		Simplex		Thurmont Middle	Manual Pull Stations	Room 163
F14M-27 2044		Simplex		Thurmont Middle	Manual Pull Stations	Room 162
F14M-28 2044		Simplex		Thurmont Middle	Manual Pull Stations	Room 158
F14M-29 2044		Simplex		Thurmont Middle	Manual Pull Stations	Room 155
F14M-30 2044		Simplex		Thurmont Middle	Manual Pull Stations	Stair 501

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F14M-31 2044		Simplex		Thurmont Middle	Manual Pull Stations	Gym Hallway
F14M-32 2044		Simplex		Thurmont Middle	Manual Pull Stations	Gym Hallway
F14M-33 2044		Simplex		Thurmont Middle	Manual Pull Stations	Gym Hallway
F14M-34 2044		Simplex		Thurmont Middle	Manual Pull Stations	Gym Hallway
F14M-35 2044		Simplex		Thurmont Middle	Manual Pull Stations	Gym Hallway
F14M-36 2044		Simplex		Thurmont Middle	Manual Pull Stations	Gym Hallway
F14M-37 2044		Simplex		Thurmont Middle	Manual Pull Stations	Gym Hallway
F14M-38 2044		Simplex		Thurmont Middle	Manual Pull Stations	Aka 622
F14M-39 2044		Simplex		Thurmont Middle	Manual Pull Stations	Room 309
F14M-40 2044		Simplex		Thurmont Middle	Manual Pull Stations	Gym
F14M-41 2044		Simplex		Thurmont Middle	Manual Pull Stations	Gym
F14M-42 2044		Simplex		Thurmont Middle	Manual Pull Stations	Gym
F14M-43 2044		Simplex		Thurmont Middle	Manual Pull Stations	Gym
F14M-44 2044		Simplex		Thurmont Middle	Manual Pull Stations	Room 600
F14M-45 2044		Simplex		Thurmont Middle	Manual Pull Stations	Girl's Locker Room
F14M-46 2044		Simplex		Thurmont Middle	Manual Pull Stations	Boy's Locker Room
F14M-47 2044		Simplex		Thurmont Middle	Manual Pull Stations	Summit Street Exit
F14M-48 2044		Simplex		Thurmont Middle	Manual Pull Stations	Stair 509
F14M-49 2044		Simplex		Thurmont Middle	Manual Pull Stations	Exit Room 100
F14M-50 2044		Simplex		Thurmont Middle	Manual Pull Stations	Stair 501
F14M-51 2044		Simplex		Thurmont Middle	Manual Pull Stations	Stair 503
F14M-52 2044		Simplex		Thurmont Middle	Manual Pull Stations	Stair 507
F14M-53 2044		Simplex		Thurmont Middle	Manual Pull Stations	Main Stairway
F14M-54 2044		Simplex		Thurmont Middle	Manual Pull Stations	Stair 505
F14M-55 2044		Simplex		Thurmont Middle	Manual Pull Stations	Media Hallway
F14M-56 2044		Simplex		Thurmont Middle	Manual Pull Stations	Media Hallway
F14M-57 2044		Simplex		Thurmont Middle	Manual Pull Stations	Penthouse 257
F14M-58 2044		Simplex		Thurmont Middle	Manual Pull Stations	Penthouse 257
F14TS-01 2044				Thurmont Middle	Tamper Switch	Room 172A Fire Pump Room
F14TS-02 2044				Thurmont Middle	Tamper Switch	Room 172A Fire Pump Room

Name	Serial No	Make	Model	SiteName	Description	CF_Area-Room number
F14TS-03 2044				Thurmont Middle	Tamper Switch	Room 172A Fire Pump Room
F14TS-04 2044				Thurmont Middle	Tamper Switch	Room 172A Fire Pump Room
F14TS-05 2044				Thurmont Middle	Tamper Switch	Room 172A Fire Pump Room
F14TS-06 2044				Thurmont Middle	Tamper Switch	Room 172A Fire Pump Room
F14TS-07 2044				Thurmont Middle	Tamper Switch	Room 172A Fire Pump Room
F14TS-08 2044				Thurmont Middle	Tamper Switch	Room 172A Fire Pump Room
F14TS-09 2044				Thurmont Middle	Tamper Switch	Room 172A Fire Pump Room
F14TS-10 2044				Thurmont Middle	Tamper Switch	Room 172A Fire Pump Room
F14TS-11 2044				Thurmont Middle	Tamper Switch	Room 172A Fire Pump Room
F15-01 2044				Thurmont Middle	Main Fire Alarm Panel	Room 172
F15A-01 2044				Thurmont Middle	Fire Annunciator Panel	Lobby
F15B-01 2044				Thurmont Middle	Fire Alarm Booster Panel	Room 172
F15B-02 2044				Thurmont Middle	Fire Alarm Booster Panel	Room 172
F15B-03 2044				Thurmont Middle	Fire Alarm Booster Panel	Room 172
F15B-04 2044				Thurmont Middle	Fire Alarm Booster Panel	Room 306 MDF
F15B-05 2044				Thurmont Middle	Fire Alarm Booster Panel	Elec. Closet by 208
F15C-01 2044				Thurmont Middle	Fire Alarm Audio Notification (microphone)	Room 172
F16-01 2044		Honeywell	4110DAC	Thurmont Middle	Communicator (Dialer)	Room 172