

ADDENDUM NO. 3, ISSUED APRIL 8, 2011

BID NO. 611-003

PROJECT TITLE: COLLEGE-WIDE ROOF REPAIRS

NEW SUBMISSION DATE AND TIME: by 3:00 pm on April 13, 2011

MONTGOMERY COLLEGE
Procurement Office
900 Hungerford Drive
Room 110
Rockville, Maryland 20850

ADDENDUM FOR THE PURPOSE OF THE FOLLOWING:

To extend the submission date and time FROM: by 3:00 pm on April 12, 2011 TO:

NEW SUBMISSION DATE AND TIME: by 3:00 pm on April 13, 2011

All else remains unchanged.

Date: April 8, 2011

Purchasing Agent: Michele Paul


Receipt acknowledged by return of signed copy with the Bid Form.

Bidder's Signature

Company Name

Title

Date



Dr. Janet Wormack
Director of Procurement

ADDENDUM NO. 2, ISSUED APRIL 7, 2011

BID NO. 611-003

PROJECT TITLE: COLLEGE-WIDE ROOF REPAIRS

SUBMISSION DATE AND TIME: by 3:00 pm on April 12, 2011

MONTGOMERY COLLEGE
Procurement Office
900 Hungerford Drive
Room 110
Rockville, Maryland 20850

ADDENDUM FOR THE PURPOSE OF THE FOLLOWING:

Item 2-1 - Add Existing Roof Manufacturer Information for the Paul Peck Art Building.

Section 01010 – Summary of Work, Page 3, Part Three, Article 3.02, Item 2, Bullet “a”. Add new sentence to end of paragraph and the new sentence shall read:

“The existing roof is warranted by Tamko Building Products. Roof insulation is asphalt adhered Polyisocyanurate/perlite, 2” thickness. The contractor shall be Tamko approved applicator to maintain the warranty.”

Item 2-2 - Delete Painting Work for Vertical Sections of Standing Seam Metal Panels at Fly Gallery Tower at Robert E Parilla Performing Arts Center.

Section 01010 – Summary of Work, Page 3, Part Three, Article 3.02, Item 2, Bullet “c”. Add new sentence to end of paragraph and the new sentence shall read:

“The standing seam metal panels at fly gallery tower do not require painting.”

Item 2-3 - Add Required New Roof System Information for Mannakee Building Roof Section B.

Section 01010 – Summary of Work, Page 3, Part Three, Article 3.02, Item 2, Bullet “e”. Add new sentence to end of paragraph and the new sentence shall read:

“New roof and membrane flashings shall consist of two plies of Cold Applied Fire Rated Modified Bitumen Membrane by Firestone adhered directly to the structural deck. Top ply to be granular surfaced. New sheet metal flashings shall be stainless steel.”

Item 2-4 - Add Existing Roof Manufacturer Information for Health Sciences Center Roof Section B.

Section 01010 – Summary of Work, Page 4, Part Three, Article 3.02, Item 3, Bullet ‘i’. Add new sentence to end of paragraph and the new sentence shall read:

“The existing roof is warranted by Firestone Building Products. Roof insulation is asphalt adhered polyisocyanurate/perlite, 2 inches thickness. The contractor shall be Firestone approved applicator to maintain the warranty.”

Item 2-5 - Delete Gutter Repair from Takoma Park/Silver Spring Campus Roof Repair Scope.

Section 01010 – Summary of Work, Pages 3 & 4, Part Three, Article 3.02, Item 3, Bullets ‘a – j’.

“Delete all references to missing/damaged gutter repairs.”

Item 2-6 - Delete Topping Off Pitch Pockets from Takoma Park/Silver Spring Campus Roof Repair Scope.

Section 01010 – Summary of Work, Pages 3 & 4, Part Three, Article 3.02, Item 3, Bullets ‘a’, ‘c’, ‘e’, ‘f’, & ‘j’.

“Delete all references to topping off pitch pockets.”

ADDENDUM NO. 2
BID NO. 611-003 COLLEGE-WIDE ROOF REPAIRS

Item 2-7 - Delete Base Flashing Repair at Falcon Hall.

Section 01010 – Summary of Work, Page 4, Part Three, Article 3.02, Item 3, Bullet ‘b’.
Delete 3rd sentence – “Repair deteriorated seams at membrane base flashing, as needed.”

Item 2-8 - Include All Metal Coping Work at Falcon Hall Roof Section C.

Section 01010 – Summary of Work, Page 4, Part Three, Article 3.02, Item 3, Bullet ‘b’.
Replace last sentence. The new sentence shall read:
“Remove and replace all metal coping at Roof Area C.

Item 2-9 - Include All Base Flashing Seam Repair in Roof Section A at Science South.

Section 01010 – Summary of Work, Page 4, Part Three, Article 3.02, Item 3, Bullet ‘e’, second sentence:
Change the wording “as needed” to “all”.

Item 2-10 - Include Painting of All Vertical Standing Seam Panels at P1, P2, P3, NP & MP in Scope of Work.

Section 01010 – Summary of Work, Pages 4 & 5, Part Three, Article 3.02, Item 3, Bullets ‘c’, ‘f’, ‘g’, ‘h’ & ‘j’:
Include vertical standing seam panels, vertical screen wall panels, vertical screen wall copings, & gutters in the prep and coat metal roof scope of work.

Item 2-11 - Include Painting of a Small Shed Roof Behind P3 to Scope of Work.

Section 01010 – Summary of Work, Pages 4, Part Three, Article 3.02, Item 3, Bullet ‘h’:
Add a new sentence to the paragraph. The new paragraph shall read:
“Prep and coat small metal shed roof behind P3.”

Item 2-12 - Include Painting of Gutters at Falcon Hall & Resource Center to Scope of Work.

Section 01010 – Summary of Work, Pages 4, Part Three, Article 3.02, Item 3, Bullets ‘b’ & ‘d’:
Add new sentence to end of the paragraphs. The new paragraph shall read:
“Prep and coat all metal gutters.”

Date: April 7, 2011

Purchasing Agent: Michele Paul

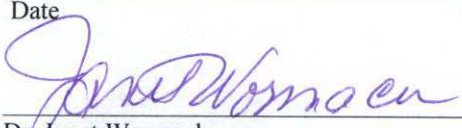
Receipt acknowledged by return of signed copy with the Bid Form.

Bidder's Signature

Company Name

Title

Date



Dr. Janet Wormack
Director of Procurement

ADDENDUM NO. 1, ISSUED APRIL 1, 2011

BID NO. 611-003

PROJECT TITLE: COLLEGE-WIDE ROOF REPAIRS

SUBMISSION DATE AND TIME: April 12, 2011, 3:00 pm

MONTGOMERY COLLEGE
Procurement Office
900 Hungerford Drive
Room 110
Rockville, Maryland 20850

ADDENDUM FOR THE PURPOSE OF THE FOLLOWING:

Item 1-1 Change the Deadline for Technical Questions

00101 – Request for Bid, seventh paragraph, delete first sentence. The new first sentence shall read:
“All technical questions shall be directed, in writing, no later than **5:00 PM on April 7, 2011**, to Eric Koh, AIA, College Architect, **Phone: 240-567-7364 Fax: 240-567-7379 E-mail: eric.koh@montgomerycollege.edu.**”

Item 1-2 Change the Fee Amount for the Purchase of Plans

00200 – Instructions to Bidders, page 3, Section 6.2, delete second sentence. The new second sentence shall read:
“Payment of a non-refundable fee in the amount of \$40, plus any applicable delivery charges, is required.”

Item 1-3 Change the Deadline for Technical Questions

00200 – Instructions to Bidders, page 4, delete Section 8.3. The new section 8.3 shall read:
“Requests for clarifications by Bidders must be submitted in writing no later than **5:00 PM on April 7, 2011.**”

Item 1-4 Replace Bid Form Page 2 with NEW Bid Form Page 2

00410 – Bid Form, delete page 2. Part 4, delete reference to Science & Applied Studies Building Clay Tile Roof replacement. Replace it with attached new page 2.

THE FOLLOWING ADDITION DOES NOT CHANGE ANY REQUIREMENT OF THE BID.

Add Site Visit Information

The following site visits have been scheduled:

1. Monday, April 4th of the Rockville and Germantown campuses. Bidders to meet at 9:00 am at the Office of Central Facilities, 40 West Gude Drive, Rockville, Maryland 20850.
2. Tuesday, April 5th of the Takoma Park/Silver Spring Campus. Bidders to meet at 9:00 am at the Student Services Bldg, 7625 Fenton Street, Takoma Park, Maryland 20912.

Any additional site visit should be scheduled by contacting Eric Koh, College Architect, Phone 240-567-7364, or E-mail: eric.koh@montgomerycollege.edu

END OF ADDENDUM NO. 1

PART 4 - BASE BID: (State amounts in both words and numbers)

The proposed total contract amount to complete the College-wide Roof Repair Project at the Germantown, Rockville, and Takoma Park/Silver Spring Campuses, including the cost associated with Performance, Labor and Material Payment Bonds, and including the cost associated with any Separately Identified Price if requested in Part 5 below, in accordance with the Contract Documents, and having examined both the Place of the Work and all matters referred to in the Bid Documents, is:

Base Bid:

(In Words): _____ Dollars

(In Numbers): \$ _____

PART 5 - SPECIAL PRICING REQUIREMENTS: (NOT USED)**PART 6 - BID SURETY (Applies to Base Bid Amounts Greater than \$100,000)**

- A. The bid surety attached in the sum of _____ Dollars (\$ _____) is to become the property of the College in the event the Contract and Bond are not executed with the time set forth, as liquidated damages for the delay and additional expense to the College caused thereby.
- B. The undersigned includes the following submissions as part of the Bid Form:
- Bid Bond (AIA Document A310-2010, "Bid Bond")
Bonding Company Letter

PART 7 - ACCEPTANCE OF BIDS

The undersigned acknowledges the right of the College in its sole discretion to accept any Bid or to reject any or all Bids.

PART 8 - BIDDER'S PROJECT REFERENCES

The Bidder shall list at least three projects of similar scope, size and complexity. At least two of the project sites are to be within the Metropolitan Baltimore-Washington area. The referenced work shall have been completed within the last five years. Provide a brief description of the scope of work. Please make sure your references and contact persons are current. Use separate sheets if necessary and include with your submission. These will become part of the contract.

Date: April 1, 2011

Purchasing Agent: Michele Paul

Receipt acknowledged by return of signed copy with the Bid Form.

Bidder's Signature

Company Name

Title

Date



Dr. Janet Wormack
Director of Procurement

611-003
College-wide Roof Repairs
April 1, 2011

Bid No. 611-003

College-wide Roof Repair

**Germantown, Rockville
&
Takoma Park/Silver Spring Campuses**

**Montgomery College
Maryland**

**Date: March 11, 2011
Montgomery College
Office of Central Facilities
40 W. Gude Drive
Suite 200
Rockville, MD 20850**

This Page is Intentionally Left Blank

**College-wide Roof Repair
Germantown, Rockville, & Takoma Park/Silver Spring Campuses**

TABLE OF CONTENTS

INTRODUCTORY INFORMATION

00001	Cover Page
00010	Table of Contents
00015	List of Drawings

BIDDING REQUIREMENTS

00101	Request for Bid
00200	Instructions to Bidders
00210	Supplementary Bid Information and Conditions
00211	Required Submissions
00410	Bid Form
00431	Bid Bond
00451	Contractor's Qualification Statement
00453	Minority Participation Form
00454	Procurement Office Questionnaire
00455	Metropolitan Washington Council of Government Rider Clause

CONTRACTING REQUIREMENTS

00520	Sample Contract Between Montgomery College and Contractor
00611	Montgomery College Standard Performance Bond
00612	Payment Bond
00621	Application and Certificate for Payment
00700	Montgomery College General Conditions

TECHNICAL SPECIFICATION SECTIONS

01010	Summary of Work
01015	Workmanship Guarantee
01300	Submittals
01310	Construction Schedule
01320	Progress Reports
01400	Quality Control System
01500	Construction Facilities & Temporary Controls
01701	Contract Closeout
01710	Cleaning
01720	Project Record Documents
02050	Roof Demolition
07240	Roof Insulation
07560	Roof Repair
07620	Related Sheet Metal
07920	Sealant & Caulking

09900 Painting

END OF TABLE OF CONTENTS

**College-wide Roof Repair
Germantown, Rockville, & Takoma Park/Silver Spring Campuses**

LIST OF DRAWINGS

HS-G	Humanities & Social Sciences Building Roof Plan
HT-G	High Technology & Science Center Roof Plan
SA-G	Science & Applied Studies Building Roof Plan
AR-R	The Paul Peck Art Building Roof Plan
CC-R	Campus Center Roof Plan
MK-R	Mannakee Building Roof Plan
MU-R	Music Building Roof Plan
PA-R	Robert E Parilla Performing Arts Center Roof Plan
CA-T	Communication Arts Center Roof Plan
FH-T	Falcon Hall Roof Plan
HC-T	Health Sciences Center Roof Plan
MP-T	Mathematics Pavilion Roof Plan
NP-T	North Pavilion Roof Plan
P1-T	Pavilion One Roof Plan
P2-T	Pavilion Two Roof Plan
P3-T	Pavilion Three Roof Plan
RC-T	Resource Center Roof Plan
SS-T	Science South Roof Plan

END OF LIST OF DRAWINGS

This Page is Intentionally Left Blank



Procurement Office, Administrative Center
900 Hungerford Drive, Room 110
Rockville, Maryland 20850
Phone: (240) 567-5292

REQUEST FOR BID

No. 611-003

DATE ENTERED	BID CLASS	PAGE	of
--------------	-----------	------	----

THIS IS NOT AN ORDER

MONTGOMERY COLLEGE
Germantown, Rockville, & Takoma Park/Silver Spring Campuses

College-wide Roof Repair

BID NUMBER 611-003

Bids are being solicited for the College-wide Roof Repair Project on Germantown, Rockville, & Takoma Park/Silver Spring Campuses. Bids must either be mailed or hand delivered to the Procurement Office (Room 110) of Montgomery College at 900 Hungerford Dr., Rockville, Maryland 20850 on or before the date and time defined below. Bids will not be accepted if received after the opening time and date specified, or if sent by facsimile or electronic mail. Bids will be opened publicly at the date and time indicated below. Contractors do not need to be present at the bid opening.

THIS BID WILL BE ACCEPTED UNTIL THE CLOSING TIME OF 3:00 PM LOCAL TIME ON April 12, 2011.

Bid offer must remain valid for ninety (90) calendar days. Prices must remain firm for the duration of the term of the contract. All required submissions must accompany each proposal.

A Pre-Bid Conference will be held on April 1, 2011 at 1:00 p.m. in Suite 200, 40 West Gude Drive, Rockville, MD 20850. Site inspection will be conducted after the conclusion of the Pre-bid Conference. Attendance by all bidders is strongly encouraged.

The bid documents may be obtained at Montgomery College's Office of Central Facilities, 40 West Gude Drive, Suite 200, Rockville, MD 20850 on or after March 21, 2010. Contractors are advised that each set of bid documents (drawings and specifications) will cost \$40 plus any applicable delivery charges. Electronic bid documents in PDF format may be obtained by downloading the file from the Procurement Office website <http://www.montgomerycollege.edu/departments/procure/> at no charge on March 11, 2011.

All procurement questions shall be directed to Michele Paul, Purchasing Agent at michele.paul@montgomerycollege.edu.

All technical questions shall be directed, in writing, no later than 5:00 PM on April 5, 2011, to Eric Koh, AIA, College Architect, Phone: 240-567-7364 Fax: 240-567-7379 E-mail: eric.koh@montgomerycollege.edu. Only answers provided via an addendum issued by the College will be binding.

BID AND PERFORMANCE SECURITY REQUIREMENTS: 10% Bid Bond & 100% Performance, Labor and Material Payment Bonds.

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

NO ALLOWANCES SHALL BE MADE TO THE SUCCESSFUL BIDDER, AT A LATER DATE, FOR ADDITIONAL WORK REQUIRED BECAUSE OF HIS/HER FAILURE TO INSPECT THE PROJECT SITE.

IMPORTANT: YOUR BID WILL BE JEOPARDIZED IF ANY PORTION OF THIS INQUIRY IS NOT COMPLETE. NO BID/PROPOSAL WILL BE ACCEPTED AFTER THE DATE AND TIME STATED ABOVE.

Janet Wormack
Director of Procurement

CONDITIONS AND INSTRUCTIONS

1. **ADDITIONAL ORDERS:** Unless it is specifically stated to the contrary in the bid response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.
2. **APPLICABLE LAW:** This contract shall be construed and interpreted according to Maryland law.
3. **ASSURANCE OF NON-CONVICTION OF BRIBERY:** The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal government.
4. **AUDIT:** Bidder shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued from this solicitation. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of bidder and any subcontractor involving transactions related to this Agreement during the term of this Agreement and for a period of three (3) years after final payment under this Agreement.
5. **AWARD CONSIDERATIONS:** Awards of this bid will be made to the lowest responsible bidder conforming to specifications with consideration being given to quantities involved, time required for delivery, purpose for which required, responsibility of bidder and its ability to perform satisfactorily with consideration to any previous performance for Montgomery Community College. A bid may be awarded at the sole discretion of the College in the best interest of the College. Prompt payment discounts will not be considered in bid evaluation. All discounts other than prompt payment are to be included in bid price.
6. **BID AND PERFORMANCE SECURITY:** If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery Community College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Director of Procurement deems the failure to be nonsubstantial. Such bid bonds or checks will be returned to all except the three (3) lowest bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful bidder(s) within fortyeight (48) hours after receipt of the performance bond.
7. **BRAND NAMES:** Brand name materials used in these specifications are known and acceptable. Bids including proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the bidder, and proof must be to the College's satisfaction.
8. **COMPLIANCE WITH LAWS:** Bidder agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, bi-county, regional and local laws, ordinances, rules and regulations in effect as of the date of this Agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.
9. **CONTINGENT FEES:** Bidder hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the bidder, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of a contract as a result of this solicitation.
10. **DELIVERY AND PACKING:** All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful bidder to the designated location as indicated on the Montgomery Community College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. **DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.**
11. **DELIVERY OF BIDS:** Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. **NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED.** Late bids will be returned to the bidder unopened. Bids submitted by mail must be addressed to the Procurement Office, Montgomery College, P.O. Box 1006, Rockville, Maryland 20850, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College Central Administrative Center, Room 110, 900 Hungerford Drive, Rockville, Maryland 20850.
12. **DISPUTES:** Any dispute arising under a contract awarded as a result of this bid which is not disposed of by agreement shall be decided by the President of the College or designee. Pending the final decision of the dispute, contractor shall proceed with the contract performance. Nothing hereunder shall be interpreted to preclude the parties from seeking after completion of the contract any and all remedies provided by law.
13. **ERRORS IN BIDS:** Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after bid opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the bidder must be evident on the face of the bid.
14. **HAZARDOUS AND TOXIC SUBSTANCES:** Bidder must comply with all applicable Federal, State, County and bi-county laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the College with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.
15. **INSPECTION OF PREMISES:** If a site visit is recommended or required, each bidder is responsible to visit the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s) involved. No allowance will be made to the successful bidder, at a later date, for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.
16. **INSURANCE:** If a contract results from this bid, the contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.
17. **MARYLAND PUBLIC INFORMATION ACT:** Bidder recognizes that the College is subject to the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.
18. **NON-ASSIGNMENT AND SUBCONTRACTING:** Bidder shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by bidder with any other party for furnishing the services to be performed under a contract issued from this solicitation without the written approval of the College. These provisions will not be taken as requiring the approval of the contract of employment between bidder and its personnel.
19. **NON-COLLUSION:** Bidder certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within bid or offer is submitted.
20. **NON-DISCRIMINATION:** Bidder assures the College that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sex, race, age, color, creed, national origin, religious belief, handicap, marital status, or status as a disabled veteran or veteran of the Vietnam era. Bidder further agrees to post in conspicuous places notices setting forth the provisions of the nondiscrimination clause and to take affirmative action to implement the provisions of this section. Bidder further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
21. **PATENTS:** Bidder guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the College, its trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.
22. **PREPARATION OF BID:** Bids submitted must be hand signed by an authorized agent of the company submitting the bid. Notification of award will be made by "Notice of Intent to Award" and/or purchase order. A bidder may attach a letter of explanation to the bid for clarification. Bidders will be required, if requested by Montgomery Community College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any bidder's place of business prior to award of contract to determine bidder responsibility.
23. **PRODUCT TESTING DURING TERM OF CONTRACT:** Goods delivered under any contract resulting from this Request for Bid may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the vendor.
24. **RECORD RETENTION:** If awarded a contract, vendor shall maintain books and records relating to the subject matter of this Agreement, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this Agreement.
25. **REJECTIONS AND CANCELLATIONS:** Montgomery Community College reserves the right to accept or reject any or all bids in whole or in part for any reason. The College reserves the right to waive any informalities and to make awards in the best interest of the College. The College also reserves the right to reject the bid of any bidder who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this bid. The College may cancel this solicitation in whole or in part, in its sole discretion.
26. **RIDER PROVISION FOR MONTGOMERY COUNTY PUBLIC SCHOOLS AND MONTGOMERY COUNTY:** The bidder agrees when submitting the bid that it will make available to every office and department of the Montgomery County Public Schools and the Montgomery County Government the same bid prices, terms and conditions offered during the term of contract. Orders will be placed directly by these agencies. There will be no penalty if bidder notes exception to this provision in the bid offered.
27. **SAMPLES AND CATALOG CUTS:** If samples are required, bidder shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No. ____" and each sample shall be tagged or marked. Failure of the bidder to clearly identify samples as indicated may result in rejection of bid. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.
28. **SIGNATURE:** Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the bid and contract, including the bid summary, copy of contract, and purchase order, will be mailed or delivered to the address shown on the bid. **NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.**
29. **TAXES:** The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. Bidder shall be responsible for the payment of any and all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes.
30. **TERMINATION BASED ON LACK OF FUNDING:** Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the College's appropriating authority is deemed to be the Board of Trustees of Montgomery Community College. Insufficient funds shall be grounds for immediate termination of this solicitation.
31. **TERMINATION FOR DEFAULT:** If an award results from this bid, and the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination.
32. **TERMINATION FOR THE CONVENIENCE OF THE COLLEGE:** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Montgomery Community College shall deem that termination is in the best interest of the College. Such determination shall be in the sole discretion of the President. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.
33. **WARRANTY:** Bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The bidder further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at bidder's sole expense.

INSTRUCTIONS TO BIDDERS

Montgomery College

**College-wide Roof Repair
Germantown, Rockville, & Takoma Park/Silver Spring Campuses**

PART 1 - PRE-BID CONFERENCE AND SITE INSPECTION

1.1 A Pre-Bid Conference and Site Inspection will be held on April 1, 2011 at 1:00 P.M. in Suite 200, Room 202, 40 West Gude Drive, Rockville, MD 20850. Attendance by all bidders is strongly encouraged.

1.2 Examination of Existing Conditions:
Bidders are advised to examine and investigate existing site conditions prior to bid. Access to the site and/or College records may be obtained by contacting:

Eric Koh, AIA, College Architect
Phone: 240-567-7364
Fax: 240-567-7379
Montgomery College
Office of Central Facilities
40 West Gude Drive, Suite 200
Rockville, MD 20850

PART 2 - PREPARATION OF BIDS

2.1 Bids must be submitted on the enclosed Bid Form and must include all the attachments listed on the Bid Form. Bids must be signed by an authorized officer of the firm. Blank spaces must be filled in, either in ink or typewritten, both in words and figures. The person signing the bid must initial erasures on or changes to the forms.

2.2 One original and three copies of each bid must be submitted in a sealed envelope. Bidders must copy and paste the following bid envelope sample label on the outside of their envelope for each bid submitted. It is mandatory that the bid envelope label is used or this exact information is provided on the envelope of the sealed bid. Failure to do so may cause the bid to be rejected. Any bid received after the time and date specified, or at a different location than specified above, will not be opened or given consideration.

Bid Envelope Label	
Bid Number:	<u>611-003</u>
Bid Title/Description:	<u>College-wide Roof Repair</u>
Bid Opening Date:	_____
Bid Opening Time:	_____
Bidder's Name:	_____
Bidder's Address:	_____
Bidder's Phone Number:	_____

PART 3 - DELAYED OPENING

- 3.1 If Montgomery College is closed for any reason on the day bid is due, the bid shall be opened on the next business day the College is opened, at the same stated submission time, unless the Bidder is notified otherwise.

PART 4 - WITHDRAWAL OF BIDS

- 4.1 Bidder may not withdraw or modify the bid for ninety (90) calendar days after the bid opening.

The College may require additional time to administer College, County and/or State contract award or other regulatory processes. To accommodate for this possibility, price must remain firm for ninety (90) days from the proposal due date. Anticipated Contract Award date, Notice to Proceed date and project scheduling expectations may be adjusted in concert with this provision. It is the Contractor's sole responsibility to ensure that his/her Proposal response accommodates this requirement.

PART 5 - AWARD OR REJECTION OF BIDS

- 5.1 The contract will be awarded in consideration of Base Bid price and the substantiated ability of the lowest responsible and responsible Bidder to perform the required construction services described in these Bidding Documents. The award will be made subject to the availability of public funds and only if it is in the best interest of the College to accept the bid. The College reserves the following rights to be exercised at the College's sole discretion:

- A. To make such investigation as deemed necessary to determine the qualifications of the Bidder and to determine the ability of the Bidder to perform the work. The Bidder shall furnish to the College all such information and data as the College may request. The College reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the College that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. The College reserves the right to restrict bidding to such Bidders who the College determines are qualified by experience and finances to successfully carry out the Work.
- B. Conditional bids will not be accepted.
- C. To reject any or all bids and to make awards in the best interest of the College, in the name of the Board of Trustees. The College also reserves the right to cancel the Request for Bid.
- D. To accept or reject any item of bid or any alternate prices in the priority order established by the Bid Form.
- E. To consider informal, any bid not prepared or submitted in accordance with the provisions hereof. The College may at its sole discretion waive any informality. A waiver of any provision of the Bidding Documents shall not constitute a waiver of any subsequent breach.
- F. To defer award of the contract for a period of up to ninety (90) calendar days after opening of bids. If no award or other disposition is made, the expiration of the ninety (90) calendar days will constitute rejection of all bids without any further action by the College.

PART 6 - BIDDING DOCUMENTS

- 6.1 Bidding Documents include the Request for Bid, Instructions to Bidders, Information Available to Bidders, Supplementary Information and Conditions, Preliminary Project Schedule, Required Submissions, Bid Form

and attachments thereto, Form of Contract, Performance and Payment Bonds (if required), General Conditions, Specifications, Drawings and all Addenda.

6.2 The Bid Documents may be obtained at Montgomery College's Office of Central Facilities, 40 West Gude Drive, Suite 200, Rockville, MD 20850 on or after March 21, 2011. Payment of a non-refundable fee in the amount of \$10, plus any applicable delivery charges, is required. Electronic Bid Documents in PDF format may be obtained by downloading the file from the Procurement website at <http://www.montgomerycollege.edu/departments/procure/> at no charge on March 11, 2011.

6.3 Bidding Documents will be available for reference at the following locations on or after March 21, 2011:

Montgomery College Office of Central Facilities
40 West Gude Drive, Suite 200
Rockville, Maryland 20850
Attn: Cindy Orelli
Phone No.: 240-567-7363

PART 7 - EXAMINATION OF SITE AND BIDDING DOCUMENTS

7.1 Bid submission shall serve as verification that, at the time of receipt of the bids, the Bidder has inspected the site and has read and is thoroughly familiar with the Bidding Documents (including all Addenda); has examined and finds the Specifications and the Drawings adequate; and agrees that what the Specifications and Drawings require, in any part of the Work, the required result can be produced. Failure or omission of a Bidder to inspect the site or to examine any form, instrument or document shall in no way relieve a Bidder from obligation in respect to his/her Bid.

7.2 Data in the Bidding Documents pertaining to existing conditions is for convenience only and does not supplant obtaining first-hand information at the site. Submission of a Bid shall constitute acceptance by the Bidder of existing site conditions as a part of the requirements for this work.

7.3 Bidders may perform test cuts of the roof to examine the subsurface condition of the roof system on roofs requiring repairs that include removal of the existing roof membrane and/or insulation provided that:

- a) The bidder makes written request of the Owner and obtains written authorization to proceed. Such request shall set forth the date, time and location(s) at which the bidder wishes to make the test cut(s).
- b) Maximum test cut size shall be 12"x12" or 6"x36".
- c) The bidder shall replace sampled material with an equal system in a watertight condition.
- d) By the submission of a written request to make a test cut of the roof, the bidder expressly guarantees the water-tightness of any patching of his test cuts for a period of two (2) years.

PART 8 - INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

8.1 The Bidding Documents should be examined carefully. Should any Bidders find discrepancies or omissions in these Bidding Documents, or be in doubt as to the meaning of any item(s), they should submit requests for clarification, in writing to:

Eric Koh, AIA, College Architect
Phone: 240-567-7364
Fax: 240-567-7379
E-mail: eric.koh@montgomerycollege.edu

- 8.2 Bidders shall be responsible for reviewing and coordinating the submission of clarifications requested by subcontractors or vendors. Clarification requests made directly by subcontractors or vendors will not be accepted by the College.
- 8.3 **REQUESTS FOR CLARIFICATIONS BY BIDDERS MUST BE SUBMITTED IN WRITING NO LATER THAN 5:00 PM ON April 5, 2011.**
- 8.4 Bidders shall not communicate directly with the Architect/Engineer or any of the Architect/Engineer's consultants. No interpretation of the meaning of Bidding Documents will be made to any Bidder orally as oral instruments do not form a part of the Bidding Documents.
- 8.5 The College will review the written questions and requests for clarification, if any, and any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contractor Qualification documents which, if issued, may be obtained by downloading the file from the Procurement Office website <http://www.montgomerycollege.edu/departments/procure/> at no charge.
- 8.6 Notification regarding Addenda posting will be provided by e-mail, to all Bidders who are known by the College to have received a complete set of bid documents and who have provided an accurate current e-mail address. To ensure that an accurate notification attempt can be made, all Bidders are advised to register their contact information with the College to:
- Bid No. 611-003
Attn: Cindy Orelli
Montgomery College Office of Central Facilities
40 West Gude Drive, Suite 200
Rockville, Maryland 20850
Phone No.: 240-567-7363
Fax No. 240-567-7379
- 8.7 It is the Bidder's sole responsibility to ensure receipt of all Addenda. It is highly recommended that the Bidder check the College's website for all posted Addenda prior to submitting their bid. All Addenda shall become part of the contract documents.
- 8.8 Failure of any Bidder to receive any such Addenda or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted.
- 8.9 If conflicts, discrepancies, ambiguities, or omissions in, or between, the Bidding Documents, site conditions, etc., are not brought to the attention of the College during the time for bidding, the interpretation and intent of the Bidding Documents shall be as determined by the College in its sole discretion. In such an instance the decision of the College shall be binding and no claims for extra costs will be entertained.

PART 9 - BID FORMS

- 9.1 Each bid must be submitted on the prescribed forms with all attachments as defined in the BID FORM contained in these Bidding Documents. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. The words "No Bid" in any of the spaces constituting a bid price as well as a qualified bid price may cause the entire bid to be rejected.
- 9.2 Bid shall be signed in longhand below the typed name of the person authorized to bind the Bidder to the contract.

- 9.3 When Bidder is a corporation, bid must be signed with the legal name of the corporation followed by the name of the State of incorporation and the legal signature of a person authorized to bind the corporation to a contract.

PART 10 - BONDS AND CONTRACTS

- 10.1 Each Bidder whose bid price is greater than \$100,000 shall furnish a Bid Bond and Letter of Intent from Bonding Company (provide original and two copies of forms, letters and authorizations) as required below.
- 10.2 Each bid must be accompanied by an original and two copies of a Bid Bond from a surety company authorized to do business in the State of Maryland, acceptable to the College, made payable without condition to the College, for not less than 10% of the amount of the Base Bid, or a cashier's check in the amount of not less than 10% of the Base Bid amount. Upon request, Bid Bonds will be returned to all Bidders after the College and the accepted Bidder have executed a contract, or if no contract has been executed within ninety (90) calendar days after the bid due date, upon demand of the Bidder at any time thereafter so long as he/she has not been notified of the acceptance of his bid. Bid Bond shall be prepared on AIA Document A310-2010, BID BOND.
- 10.3 Bidder shall furnish a letter from the Bidder's bonding company by which letter it guarantees that it will furnish the required 100% performance and labor and material payment bonds if award of contract is made to Bidder whom it has issued such Bid Bond.
- 10.4 The successful Bidder, upon his/her failure or refusal to execute and deliver the Contract and bonds required within five (5) days, Saturdays, Sundays and legal holidays excluded, after he/she has received notice of the acceptance of his bid, shall forfeit to the College, as liquidated damages for such failure or refusal, the security deposited with his/her Bid.
- 10.5 If at any time, the Bonding Company becomes insolvent, files for bankruptcy or for any reason whatsoever loses its right to do business in the State of Maryland, the Contractor shall, within ten (10) calendar days after notice from the College to do so, substitute an acceptable Bond (or bonds) in such form and sum and signed by such other Bonding Company as may be satisfactory to the College.

PART 11 - PERFORMANCE, LABOR AND MATERIAL PAYMENT BONDS

- 11.1 Prior to the execution of the contract, the successful Bidder whose contract amount is greater than \$100,000 shall deliver to the College a Performance Bond and a Labor and Material Payment Bond. For 100% of the amount of his/her contract, the Performance Bond shall be properly executed on the Montgomery College Standard Performance Bond, a copy of which is enclosed in these Bidding Documents, and the Labor and Material Payment Bond on AIA Document A312-2010 Payment Bond.

PART 12 - POWER OF ATTORNEY

- 12.1 Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond, a certified and effectively dated copy of their power of attorney.

PART 13 - FORM OF CONTRACT

- 13.1 For all projects whose value exceeds \$100,000, the agreement between the Bidder and the College shall be executed on the Form of Contract by the College, a copy of which is enclosed in these Bidding Documents. **Any exceptions to the FORM OF CONTRACT must be included with the bidder's proposal to be considered by the College.** An exception to the FORM OF CONTRACT by the Bidder is considered by the College to be a request for information. The College makes no implicit or explicit statement as to any willingness to deviate from the FORM OF CONTRACT included in the Bidding Documents. Unless explicitly stated by the Bidder in the Bid Form that an exception to the FORM OF CONTRACT is a condition of the bid, the College does not consider exceptions to the FORM OF CONTRACT provided by a Bidder to be the submission of a conditional bid. The College, at its sole discretion, reserves its right to declare any bid non-responsive.

PART 14 - CONTRACTOR'S QUALIFICATIONS

- 14.1 Bidders shall submit to the College, along with their bid:
- a) Contractor's Qualification Statement.
 - b) At least three project references, including two projects within the Metropolitan Baltimore-Washington region, documenting successful completion of projects of similar size, scope and complexity, within the last five years.

PART 15 - SUBCONTRACTOR'S QUALIFICATIONS

- 15.1 Within three business days of request by the College, Bidders shall provide names, addresses, Maryland registration/license number and indication of minority status, for all the Subcontractors proposed to be retained by the Contractor for this project;
- 15.2 Bidders shall submit to the College additional information for each Principal Subcontractor, herein defined as those Subcontractors whose contract value is anticipated to exceed \$100,000:
1. Type of work performed;
 2. Years in business;
 3. Representative Project List and References (list at least three projects of similar size, scope, and complexity and references including contact name and telephone number);
 4. Copy of Maryland registration/license number, if applicable.
- 15.3 The College's intent with regard to subcontractor financial stability is that it is the Contractor's responsibility to evaluate the financial viability and solvency of all subcontractors.
- 15.4 The College reserves the right to reject any Subcontractor.

PART 16 - VENDOR QUALIFICATIONS (Not Used)

PART 17 - INSURANCE

- 17.1 Before starting any work, the Contractor must provide sufficient evidence of insurance showing adequate coverage as defined in the contract documents included in this bid request. If a contract amount is greater than \$3,000,000, the requirement for commercial general liability insurance shall increase to the corresponding million. If a contract amount is less than \$1,000,000, the requirement for commercial general liability insurance shall be reduced to \$1,000,000.

PART 18 - LAWS AND REGULATIONS

- 18.1 The Bidder's attention is directed to the fact that all applicable Federal and State laws, County, Bi-County, local, and municipal ordinances, and the orders, rules and regulations of all authorities having jurisdiction over this work shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

PART 19 - MINORITY PARTICIPATION

- 19.1 Pursuant to Board Resolutions #87-82 and #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage minority businesses to provide goods and services for the performance of College functions. Minority businesses include non-profit entities organized to promote the interests of handicapped persons, and firms that are 51% owned and controlled by a member(s) of socially or economically disadvantaged minority group, which includes: African-American, American Indian/Native American, Asian, Hispanic, Female, and mentally or physically disabled.
- 19.2 The Bidder must submit the College's Minority Participation Form, included in the Contract Documents, with their Bid.
- 19.3 The Bidder is encouraged to demonstrate that at a minimum 15% of the subcontractors and/or vendors anticipated to be retained by the Bidder for the College's project are minority firms.

PART 20 - TOBACCO POLICY

- 20.1 Montgomery College is a tobacco-free institution. Use of tobacco products is prohibited in all indoor and outdoor College-owned facilities and facilities leased and controlled by the College as well as at meetings or conferences sponsored by the College. This prohibition extends to the Contractor's employees, agents, subcontractors and vendors.

End of Instructions to Bidders

This Page is Intentionally Left Blank

SUPPLEMENTARY INFORMATION AND CONDITIONS**Montgomery College****College-wide Roof Repair
Germantown, Rockville, & Takoma Park/Silver Spring Campuses****PART 1 - AWARD SCHEDULE**

- 1.1 It is the College's intention to seek approval of award of this contract to the lowest responsive and responsible Bidder at the May 16, 2011 meeting of the College's Board of Trustees.
- 1.2 Contract Award is anticipated on or about June 6, 2011. Notwithstanding this expectation, the College may require additional time to administer the College and/or State contract award or other processes. To accommodate for this possibility, bid prices must remain firm for 90 days from proposal due date. It is the Contractor's sole responsibility to ensure that his/her Bid accommodates this requirement.
- 1.3 Notice to Proceed (NTP) will be timely provided upon receipt of Contractor materials required before work start, including but not limited to Bonds and Insurance certificates.

PART 2 - CONTRACTOR QUALIFICATION AND EVALUATION

- 2.1 The Contractor, hereby, assures the College that the Contractor and its Subcontractors and Vendors are fully qualified to perform the services provided for in these Bidding Documents in accordance with all applicable laws, orders, rules and regulations. The Contractor further assures the College that the Contractor and its Subcontractors and Vendors are free from any financial interests which may conflict with the proper performance of this Agreement.
- 2.2 The Contractor and its Subcontractors and Vendors are required to have engaged in providing successful construction services of similar size, complexity and scope within the Baltimore and Washington Metropolitan area of a period of not less than five (5) years.
- 2.3 The Contractor and its Subcontractors and Vendors shall have currently in their employ, sufficient staff to provide the required work per the Bidding Documents.

PART 3 - PRELIMINARY PROJECT SCHEDULE

- 3.1 The successful bidder shall provide the College with a construction schedule within five (5) days of Notice To Proceed.
- 3.2 The project shall be completed by August 26, 2011.
- 3.3 Noise generating activities shall be avoided during the following final exam periods:
 - 1) June 29, 2011 - July 1, 2011.
 - 2) August 10, 2011 - August 12, 2011.

- 3) August 17, 2011 - August 19, 2011.
- 3.4 Access from parking lot to the Paul Peck Art Building on Rockville Campus may be limited due to concrete pavement work in the front plaza near the building.
- 3.5 The purpose of this schedule is to outline general guidance with respect to anticipated overall contract duration and the anticipated sequence and duration of the Work. Within the context of the overall schedule expectation, the Contractor may propose alterations to interim milestones and sequencing as necessary to suit project means, methods and conditions, subject to review and approval by the College.

End of Supplementary Information and Conditions

REQUIRED SUBMISSIONS**Montgomery College****College-wide Roof Repair
Germantown, Rockville, & Takoma Park/Silver Spring Campuses**

TO: PROSPECTIVE BIDDERS

**FROM: PROCUREMENT OFFICE
MONTGOMERY COLLEGE**

Bids (**original and two copies including all attachments**) shall be submitted on the enclosed Bid Form, properly signed with the required attachments, if any in sealed envelopes and addressed to:

**Director of Procurement
Montgomery College
900 Hungerford Drive, Room 110
Rockville, MD 20850**

Bidder shall refer to Part 2 of Instruction To Bidders for bid preparation requirements.

PART 1 - ITEMS REQUIRED FOR ALL BID SUBMISSIONS:

- A. Bid Form
- B. Minority Participation Form for Bidder
- C. AIA Document A310-2010, Bid Bond (Applies to Base Bid Prices Greater than \$100,000)
- D. Bonding Company Letter Guaranteeing the Required 100% Performance, Labor and Material Payment Bonds (Applies to Base Bid Prices Greater than \$100,000)
- E. Copy of Maryland Contractor License for Contractor
- F. Project Schedule Confirmation Statement

Include statement acknowledging that the Preliminary Project Schedule is acceptable to the Contractor.

- G. Bidder's Project References

Bidders shall list and describe at least three (3) recent experiences, all within the last five years, by the Bidder in providing construction services on projects of similar size and scope. The list should include the name and address of the project, name of contact person and telephone number, and the contract value. At least two of the listed project sites are to be within the Baltimore and Washington Metropolitan area.

- H. Contractor's Qualification Statement.

PART 2 – ITEMS REQUIRED, UPON REQUEST BY COLLEGE

- A. List of Proposed Subcontractors (regardless of anticipated contract award value).

PART 3 – PREPARATION OF BID PROPOSALS

- A. Bidders shall supply all data required on the enclosed forms. Proposals shall be typewritten, printed or clearly written in ink.
- B. The person signing the bid must initial erasures on or changes to the forms.
- C. Bid Form must include an **original and two copies** of the documents and materials requested below. Failure to include all the documents may render the proposal non-responsive and the offer may be rejected.

End of Required Submissions

BID FORM

Montgomery College

**College-wide Roof Repair
Germantown, Rockville, & Takoma Park/Silver Spring Campuses**

To: Montgomery College

Re: College-wide Roof Repair
Germantown, Rockville, & Takoma Park/Silver Spring Campuses

Attn.: Procurement Office
Montgomery College
900 Hungerford Drive – Room 110
Rockville, Maryland 20850

From: _____
(Provide Your Company’s Name)

PART 1 - The undersigned (hereinafter referred to as Contractor) proposes to provide all of the necessary labor, materials, equipment, and insurance for the College-wide Roof Repair Project at Montgomery College Germantown, Rockville, & Takoma Park/Silver Spring Campuses, as specified in the attached construction documents. The work to be performed by the Contractor shall include all items accepted by the College as part of the Contractor's bid submittal and base bid. It is understood that Montgomery College (hereinafter referred to as College) will be the sole judge as to the acceptance of the bids and award of the contract. All work shall be done in accordance with the accompanying Specifications and Drawings for the amount listed below for **Base Bid** as applicable in accordance with the terms of the Contract Documents.

PART 2 - Please read the questions, note what is requested, then provide appropriate responses. Failure to answer any of the applicable questions contained in this section will make the bid non-responsive and grounds for rejection of the entire bid. **Conditional bids will not be accepted.**

Bidder must submit original plus two copies of the Bid Form and all attachments (see PART 9 – Bid Submittal Attachments).

PART 3 - Bidder acknowledges receipt of the following Addenda:

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

PART 4 - BASE BID: (State amounts in both words and numbers)

The proposed total contract amount to complete the Science & Applied Studies Building Clay Tile Roof replacement at the Germantown Campus, including the cost associated with Performance, Labor and Material Payment Bonds, and including the cost associated with any Separately Identified Price if requested in Part 5 below, in accordance with the Contract Documents, and having examined both the Place of the Work and all matters referred to in the Bid Documents, is:

Base Bid:

(In Words): _____ Dollars

(In Numbers): \$ _____

PART 5 - SPECIAL PRICING REQUIREMENTS: (NOT USED)**PART 6 - BID SURETY (Applies to Base Bid Amounts Greater than \$100,000)**

- A. The bid surety attached in the sum of _____ Dollars (\$ _____) is to become the property of the College in the event the Contract and Bond are not executed with the time set forth, as liquidated damages for the delay and additional expense to the College caused thereby.
- B. The undersigned includes the following submissions as part of the Bid Form:
- Bid Bond (AIA Document A310-2010, "Bid Bond")
 - Bonding Company Letter

PART 7 - ACCEPTANCE OF BIDS

The undersigned acknowledges the right of the College in its sole discretion to accept any Bid or to reject any or all Bids.

PART 8 - BIDDER'S PROJECT REFERENCES

The Bidder shall list at least three projects of similar scope, size and complexity. At least two of the project sites are to be within the Metropolitan Baltimore-Washington area. The referenced work shall have been completed within the last five years. Provide a brief description of the scope of work. Please make sure your references and contact persons are current. Use separate sheets if necessary and include with your submission. These will become part of the contract.

REFERENCE #1:

Name and Address of Project: **Name of Contact Person:** **Telephone:** **Contract Value:**

Date & Description:

REFERENCE #2:

Name and Address of Project: **Name of Contact Person:** **Telephone:** **Contract Value:**

Date & Description:

REFERENCE #3:

Name and Address of Project: **Name of Contact Person:** **Telephone:** **Contract Value:**

Date & Description:

PART 9 - BID SUBMITTAL ATTACHMENTS

(Submit Original plus Two Copies of the Bid Form and all Attachments)

- A. Minority Participation Form
- B. AIA Document A310-2010, Bid Bond (Applies to Base Bid Prices Greater than \$100,000)
- C. Bonding Company Letter Guaranteeing the Required 100% Performance, Labor and Material Payment Bonds (Applies to Base Bid Prices Greater than \$100,000)
- D. Copy of Maryland Contractor License for Contractor

- E. Project Schedule Confirmation Statement. Include statement acknowledging that the Preliminary Project Schedule is acceptable to Contractor.
- F. Bidder's Project References (if separate sheets are provided beyond the Bid Form)
- G. Contractor's Qualification Statement

PART 10 - The undersigned agrees that if he/she is selected as the Contractor he/she will, within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the College, execute a Contract in accordance with the terms of this Bid Solicitation and Contract Documents.

PART 11 - The Bidder proposes to provide labor and materials and allowances to complete the Work, as specified in the Contract Documents. The Bidder is reasonably expected, given the existing conditions and required construction, to complete the Work within the completion date stated in the Contract Documents.

PART 12 - The undersigned further certifies under the penalties of perjury that this bid is in every respect bona-fide, fair and made without collusion or fraud with another person, joint venture, corporation, partnership or other business or legal entity.

PART 13 - SIGNATURES:

(Date)

(Company Name)

(Address)

(Telephone Number)

(Facsimile Number)

By:
SEAL IF A CORPORATION

Authorized Agent & Title (Print)

Signature

(F.I.N.)

(Contractor License Number)

BE SURE TO SIGN YOUR BID

This Page is Intentionally Left Blank

BID BOND

Montgomery College

**College-wide Roof Repair
Germantown, Rockville, & Takoma Park/Silver Spring Campuses**

Use AIA Document A310-2010, Bid Bond, unless otherwise indicated.

This Page is Intentionally Left Blank

CONTRACTOR'S QUALIFICATION STATEMENT

Montgomery College

College-wide Roof Repair

Germantown, Rockville, & Takoma Park/Silver Spring Campuses

Submitted to: Director of Procurement

Address: Montgomery College
900 Hungerford Dr.
Rockville, MD 20850

Submitted By: _____

Title: _____

Company Name: _____

Address: _____

1. Type of work performed;
2. How many years has your organization been in business as a contractor?
3. How many years has your organization been in business under its present business name?
4. List the categories of work that your organization normally performs with its own forces.

This Page is Intentionally Left Blank

MINORITY PARTICIPATION FORM

Montgomery College
College-wide Roof Repair
Germantown, Rockville, & Takoma Park/Silver Spring Campuses

BIDDERS SHALL COMPLETE THE FOLLOWING:

I HEREBY REPRESENT THAT OUR/MY FIRM IS _____

IS NOT _____

A MINORITY BUSINESS FIRM AS INDICATED BELOW (check all that apply):

African-American _____ Hispanic _____ Asian _____
American Indian/Native American _____ Disabled _____ Female _____

I HEREBY REPRESENT THAT OUR/MY FIRM IS ___ IS NOT ___ COMMITTED TO
DEMONSTRATING AN EFFORT TO ACHIEVE A MINIMUM MBE PARTICIPATION
LEVEL OF ___%.

I hereby certify that the above information is true and correct, to the best of my knowledge and
belief.

Firm Name

Signed Date

Type or Print Name

Title

This Page is Intentionally Left Blank

PROCUREMENT OFFICE QUESTIONNAIRE

Montgomery College

**College-wide Roof Repair
Germantown, Rockville, & Takoma Park/Silver Spring Campuses**

**MONTGOMERY COLLEGE
Procurement Office**

RFB Number: **611-003** _____

RFB Title: **College-wide Roof Repair**

Please be advised that our company **does not** wish to submit a bid in response to the above-captioned Request for Bid for the following reasons:

- Too Busy at this time
- Not engaged in this type of work
- Project too large/ small
- Cannot meet mandatory specifications (Please specify below)
- Other (Please specify)

SIGNATURE

PRINTED NAME

TITLE

DATE

COMPANY

ADDRESS

Please return to:

Montgomery Community College
Procurement Office
900 Hungerford Drive, Room 110
Rockville, Maryland 20850-1733

This Page is Intentionally Left Blank

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract: **BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Alexandria Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria Sanitation Authority	<input type="checkbox"/>	<input type="checkbox"/>	Arlington County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Arlington County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Bladensburg, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Bowie, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Charles County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	College Park, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Culpeper County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia	<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Courts
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Water & Sewer Auth.
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County Water Authority	<input type="checkbox"/>	<input type="checkbox"/>	Falls Church, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Fauquier County Schools & Government, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Frederick, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Frederick County, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Gaithersburg, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Greenbelt, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Herndon, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Leesburg, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County Sanitation Authority
<input type="checkbox"/>	<input type="checkbox"/>	Manassas, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	City of Manassas Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Manassas Park, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Maryland-National Capital Park & Planning Comm.
<input type="checkbox"/>	<input type="checkbox"/>	Maryland Department of Transportation	<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Airports Authority
<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Council of Governments	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery College
<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Northern Virginia Community College	<input type="checkbox"/>	<input type="checkbox"/>	OmniRide
<input type="checkbox"/>	<input type="checkbox"/>	Potomac & Rappahannock Trans. Commission	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's County, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Prince George's Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Service Authority
<input type="checkbox"/>	<input type="checkbox"/>	Rockville, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Spotsylvania County Schools
<input type="checkbox"/>	<input type="checkbox"/>	Stafford County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Takoma Park, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Upper Occoquan Service Authority	<input type="checkbox"/>	<input type="checkbox"/>	Vienna, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Virginia Railway Express	<input type="checkbox"/>	<input type="checkbox"/>	Washington Metropolitan Area Transit Authority
<input type="checkbox"/>	<input type="checkbox"/>	Washington Suburban Sanitary Commission	<input type="checkbox"/>	<input type="checkbox"/>	Winchester, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Winchester Public Schools			

This Page is Intentionally Left Blank

**CONTRACT
BETWEEN
MONTGOMERY COMMUNITY COLLEGE
AND**

**Board of Trustees
Montgomery Community College
Rockville, Maryland 20850**

Project Title: _____

Contract No.: _____

Account No.: _____

This **AGREEMENT** made this ____ day of _____, 201__, by and between the Board of Trustees of **MONTGOMERY COMMUNITY COLLEGE**, a public institution of higher education, hereinafter called the "College", and _____, a _____, registered in the State of _____, located at _____, hereinafter called the "Contractor".

WITNESSETH, that the College and the Contractor for the consideration named agree as follows:

1 QUALIFICATIONS OF THE CONTRACTOR

The Contractor hereby assures the College that the Contractor is qualified to perform the services provided for in this Agreement in accordance with all applicable laws, orders, rules and regulations. The Contractor further assures the College that the Contractor is free from any financial interests which may conflict with the proper performance of this Agreement.

2 CONTRACT DOCUMENTS

The Contract Documents are this Agreement, the Request for Bid, Instructions for Bidders, the General Conditions of the Contract, Supplementary Information and Conditions, Preliminary Project Schedule, Drawings, Specifications, Addenda issued prior to execution of the Contract, Modifications issued after execution of the Contract, the Performance Bond, the Labor and Material Payment Bond (if required), the Contractor's Bid Form and all attachments thereto received from the Contractor. The term "Contract" when used in the Specifications or Drawings shall be considered as synonymous with the term "Contract Documents".

3 DEFINITION OF THE PROJECT

The Contractor agrees to provide all of the necessary labor, materials, equipment and insurance to perform all of the Work described in the Contract Documents. The Work to be performed by the Contractor shall include all items accepted by the College as part of the Contractor's bid submittal, base bid and alternate prices.

4 TIME OF COMPLETION

The Work to be performed under this Agreement shall be in accordance with the Preliminary Project Schedule contained in the Contract Documents. It is agreed that time is of the essence and therefore the College will suffer substantial damages if the Work is not completed within the time stated in the Preliminary Project Schedule contained in the Contract Documents.

5 LIQUIDATED DAMAGES (Not Used)

6 CONTRACT DOCUMENTS

The Contract Documents are the Agreement, the Request for Bid, Instructions for Bidders, the General Conditions of the Contract, Supplementary Information and Conditions, Preliminary Project Schedule, Drawings, Specifications, Addenda issued prior to execution of the Contract, Modifications issued after execution of the Contract, the Performance Bond, the Labor and Material Payment Bond, the Contractor's Bid Form and all attachments thereto received from the Contractor. The term "Contract" when used in the Specifications or Drawings shall be considered as synonymous with the term "Contract Documents".

7 CHANGES TO THE CONTRACT

The College may make any alterations, deviations, additions or omissions to the Contract Documents which it deems to be in the best interest of the College without otherwise affecting the obligations of the Contractor or making void this Agreement. Any alterations, deviations, additions or omissions shall be processed as a change order in the Work and shall be prepared in accordance with the procedure set forth for issuing changes in the Work in the Contract Documents.

8 CONTRACT SUM

The College shall pay the Contractor the Contract Sum of _____ Dollars (\$ _____ .00) for the Work performed strictly in accordance with the requirements of this Agreement. All invoices submitted for Work performed under this Agreement shall include the College's project title, contract number and account number. The Contract Sum is a firm lump sum paid in accordance with the General Conditions of this Agreement.

9 PROGRESS PAYMENTS

Payments shall be made to the Contractor on a monthly basis provided that the Contractor submits Applications for Payments which are prepared in accordance with the General Conditions and supported by such data as the College may reasonably require. The College shall have the right to audit the Contractor's records to verify the payment request. Payment shall be made within ten (10) calendar days after the requisition, properly prepared and authorized by the College representative, is received in the Finance Office.

10 ACCEPTANCE AND FINAL PAYMENT

- 10.1 Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance, the College and/or its representatives shall promptly make such final inspection. When the College Representative finds the Work fully acceptable under the Agreement and the Agreement fully performed, the College Representative shall issue a final certificate stating that the Work provided for in this Agreement has been completed and is acceptable under the terms and conditions thereof and that the entire balance found to be due to the Contractor and noted in the final certificate is due and payable. Before issuance of a final certificate, the Contractor shall submit such evidence the College deems necessary to ensure that all payrolls, materials bills and other indebtedness connected with the Work have been paid. Final payment shall be made within (15) fifteen calendar days after the issuance of a final certificate from the College's Representative that the Work has been fully completed and the Agreement fully performed.
- 10.2 Neither the acceptance by the College or any representative of the College nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the College, shall operate as a waiver of any portion of the Agreement or of any power reserved to the College or any right to recover damages. The waiver of any breach of the Agreement shall not be held to be a waiver of any other prior or subsequent breach.

11 NOTICES

Any notice to be provided shall be sent by first class mail and shall be addressed as follows or as may be later designated in writing:

a) For the College: Mr. David J. Capp
 Associate Vice President for College Facilities
 Montgomery College
 Office of Central Facilities
 40 West Gude Drive, Suite 200
 Rockville, Maryland 20850

b) For the Contractor: _____

12 INTERPRETATION OF CONTRACT

This Agreement is a contract under seal and shall be construed and interpreted according to the laws of the State of Maryland, without regard to principles of conflicts of law.

13 COMPLIANCE WITH LAWS

The Contractor agrees to comply, at no additional expense, with all applicable Executive Orders, Federal, State, county, bi-county, regional and local laws, ordinances, rules and regulations in effect as of the date of this Agreement and as they may be amended from time to time, including but not limited to the equal opportunity clause set forth in 41 CFR 60-250.4 as amended. The Contractor shall further agree to comply with any special provisions or requirements, including more stringent provisions, mandated by any entity having jurisdiction.

14 INDEPENDENT CONTRACTOR

The Contractor shall perform the Contract as an independent contractor and shall not be considered as an agent of the College nor shall any employee or agent of the Contractor be considered subagents of the College. Nothing in this Contract shall be construed as constituting a partnership, joint venture, or agency between the College and Contractor. Other than duties of the Construction Manager based on authority granted to the Construction Manager by the College, no acts performed or representations, whether oral or written, made by or with respect to third parties and the Contractor shall be binding on the College.

15 NONDISCRIMINATION

- 15.1 The Contractor assures the College that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sex, race, age, color, creed, national origin, religious belief, pregnancy, handicap, marital status or status as a disabled veteran or veteran of the Vietnam era. The Contractor further agrees to post in conspicuous places notices setting for the provisions of the non-discrimination clause and to take affirmative action in accordance with applicable law to implement these provisions.
- 15.2 The Contractor further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
- 15.3 The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of sex, race, age, color, creed, national origin, religious belief, pregnancy, handicap, marital status or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents and subcontractors does not occur.
- 15.4 This policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff and visitors of the College. It should be assumed that all sexual behavior by the Contractor's employees, agents and subcontractors on any campus or facility of the College is improper and unwelcome.

16 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor warrants that both the Contractor and/or any subcontractor of the Contractor do not and shall not hire, recruit or refer for a fee, for employment under this Agreement or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to as "IRCA"), including but not limited to any verification and record keeping requirements. The Contractor agrees to indemnify and save the College, its employees and/or trustees harmless from any loss, costs, damages or other expenses suffered or incurred by the College, its employees and/or trustees by reason of the Contractor's or any subcontractor of the Contractor's noncompliance with "IRCA." The Contractor agrees to defend the College, its employees and/or trustees in any proceeding, action or suit brought against the College, including but not limited to administrative and judicial proceedings, arising out of or alleging noncompliance of the Contractor with "IRCA." The Contractor recognizes that it is the Contractor's responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.

17 ASSURANCE OF NONCONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal Government.

18 CONFLICT OF INTEREST

No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or affecting the subject matter of this Agreement shall, until such time as the Contractor receives final payment, become or be an employee of the party or parties hereby contracting with the College, the State of Maryland, or any department, commission, agency or branch thereof.

19 ASSIGNMENT AND SUBCONTRACTING

- 19.1 Neither the College nor the Contractor shall sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or its right, title or interest therein, or its obligations there under, without the written consent of the other. A change in membership of the Contractor's firm of one or more officers shall not constitute an assignment.
- 19.2 The Contractor shall not make any contracts for professional services with any other party for furnishing any of the work or services to be performed under this Agreement without the written approval of the College; however, this provision shall not be taken as requiring the approval of the contract of employment between the Contractor and its personnel assigned for the purposes of performing this Agreement.

20 INSURANCE

- 20.1 The Contractor shall maintain in force at all times during the term of this Agreement, with an insurance carrier licensed to do business in the State of Maryland acceptable to the College, the following

minimum insurance coverage. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the College, the proposed awardees/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

- a) Worker's Compensation Insurance covering the Contractor's employees as required by State of Maryland law with the following minimum limits:

Bodily Injury by Accident	\$ 100,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 100,000 each employee.

- b) Commercial General Liability Insurance, excluding automobiles owned or hired by the Contractor, with limits as follows

Bodily Injury and Property Damage:	\$ 500,000 combined single limit of bodily injury and property damage per occurrence
------------------------------------	--

- c) Comprehensive Automobile Liability Insurance, providing bodily injury and property damage coverage for owned vehicles, hired vehicles and non-owned vehicles with limits as follows:

Bodily Injury:	\$ 250,000 each person \$ 500,000 each occurrence
----------------	--

Property Damage:	\$ 300,000 each occurrence
------------------	----------------------------

- d) Builder's Risk Insurance, providing property damage coverage and theft replacement coverage for goods provided and services rendered during construction. For renovation projects, when custody of the building is turned over to the Contractor, the Builder's Risk policy must additionally include building replacement value.
- e) Insured - The College, its elected and appointed officials, officers, consultants, agents and employees must be named as additional insured and loss payee on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of Contractor's products, goods and services provided under this Agreement.

20.2 At the time this Agreement is made, the Contractor shall provide the College with evidence of payment for the above insurance coverage as resulted by this Agreement. Any request for extension of time of this Agreement shall also include evidence of payment for the above insurance coverage as required by an extension of time for this Agreement.

20.3 These coverages and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of the Contractor. The insurance shall provide that policy coverage will not be canceled, altered or materially changed without sixty (60) calendar days' prior notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect.

- 20.4 The Contractor shall furnish the College with a certificate of insurance as evidence of the required coverage. The certificates of insurance must name the College as an additional insured.
- 20.5 In the event that the Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage and any lack of insurance shall be grounds for immediate termination of this Agreement.
- 20.6 For the purposes of this article, the word "licensed" shall be deemed to mean an insurance carrier either licensed or approved to do business in the State of Maryland.

21 SAVE HARMLESS

- 21.1 The Contractor shall be responsible for any property damage, loss, personal injury, death and/or any other damage which may occur by reason of the Contractor's acts, negligence, willfulness or failure to perform any of the obligations required by this Agreement. The Contractor agrees to indemnify and save harmless the College and its respective employees, volunteers, students, and trustees, as applicable, (the "Indemnitees") from any claims, loss, costs, damages or other expenses suffered or incurred by the Indemnitees, including attorneys fees and costs, by reason of the Contractor's acts, negligence, willfulness or failure to perform any of the obligations required by this Agreement. The Contractor at its own expense shall defend the Indemnitees in any action or suit brought against any of the Indemnitees arising out of the Contractor's acts, negligence, willfulness or failure to perform any of the obligations required by this Agreement. Any acts, negligence, willfulness or failure to perform any of the obligations required by this Agreement on the part of any agent, servant, employee or Subcontractor of the Contractor, or any Subcontractor's agent, servant or employee, are deemed to be the Contractor's acts, negligence, willfulness or failure to perform any of the obligations defined by this Agreement.
- 21.2 In claims against any person or entity indemnified under subsection 21.1 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 subsection 21.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 21.3 The College may retain such moneys due or to become due the Contractor under this Agreement as it considers necessary until such suits or claims for damages have been settled or otherwise disposed of and satisfactory evidence to that effect has been furnished to the College.
- 21.4 The provisions of this Article shall survive the termination of this Agreement.

22 DISPUTES

Any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the President of the College or his designee. Pending the final decision of the dispute, the Contractor shall proceed diligently with the Agreement performance. Nothing hereunder shall be interpreted to preclude the parties from seeking, after completion of the Agreement, any and all remedies provided by law.

23 TERMINATION FOR THE CONVENIENCE OF THE COLLEGE

The performance of the work or services under this Agreement may be terminated by the College, in whole or in part, whenever the President of the College shall deem that termination is in the best interest of the College. In such event, the College shall be liable only for payment in accordance with the payment provisions of this Agreement for work or services performed or furnished prior to the effective date of termination, plus reasonable costs of termination, if any, which costs shall be specifically approved by the College in writing. The Contractor shall not be reimbursed for anticipatory profits. Termination hereunder shall become effective by delivering to the Contractor a written notice of termination upon which date the termination shall become effective.

24 TERMINATION FOR DEFAULT

The performance of the work or services under this Agreement may be terminated by the College, in whole or in part, from time to time, effective upon receipt of notice, whenever the Contractor shall default in the performance of this Agreement and fails to make progress in the prosecution of the contract work or endangers such performance and shall fail to cure such default within ten (10) calendar days period after receipt of written notification from the College specifying the default. Should the Agreement be terminated by the College for failure to perform on the part of the Contractor, no additional compensation shall be paid.

25 DELAY

- 25.1 In the event the performance of work or services under this Agreement is delayed by causes beyond the control of and without the fault or negligence of the Contractor, the College shall have the option to:
- a.) Terminate the Agreement, or
 - b.) Allow the President of the College or his designee to extend the time for performance. No monetary compensation will be awarded for the time extension.

- 25.2 Any changes made in this Agreement as a result of delay shall be in writing. In the event the time for performance of this Agreement is extended beyond the term provided for, all other terms and conditions shall remain in full force and effect.

26 WORK UNDER CONTRACT

Work may not commence under this Contract until all conditions for commencement are met, including execution of the Contract by both parties, compliance with insurance requirements and issuance of any required notice to proceed.

27 CONTINGENT FEES

The Contractor hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

28 CAPTIONS

The captions and headings contained herein are solely for convenience and reference and do not constitute a part of this Agreement.

29 ENTIRE AGREEMENT

This Agreement and the other items identified as Contract Documents constitute the entire agreement between the parties except that any change orders issued by the College shall automatically be deemed to be part of this Agreement. Any other changes or additions hereto shall not become binding upon any parties until reduced to writing and signed by both parties.

30 AUDIT

The Contractor shall permit audit and fiscal and programmatic monitoring of the Work performed under this Agreement. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Contractor and any Subcontractor involving transactions related to this Agreement during the term of this Agreement and for a period of three (3) years after final payment under this Agreement, whether or not disputes (including litigation) exist between the parties.

31 REGISTRATION FOR CORPORATIONS NOT INCORPORATED IN THE STATE OF MARYLAND

Pursuant to 7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. By signing this agreement, the Contractor certifies that it has qualified with the Department of Assessments and Taxation.

32 SEVERABILITY

If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

IN WITNESS WHERETO, the Contractor and the College have hereunto set their hands and seals the day and year first above written.

Montgomery Community College

Witness

By: _____
Dr. DeRionne P. Pollard
President

Date: _____

Contractor

Witness

By: _____

Date: _____

Fed Tax I.D. No.: _____

This contract is executed by the Montgomery Community College Board of Trustees pursuant to Board Resolution No. _____, dated _____.

Certify that this Contract has been prepared in accordance with College Policy and Procedures and certify as Account Manager for this account.

David J. Capp
Associate Vice President for College Facilities

Date

Certify that funds are available for this Contract.

Contract No.
Account No
Amount:

Thomas Sheeran
Chief Business Officer

Date

End of Form of Contract

Montgomery College
Standard Performance Bond

Any singular reference to Contract, Surety, Owner or Other Party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name and Principle Place of Business*):

OWNER (*Name and Address*):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (*Name and Location*):

BOND

Date (*Not earlier than Construction Contract Dated*):

Amount:

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

(Any additional signatures appear on the last page)

(FOR INFORMATION ONLY – *Name, Address and Telephone*)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party)

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, and administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract in accordance with its terms, the Surety and the Contractor shall have no obligation under this Bond.

3 Whenever the Contractor shall be declared by the Owner to be in default under the Contract, the Surety shall, at its sole expense, within 15 days after Owner having mailed to Surety a copy of the notice of default sent to Contractor, take one of the following actions:

3.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

3.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

4 If the Surety does not proceed as provided in Paragraph 3, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy

available to the Owner. If the Surety proceeds as provided in Subparagraph 3.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

5 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 3.2 or 3.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract. The Surety is obligated without duplication for:

5.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

5.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 3;

5.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor, and

5.4 All other costs and damages permitted to be recovered by the Owner under the Construction Contractor at law.

6 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

7 Any proceeding, legal or equitable, under this Bond may be instituted only in the Circuit Court for Montgomery County, Maryland and the Surety waives venue in any other court.

8 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

9 This Bond had been furnished to comply with a statutory or other legal requirement of the State of Maryland. 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

to or on behalf of the Contractor under the Construction Contract.

10 DEFINITIONS

10.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made

10.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

10.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

This Page is Intentionally Left Blank

PAYMENT BOND

Montgomery College

**College-wide Roof Repair
Germantown, Rockville, & Takoma Park/Silver Spring Campuses**

Use AIA Document A312-2010, Payment Bond, latest edition, unless otherwise indicated

This Page is Intentionally Left Blank

APPLICATION AND CERTIFICATE FOR PAYMENT

Montgomery College

**College-wide Roof Repair
Germantown, Rockville, & Takoma Park/Silver Spring Campuses**

Use AIA Document G702, Application and Certificate for Payment, latest edition, unless otherwise indicated

This Page is Intentionally Left Blank

**MONTGOMERY COLLEGE
GENERAL CONDITIONS OF THE CONTRACT**

TABLE OF CONTENTS

- 1. GENERAL PROVISIONS**
 - 1.1. DEFINITIONS
 - 1.2. CONTRACT DOCUMENTS
 - 1.2.1. Correlation and Intent of Contract Documents
 - 1.2.2. Specifications Format
 - 1.2.3. Standard Specifications
 - 1.2.4. Ownership

- 2. COLLEGE AND COLLEGE'S AGENTS**
 - 2.1. AUTHORITY OF THE COLLEGE'S PROJECT MANAGER
 - 2.2. RESPONSIBILITY OF THE COLLEGE'S PROJECT MANAGER AND/OR CONSTRUCTION MANAGER
 - 2.3. RESPONSIBILITIES OF THE ARCHITECT/ENGINEER
 - 2.4. COLLEGE'S RIGHT TO STOP OR SUSPEND WORK
 - 2.3.1. Stopping of the Work
 - 2.3.2. Suspension of the Work

- 3. CONTRACTOR**
 - 3.1. RESPONSIBILITIES OF THE CONTRACTOR
 - 3.2. CONTRACTOR'S ADMINISTRATION AND SUPERVISION OF THE WORK
 - 3.2.1. Staff
 - 3.2.2. Supervision
 - 3.2.3. Subcontracts
 - 3.2.4. Behavior of Contractor's Employees, Agents and Subcontractors
 - 3.3. MATERIALS, LABOR, EQUIPMENT AND PROCESSES
 - 3.3.1. Proposals
 - 3.3.2. Labor, Materials and Equipment
 - 3.3.3. Or Equal
 - 3.3.4. Substitutions
 - 3.3.5. Required List of Materials and Equipment
 - 3.4. WARRANTY/GUARANTEES
 - 3.5. TAXES
 - 3.6. PERMITS, FEES AND NOTICES
 - 3.7. PROSECUTION AND PROGRESS OF THE WORK
 - 3.7.1. Notice to Proceed
 - 3.7.2. Hours of Work
 - 3.7.3. Construction Schedule
 - 3.7.4. Progress Meetings
 - 3.8. REFERENCE DOCUMENTS FOR THE WORK
 - 3.8.1. Progress Documents
 - 3.8.2. Record Documents
 - 3.9. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 3.10 SITE ACCESS, USE AND RESTRICTIONS
 - 3.10.1 Site Information
 - 3.10.2 Campus Coordination Requirements
 - 3.10.3 Coordination where Work is in or adjacent to an Occupied Existing Building
 - 3.10.4 Temporary Facilities
 - 3.10.5 Existing Utilities
 - 3.10.6 Erosion Control
 - 3.10.7 Tree and Plant Protection
 - 3.10.8 Snow and Ice Removal
 - 3.10.9 Trash Removal, Salvage and Recycling
 - 3.10.10 Project Signage
- 3.11 HAZARDOUS AND TOXIC SUBSTANCES
 - 3.11.1 Hazardous and Toxic Substances
 - 3.11.2 Asbestos-Containing Materials
 - 3.11.3 Environmental Litigation
- 3.12 CUTTING AND PATCHING
- 3.13 CLEANING
 - 3.13.1 Progress Cleaning
 - 3.13.2 Final Cleaning
- 3.14 ROYALTIES AND PATENTS
- 3.15 INDEMNIFICATION

- 4. ADMINISTRATION OF THE CONTRACT
 - 4.1 CLARIFYING INSTRUCTIONS
 - 4.2 REQUESTS FOR INFORMATION
 - 4.3 SITE VISITS AND OBSERVATIONS
 - 4.4 CLAIMS AND DISPUTES
 - 4.5 DELAYS AND DAMAGES

- 5. CONSTRUCTION BY COLLEGE OR BY SEPARATE CONTRACTORS

- 6. CHANGES IN THE WORK
 - 6.1 CHANGES IN THE WORK
 - 6.1.1 Changes
 - 6.1.2 Disputed Work
 - 6.1.3 Modification of Contract Sum
 - 6.1.4 Minor Changes in the Work

- 7. PAYMENTS AND COMPLETION
 - 7.1 SCHEDULE OF VALUES
 - 7.2 PROGRESS PAYMENTS
 - 7.3 ACCEPTANCE OF THE WORK AND FINAL PAYMENT
 - 7.4 ASSIGNMENT OF CONTRACT MONIES
 - 7.5 AUDIT

- 8. PROTECTION OF PERSONS AND PROPERTY
 - 8.1 SAFETY PRECAUTIONS AND PROGRAMS
 - 8.2 SAFETY OF PERSONS AND PROPERTY
 - 8.3 FIRE PROTECTION
 - 8.4 EMERGENCIES
 - 8.5 ACCIDENTS

- 9. INSURANCE AND BONDS
 - 9.1. INSURANCE
 - 9.2. PERFORMANCE, LABOR AND MATERIAL BONDS

- 10. CORRECTION OF WORK
 - 10.1 CORRECTION OF WORK
 - 10.1.1 Correction of Work before Final Payment
 - 10.2.1 Correction of Work after Final Payment
 - 10.2 ACCEPTANCE OF NON-CONFORMING WORK

- 11. MISCELLANEOUS PROVISIONS
 - 11.1 LEGAL OBLIGATIONS, RELATIONS AND RESPONSIBILITIES
 - 11.1.1 Laws to be Observed
 - 11.1.2 Regulations
 - 11.2 INDEPENDENT CONTRACTOR
 - 11.3 EQUAL OPPORTUNITY
 - 11.4 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986
 - 11.5 ASSURANCE OF CONVICTION OF NON-BRIBERY
 - 11.6 CONFLICT OF INTEREST
 - 11.7 ASSIGNMENT AND SUBCONTRACTING
 - 11.8 CONTINGENT FEES
 - 11.9 MARYLAND PUBLIC INFORMATION ACT
 - 11.10 TESTING AND INSPECTION
 - 11.11 NO WAIVER OF RIGHTS – COLLEGE’S REMEDIES CUMULATIVE – COLLEGE’S DAMAGES

- 12. TERMINATION OF THE CONTRACT
 - 12.1. TERMINATION FOR DEFAULT
 - 12.2 TERMINATION FOR CONVENIENCE

ARTICLE 1 – GENERAL PROVISIONS**1.1. DEFINITIONS**

1.1.1. The "Agreement" is the written contract between the College and the Contractor.

1.1.2. The "College" is Montgomery Community College or Montgomery College Foundation, Inc.

1.1.3. The "Contractor" is the person or organization having a direct contractual relationship with the College for the execution of the Work under the Contract Documents.

1.1.4. The "Contract Documents" are the Agreement, the Request for Bid or Request for Proposals, Instructions for Contractors, the General Conditions, Supplementary Conditions, Preliminary Project Schedule, Drawings, Specifications, Addenda issued prior to execution of the Contract, Modifications issued after execution of the Contract, the Performance Bond, the Labor and Material Payment Bond, the Contractor's Bid or Proposal Form(s) and all attachments thereto received from the Contractor. The term "Contract" when used in the Specifications or Drawings shall be considered as synonymous with the term "Contract Documents".

1.1.5. The "Specifications" are the portion of the Contract Documents included in the Project Manual consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.6. The "Drawings" are those enumerated in the Specifications and those incorporated in the Contract Documents as the work progresses.

1.1.7. The "Project Manual" is the volume that includes the Specifications as well as Bidding or Proposal Requirements, Contract Form, General Conditions and Supplementary Conditions.

1.1.8. The term "Work" means all of the obligations undertaken by the Contractor pursuant to the Contract Documents. Work includes, unless specifically excepted, the furnishing of all material, labor, equipment, supplies, plant, tools, scaffolding, transportation, supervision, insurance, taxes and all other services, facilities and expenses necessary for the full performance and completion of the requirements of the Contract Documents. "Work" also means that which is produced, constructed, or built pursuant to the Contract Documents.

1.1.9. The term "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 College or by separate contractors.

1.1.10. The term "Subcontractor" means any individual, partnership, firm, corporation or business entity other than an employee of the Contractor, who has a contract with the Contractor to furnish labor, or labor and materials for the Work. The term also includes Subcontractors of a Subcontractor. The term does not include vendors who furnish materials not worked to a special design according to the Drawings and Specifications.

1.1.11. The term "Site" or "Premises" means the area or areas indicated and such additional areas or locations upon which or in which Work under this Contract is being performed together with such areas adjacent thereto, as may be designated for the Contractor's use for a specified, limited period of time by the College.

1.1.12. The "Architect/Engineer" is the person commissioned by the College to design the Work and/or provide construction-phase architectural or engineering services. If the design was performed by the College, "Architect/Engineer" shall refer to the College.

1.1.13. The term "Contract Time" or "Time" and "Completion Date" is the number of calendar days (including weekends and holidays) shown in the Contract Documents as the time allowed for completion of the Work. If a calendar date of completion is shown in the Contract Documents in lieu of the number of calendar days, the Work shall be completed on or before that date.

1.1.14. The term "Contract Sum" refers to the total sum, including authorized adjustments, allotted in the Contract Documents for the services performed by the Contractor for satisfactory completion of all of the Work required by the Contract Documents.

1.1.15. "Shop Drawings" are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

1.1.16. "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate materials or equipment for some portion of the Work.

1.1.17. "Samples" are natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the Specifications, and any other samples as may be required by the College to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the Contract Documents. Samples shall establish the kind, quality and other required characteristics of the various parts of the Work, and all Work shall be in accordance with the accepted samples.

1.1.18. The term "Request for Information" refers to a written instrument submitted by the Contractor requesting that a clarification with respect to the Contract Documents be provided by the Architect/Engineer.

1.1.19. The term "Change Order" refers to a written instrument signed by the College which describes a directive by the College which is a change in the Work.

1.1.20. The "College's Representative" is the Associate Vice President for College Facilities or their designee.

1.1.21 The "College's Project Manager" is(are) the person(s) or entity(ies) employed or retained by the College to provide project and construction management services, including administration of the Contract as described in Article 2. The College may exercise any power or authority of the College's Project Manager under the Contract.

1.1.22. "Day" means a calendar day unless otherwise designated.

1.1.23. "Notice to Proceed" means a written notice to the Contractor of the date on which it shall begin the prosecution of the Work. The Contract Time shall begin to run from the starting date established in the Notice to Proceed.

1.1.24. "Written Notice" means giving of notice under the Contract by one party to the other. Unless otherwise indicated in the Contract Documents, Written Notice shall be deemed to have been duly served on the Contractor if delivered in person to the individual or to the member of the firm or to an office of the corporation to whom it is directed, or if delivered by regular or certified mail to the last business address known to the College. Written Notice shall be deemed to have been given to the College upon actual receipt of Written Notice by the College.

1.2. CONTRACT DOCUMENTS

1.2.1. Correlation and Intent of Contract Documents

1.2.1.1. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Their intent is to include in the scope of the Contract, at no additional cost to the College, all Work necessary for proper completion of the Work ready for continual efficient operation that is reasonably inferable from the Documents.

1.2.1.2. Prior to submitting its price, the Contractor shall obtain from the College, clarification of all questions which may have arisen as to the intent of the Contract Documents, or any conflict between two or more items in the Contract Documents. Should the Contractor fail to obtain clarification, then the College may direct that the Work proceed by any method indicated, specified or required by the Contract Documents, in the judgment of the College. The direction by the College shall not constitute the basis for a claim for extra costs by the Contractor. The Contractor acknowledges that it had the opportunity to request clarification prior to submitting its price to the College and that it is not entitled to claim extra costs as a result of failure to request such clarification.

1.2.1.3. The College's Project Manager shall make recommendations regarding the amount, quality, acceptability and fitness of the several kinds of Work and materials which are to be paid for under this Contract and shall make recommendations regarding all questions which may arise in relation to the Work and the construction thereof. The College's decision, based on the College's Project Manager's recommendation, shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties relative to the Contract Documents, the determination or decision of the College shall be a condition precedent to the right of the Contractor to receive payment for the Work under the Contract related to such questions.

1.2.1.4. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the more restrictive condition in consideration of following priorities:

- (1) Any modifications to the Contract Documents executed after the date of the Contract, with the Modifications having the latest date having the greatest authority.
- (2) The Contract.
- (3) The General Conditions.
- (4) Drawings and Specifications.

In the event of a conflict or discrepancy within the Specifications or the Drawings, or between the Drawings and the Specifications, the better quality or greater quantity of Work shall be provided in accordance with the College's interpretation.

1.2.1.5. The College's Project Manager and Architect/Engineer shall make recommendations to the College to clarify the meaning and intent of the Specifications and the Drawings where the same may be found unclear or be in dispute.

1.2.1.6. The Contractor is responsible for coordinating and completing the various parts of the Work. No part of the Work shall be left in an unfinished or incomplete condition because of a disagreement between the Contractor and Subcontractors, or between Subcontractors and the Contractor as to where the Work of one begins and ends in relation to the Work of the other. Any adjustments due to differences or conflicts which may arise between the Work of the Contractor under this Contract and the work of other contractors performing work for the College shall be determined by the College and the College's Project Manager.

1.2.1.7. Generally, the Specifications describe Work which cannot be readily indicated on the Drawings and indicate types, qualities and methods of installation of the various materials and equipment required for the Work. The Specifications are not intended to mention every item of Work which can be adequately shown on the Drawings. The Drawings are not intended to show all items

of Work described or required by the Specifications even if they are of such nature that they could have been shown thereon. All materials or labor for Work which are shown on the Drawings, or are reasonably inferable there from as being necessary to produce a finished work, shall be provided by the Contractor whether or not the Work is also expressly covered in the Specifications.

1.2.2. Specification Format

1.2.2.1. The Specifications are separated into titled sections for convenience only and not to identify the trade or craft responsible to perform the Work. The titled section shall not operate to make the College an arbitrator for the division of responsibility between Contractor and its Subcontractors, and between its Subcontractors, nor shall such sections relieve the Contractor from the responsibility for the satisfactory completion of the entire Work regardless of the division.

1.2.2.2. The General Conditions are a part of each and every section of the Specifications.

1.2.2.3. The Specifications may be abbreviated and include incomplete sentences. Omissions of words or phrases such as "the Contractor shall", "shall be", etc., are intentional; nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner, as they are when a "note" occurs on the Drawings.

1.2.2.4. Words in the singular shall include the plural whenever applicable, or the context so indicates.

1.2.2.5. Where "as shown", "as indicated", "as detailed" or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where "as directed", "as required", "as permitted", "as authorized", "as approved", "as accepted", "as selected", or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance or selection by the College is intended unless otherwise stated. As used herein, "provide" means "provided complete in place", that is, furnished and installed and ready for operation and/or use.

1.2.3. Standard Specifications

1.2.3.1. Any reference to standard specifications of any society, institute, association or governmental authority is a reference to the standard specifications of such organization and to their methods of installation of the various materials and equipment required for the Work which are in effect at the time prices are due. It is not intended to mention every item of work described or required by the standard specifications even if they are of such nature that they could have been shown thereon. All materials or labor for work which are inferable there from, as the Contractor shall provide being necessary to produce a finished job at the date of the Contractor's price. If such specifications are revised prior to completion of any part of the work to which such revision would pertain, the Contractor may, if acceptable to the College, perform such work in accordance with the revised specifications.

1.2.3.2. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications.

1.2.4. Ownership

1.2.4.1. The Drawings, Specifications and other documents prepared by the Architect/Engineer, are owned by the College. Copies thereof furnished to the Contractor, are for use solely with respect to this Project.

ARTICLE 2 – COLLEGE**2.1. AUTHORITY OF COLLEGE'S PROJECT MANAGER**

2.1.1. The College's Project Manager has the authority to perform all of the College's functions pertaining to the conduct and administration of the work, except as indicated in 2.1.2.

2.1.2. Unless otherwise indicated in the contract documents, the College's Project Manager is NOT authorized to make determinations (as opposed to recommendations) that:

- 2.1.2.1. Alter or modify the Contract Documents;
- 2.1.2.2. Alter the contract schedule;
- 2.1.2.3. Approve contract change orders;
- 2.1.2.4. Terminate or cancel the contracts.

2.1.3. Unless otherwise indicated in the contract documents, recommendations made by the College's Project Manager, pertaining to determinations listed in 2.1.2, are changes in the work that require review, approval and further authorizing action from the College as indicated in Article 6.

2.2. RESPONSIBILITIES OF THE COLLEGE'S PROJECT MANAGER

2.2.1. The College's Project Manager shall be an agent of the College to the extent set forth in the Contract Documents. Any non-College employee in such role shall not be deemed to be the employee of the College for any purpose in connection therewith. The College's Project Manager shall have full authority to act, or to cause others to act, on behalf of the College to assure that the Work is carried out in full compliance with the requirements of the Contract, and to otherwise generally protect the College's interests.

2.2.2. The College's Project Manager will determine in general that the Work of the Contractor is being performed in accordance with the Contract Documents, and will use his best efforts to guard the College against defects and deficiencies in the Work of the Contractor.

2.2.3. The College's Project Manager shall provide administrative management and related services as required to coordinate the Work of the Contractor and separate contractors with each other and with the activities of the Architect/Engineer to complete the Project in accordance with the College's objectives for cost, time and quality.

2.3. RESPONSIBILITIES OF THE ARCHITECT/ENGINEER**2.3.1. Architect/Engineer's Status**

2.3.1.1. The College may maintain staff personnel from the Office of Central Facilities, or as separate architectural and/or engineering services retained by the College, at the site of the Work for field observation and day-to-day monitoring of the Work.

2.3.1.2. The Architect/Engineer shall assist the College during the construction period and with the College's Project Manager shall observe the Work in process on behalf of the College. The Architect/Engineer will not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work. The Architect/Engineer shall have authority to act on behalf of the College only to the extent expressly provided in the Contract Documents or otherwise in writing.

2.3.1.3. With the College's Project Manager the Architect/Engineer may advise the College with respect to claims of the College or the Contractor, on matters relating to the execution and progress of the Work and on the interpretation of the Contract Documents.

2.3.1.4. Together with the College's Project Manager the Architect/Engineer shall certify applications for progress payments and final payment that the Contractor has complied with the requirements of the Contract Documents.

2.3.1.5. Together with the College's Project Manager the Architect/Engineer shall determine Contractor's achievement of Substantial Completion and Final Completion milestones, and issue relevant certificates, in accordance with the requirements of the Contract Documents.

2.4. COLLEGE'S RIGHT TO STOP OR SUSPEND WORK

2.4.1. Stopping of the Work

2.4.1.1. Subject to concurrence by the College, the College's Project Manager may stop all or part of the Contractor's Work, if in the opinion of the College's Project Manager the Contractor has performed Work not in conformance with the Contract Documents. The Work may be stopped until such time that the defective conditions have been corrected. All costs related to the stoppage of the Work shall be borne by the Contractor.

2.4.2. Suspension of the Work

2.4.2.1. The College unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for a period of time as it may determine to be appropriate.

2.4.2.2. If the performance of all or any part of the Work is for an unreasonable period of time suspended, delayed or interrupted by an act or omission of the College in the administration of the Contract, an adjustment shall be made for any increase in the cost of performance of the Contract (excluding profit) necessarily caused by an unreasonable suspension, delay or interruption and the Contract modified in writing accordingly. No adjustment shall be made under this subsection for any suspension, delay or interruption to the extent (1) that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or (2) for which an equitable adjustment is provided for or excluded under any other provision in this Contract.

ARTICLE 3 – CONTRACTOR**3.1. RESPONSIBILITIES OF THE CONTRACTOR**

3.1.1. The Contractor shall furnish all labor, materials, equipment, tools, construction equipment, machinery, plant, supplies, utilities, telephone, transportation, supervision, temporary construction, permits, insurance, taxes, bonds, contributions 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, as described in the Contract Documents.

3.1.2. Montgomery County or City of Rockville Complex Structures processes may apply to the project. When applicable, Contractor shall fulfill any necessary obligations related to that process.

3.2. CONTRACTOR'S ADMINISTRATION AND SUPERVISION OF THE WORK**3.2.1. Staff**

3.2.1.1. The Contractor shall furnish a competent, qualified and adequate staff as necessary to administer coordinate, supervise and superintend the Work; to organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work; and to keep an adequate force of skilled workers on the job to complete the Work in accordance with all requirements of the Contract Documents and to the entire satisfaction of the College's Project Manager. Key members of the staff shall not be changed without the consent of the College's Project Manager.

3.2.1.2. Prior to commencement of the Work, the Contractor shall select a project representative who will have full responsibility for the prosecution of the Work, with full authority to act in all matters as necessary for the proper coordination, direction and technical administration of the Work and who shall attend meetings at such place or places as determined by the College's Project Manager in order to render reports on the progress of the Work.

3.2.2. Supervision

3.2.2.1. The Contractor shall efficiently supervise the Work, using its best skill and attention. It shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the College's Project Manager any error or omission which it may discover, and shall subsequently proceed with the Work in accordance with instructions from the College's Project Manager concerning such error or omission.

3.2.2.2. The Contractor shall assign to the job throughout its duration a well-qualified, competent superintendent and any necessary assistants, all of whom must be satisfactory to the College's Project Manager. The superintendent shall represent the Contractor in its absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

3.2.2.3. The College's Project Manager shall not supervise the Work. The means, methods, techniques, sequences, procedures and safety measures utilized in the performance of the Work are the sole responsibility of the Contractor, subject to overall coordination of the College's Project Manager. Any means, method, techniques, sequences or procedures set forth in the Contract Documents are solely to specify the desired end product; and if the means, methods, techniques, sequences or procedures will not result in the desired end product or is unsafe or illegal because of some inherent defect in the Specifications or the particular conditions under which the Work is being performed, it is the Contractor's responsibility to select a correct means, method, technique, sequence or procedure. Nothing in the College's Project Manager's review of the general quality and progress of the Work, including acceptance of submittals and Work, shall be construed as the assumption of authority or supervision over the performance of the Work.

3.2.3 Subcontracts

3.2.3.1. The Contractor shall, prior to the execution of the Contract, notify the College in writing of the names of Subcontractors, if any, proposed for the principal parts of the Work and for such other parts of the Work as the College's Project Manager may direct. The Contractor shall not employ any Subcontractor that the College may, within a reasonable time, object to for any reason.

3.2.3.2. The Contractor is as fully responsible to the College for the performance, management, acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the performance, management, acts and omissions of persons directly employed by it.

3.2.3.3. Nothing contained in the Contract Documents shall create any contractual obligation between any Subcontractor and the College.

3.2.3.4. The Contractor agrees to bind every Subcontractor, and every Subcontractor agrees to be bound by the terms of the Contract, the Drawings and the Specifications as far as applicable to its Work, including the following provisions, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the College.

3.2.3.5. The Subcontractor agrees:

- (1) To be bound to the Contractor by the terms of the Contract, the Drawings and the Specifications, and to assume toward the Contractor all the obligations and responsibilities that it, by those documents, assumes toward the College.
- (2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment.

3.2.3.6. The Contractor agrees to place in its subcontracts with Subcontractors:

- (1) To be bound to the Subcontractor by all the obligations that the College assumes to the Contractor under the Contract, the Drawings and the Specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the College.
- (2) To pay the Subcontractor, upon the payment of certificates, if listed in the Schedule of Values the amount allowed to the Contractor on account of the Subcontractor's Work to the extent of the Subcontractor's interest therein.
- (3) To make no demand for liquidated damages for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- (4) That no claims for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten days of the calendar month following that in which the claim originated.
- (5) To give to the Subcontractor an opportunity to be present and to submit evidence in any decision involving its rights.

3.2.4. Behavior of Contractor's Employees, Agents and Subcontractors

3.2.4.1. The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy or status as a disabled veteran or veteran of the Vietnam Era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents and subcontractors does not occur.

3.2.4.2. This policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances, sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to

such harassment within the employment context as well as harassment of students, staff and visitors of the College. It should be assumed that all sexual behaviors by the Contractor's employees, agents or subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome.

3.2.4.3. Montgomery College is a tobacco free institution. Use of tobacco products is prohibited in all indoor and outdoor College-owned facilities and facilities leased and controlled by the College as well as at meetings or conferences sponsored by the College. This use prohibition extends to Contractors' employees, agents, subcontractors and vendors.

3.3. MATERIALS, LABOR, EQUIPMENT AND PROCESSES

3.3.1. Proposals

3.3.1.1. Proposals shall be based upon the materials, equipment or processes specifically named, implied in or reasonably inferable from the Contract Documents.

3.3.1.2. In cases where work is to be performed in an existing building, proposals shall be based on Contractor's review of existing conditions by means including but not limited to: site inspection and review of existing College documentation, if any, including data from the Environmental Safety Office. Failure or omission of the Contractor to inspect the site and examine available documents shall in no way relieve the Contractor from obligations with respect to his price, nor constitute grounds for a subsequent claim.

3.3.1.3. Certain project proposals shall be based on Prevailing Wage Rate schedule provided by and the reporting requirements of the State of Maryland's Department of Labor, Licensing and Regulation (DLLR). If guidance regarding applicability of Prevailing Wage Rates is not otherwise included in the Contract Documents, Contractor shall request a determination of applicability from the College prior to submitting a proposal.

3.3.2. Labor, Materials and Equipment

3.3.2.1. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract.

3.3.2.2. The Contractor shall furnish sufficient forces to ensure the prosecution of the Work within the time stated in the Contract.

3.3.2.3. The Contractor shall comply with the provisions of Sections 17208 entitled Prevailing Wage Rates, when applicable, and 17301 through and including 17306 of the State Finance and Procurement Article of the Annotated Code of Maryland (as amended from time to time) entitled "Steel Procurement for Public Works."

3.3.2.4. Unless otherwise specified, all materials and equipment to be permanently installed in the Work shall be new, and shall be of such quality as required to satisfy the standards of the Contract Documents. The Contractor shall, if required, furnish satisfactory evidence as to kind and quality of all materials and equipment.

3.3.2.5. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. All labor shall be performed by workers skilled in their respective trades, and work produced shall be of good quality so that first class work in accordance with the standards of construction set forth in the Contract Documents will result.

3.3.3. Or Equal

3.3.3.1. Where materials are specified by name, or several names, without the words 'or equal' following such name(s) the Contractor shall use and/or supply the named material that meets all the requirements of the Specifications.

3.3.3.2. Where the words 'or equal' are included, at the Contractor's sole risk, the Contractor may submit a material it considers to be equal in quality, capacity, size, or other determining criteria. The burden of submitting adequate information to the College to prove equality of materials shall be the responsibility of the Contractor. Whether an equal or specified product is proposed, all of the units of a given type required for and used in the Work must be the same in material and manufacture. The decision of the College with regard to quality of materials shall be final. The College may reject a proposed equal without cause and the Contractor shall not be entitled to additional compensation.

3.3.4. Substitutions

3.3.4.1. Should the Contractor desire to substitute another material for one or more specified by name, it shall apply in writing to the College's Project Manager for permission and state the credit or extra, if any, involved with the use of such material.

3.3.4.2. Contractor shall endeavor to submit substitution requests for consideration prior to submitting a price proposal or bid response. Requests shall be accompanied by detail sufficient to facilitate the College's evaluation.

3.3.4.3. Requests for substitutions of products, materials or processes other than those specified shall be accompanied by evidence that the proposed substitution: (1) is equal in quality and serviceability to the specified item; (2) will not entail changes in details and construction of related work; (3) will be acceptable in consideration of the required design and artistic effect; and (4) will provide a cost advantage to the College. The Contractor will furnish with his request such drawings, specifications, samples, performance data and other information as may be required of it to assist the College in determining whether the proposed substitution is acceptable. The burden of proof shall be upon the Contractor.

3.3.4.4. Regardless of the evidence submitted or any review or independent investigation by the College, a request for a substitution of products, materials or processes is a warranty by the Contractor to the College that (1) the requested substitution is equal in quality and serviceability to the specific item; (2) will not entail changes in details and construction of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will not involve any additional cost to the College other than that specified in an accompanying request for a change order; and (5) the Contractor will provide the same or better warranty for the substitution that the Contractor would for that specified.

3.3.4.5. Any substitutions requested after the award of the Contract will be considered only under the following circumstances:

- (1) When the specified product is not available; or
- (2) When, if a certain product or process is specified and a guarantee of performance is required and, in the judgment of the Contractor, the specified product or process will not produce the desired results; or
- (3) When a substitution, in the opinion of the College is in its best interest.

3.3.4.6. The College's acceptance of a substitution does not relieve the Contractor of responsibility for any unforeseen consequences and/or costs associated with the substitution.

3.3.4.7. The College may reject a proposed substitution without cause.

3.3.5. Required List of Materials and Equipment

3.3.5.1. Unless otherwise indicated in the Contract Documents, the Contractor shall submit to the College's Project Manager a comprehensive list of the manufacturer's products proposed for this Work as soon as practicable and within thirty (30) calendar days after receipt of notice to proceed. The list shall include information on materials, equipment and fixtures as may be required for the College's Project Manager's preliminary review; partial lists will not be considered. Acceptance of this list of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data and samples which are required by the Contract Documents, but rather as a base from which more detailed submittals shall be developed for the College's final review.

3.4. WARRANTY/GUARANTEES

3.4.1. Except to the extent that the Contract Documents impose greater warranty obligations on the Contractor for all or any part of the Work, the Contractor warrants:

3.4.1.1. that the materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents;

3.4.1.2. that the Work contains no faulty or imperfect material or equipment or any imperfect, careless or unskilled workmanship;

3.4.1.3. that all mechanical and electrical equipment, machines, devices, etc., shall be adequate for the use to which they are intended and shall operate with ordinary care and attention in a satisfactory and efficient manner; and

3.4.1.4. that the entire Work shall be watertight and leak proof in every particular.

3.4.1.5. Unless otherwise indicated in the Contract Documents, for a period of one year commencing on the date of Substantial Completion or such other date agreed upon, the Contractor shall re-execute, correct, repair, or remove and replace with proper Work, without cost to the College, any Work found not to be as guaranteed by this section or otherwise not in conformity with the Contract and that it will make good all damages or cost to other Work or materials in the process of complying with this section in accordance with Article 10, Correction of Work. The Contractor shall pay for tests and inspections made necessary by faulty Work. The correction period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive Final Completion of the Work under the Contract and the Contract Close Out.

3.4.2. Nothing contained in Subsection 3.4.1.5 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of time period of one year as described in Subsection 3.4.1.5 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.

3.4.3. The Contractor shall cause to be assigned to the College all warranties/guarantees furnished by manufacturers and suppliers of equipment and supplies for the Work. The assignment shall not affect Contractor's warranty obligations to the College.

3.5. TAXES

3.5.1. The College is not exempt from payment of Maryland State Sales Tax and Municipal Occupation (Sales) and/or Use Taxes on materials purchased for this Work.

3.5.2. The Contractor and Subcontractors shall pay sales, consumer, use, unemployment, old age pension and/or other taxes imposed by local, state and/or the Federal government, except taxes and assessments on the real property comprising the Work site. The Contractor is to include such expenses in its proposal.

3.6. PERMITS AND LICENSES

3.6.1. The College will file for the building permit, if one is necessary, with the local authority. The Contractor shall obtain and pay for any and all permits (other than the building permit), and for all licenses and certificates of inspection necessary for the execution and completion of the Work as called for in the Contract Documents. The Contractor will be required to pay all necessary fees to local authorities for permits and inspections and it shall include the cost of the fees in its base price. The College shall not be responsible for the actions or interpretations of county, municipal or other local agencies or officials with respect to the application of Federal, State or local laws, rules, ordinances, regulations, codes or policies to the Work.

3.6.2. The Contractor must be licensed as required by Title XVII, Subtitle VI or Title VIII of the Business Regulation Article, Annotated Code of Maryland.

3.7. PROSECUTION AND PROGRESS OF THE WORK

3.7.1. Notice to Proceed

3.7.1.1. After the Contract has been executed, the College's Project Manager will issue to the Contractor a "Notice to Proceed" and this notice will stipulate the date on or before which the Contractor is expected to begin Work. The specified contract time shall begin on the starting date stated in the "Notice to Proceed." Any Work started or materials ordered before the starting date stated in the "Notice to Proceed" shall be at the risk of the Contractor. The Contractor is prohibited from performing any Work on the site until proof of the insurance required by the Contract is provided to the College.

3.7.2. Hours of Work

3.7.2.1. The Work shall be performed during regular working hours except in the event of emergency, or when required to complete the Work within the time stated in the Contract. What constitutes regular working hours will be agreed upon at the preconstruction conference.

3.7.2.2. The Work shall be suspended on the College's Commencement Day (typically the third Friday in May) unless otherwise agreed to by the College.

3.7.2.3. The Work may be performed on night shifts, overtime, Sundays and holidays when permission to do so has been obtained from the College, at no additional cost to the College, and provided that Contractor complies with any additional regulations regarding off-hours work mandated by regulatory authorities.

3.7.3. Construction Schedule

3.7.3.1. Time

- (1) All time limits in the Contract Documents are of the essence of the Contract. Contractor and the College agree that the time stated in the Contract for the completion of the Work

is a reasonable time, considering the usual climatic range and the usual business conditions prevailing in the locality of the project. The Contract time shall be the full time allowed or required for completion of every task involved in completion of the Work, including lead-time for ordering and fabrication of equipment and materials.

- (2) The College is not obligated (a) to accept an early completion schedule from the Contractor, or (b) to accept the project prior to the completion date stated in the Contract. The College will not be liable for any claims based on the Contractor's assertion of an intention to finish early.

3.7.3.2. Preliminary Schedule

- (1) The Contractor shall agree to comply with the Preliminary Project Schedule prepared by the College and included in the Contract Documents or with the Contractor's Proposed Project Schedule, if one was required as part of the Contractor's proposal submission. Agreement by the Contractor to comply with the Preliminary Project Schedule or Contractor's Proposed Project Schedule also means agreement by the Contractor to comply with subsequent reasonable updates prepared or requested by the College.
- (2) Within 14 days of the execution of the Contract, Contractor must submit for approval, preliminary schedule information outlining all activities for the Contractor's work as may be reasonably requested by the College's Project Manager. Coordinate schedule information with milestones indicated in the Preliminary Project Schedule. This preliminary information must be approved prior to the first Application for Payment being processed. Include each significant construction activity, coordinate each activity with other activities and schedule each construction activity in proper sequence. The College's Project Manager may decline to issue a Notice to Proceed until Contractor has submitted the required schedule information and it is approved by the College's Project Manager. Nothing in this section shall be construed to require the College's Project Manager to issue a Notice to Proceed when the required schedule information has been submitted and approved.
- (3) With submission of the preliminary schedule information, include a listing by date of submission of all submittals required. Identify those required to maintain orderly progress of the Work, and those required early because of long lead time for manufacture or fabrication.

3.7.3.3. Completion Schedule

- (1) Within 30 days after Contract execution and at such other times as required by subsections 3.7.3.4 and 3.7.3.8, the Contractor shall submit for approval, updated schedule information indicating the time allocated by the Contractor for the performance of each portion of the Work and the submittal information required by subsection 3.7.3.2 (3), properly and reasonably sequenced for achieving each task shown on the schedule. Coordinate schedule with milestones indicated in the Preliminary Project Schedule.
- (2) The Contractor's construction schedule shall begin with the date of issuance of Notice to Proceed and conclude with the required date of final completion of the project as stated in the Contract Documents. Float or slack time available in the schedule at any time shall not be for the exclusive use or benefit of either the Contractor or the College, but is jointly owned.
- (3) The Contractor's schedule information shall include a complete itemized breakdown of the Work, listed by activity or event number, including items related to the General Conditions, all necessary dates for submittal, review and response, and re-submittal (if necessary), and for each activity shall show at a minimum: (1) a sequence of operations; (2) the dates of commencement and completion of each item of the Work; and (3) delivery for material and equipment. Unless otherwise indicated in the Contract Documents or agreed upon by the College's Project Manager the duration of each activity shall be twenty-one calendar days or less.
- (4) Contractor shall submit with each Application for Payment revised schedule information accurately updated to reflect all: (1) revisions to the schedule (2) changes made or

- planned in the construction sequence; (3) actual construction activities to date including (i) commencement and completion dates for activities started or completed during the reporting period; and (ii) current progress of activities started in prior reporting periods including completion dates for activities completed during the reporting period; (4) delays and their effects on the critical path; (5) extensions of time granted by the College and (6) the Contractor's planned schedule or recovery schedule for completing remaining activities. This required schedule information update shall be furnished monthly whether or not Contractor submits an application for payment in that month.
- (5) In the event that change orders are experienced, they shall be reflected as new activities, or as changes in logic and/or time framing of existing activities. They shall be introduced at the next updating after receipt of a change order, and shall be subject to the approval of the College's Project Manager. Change order logic shall affect only those intermediate activities and performance dates directly concerned. Adjustments required in completion dates for those intermediate dates, or for the contract as a whole, will be considered only to the extent that there is not sufficient remaining float to absorb the additional time which may be authorized for completion of individual activities.
 - (6) Whenever the project shall be behind schedule or alleged by either party to be behind schedule, the College may require the Contractor to furnish, at no additional cost to the College revised schedule information (hereinafter called a "recovery schedule") showing how the Contractor will finish their work by the Contract completion date.
 - (7) All of Contractor's schedule information, including monthly schedule information updates and any recovery schedule information required shall be reviewed by the College's Project Manager and shall be approved or disapproved by them.
 - (8) The Contractor shall cooperate with the College's Project Manager in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other contractors or the construction or operation of College's own forces. The Contractor shall participate with other contractors and the College's Project Manager and College in reviewing schedules when directed to do so. The Contractor shall make any revisions to their construction schedule information deemed necessary after a joint review.
 - (9) Approval by the College's Project Manager of any schedule information submitted shall constitute approval of the schedule information only for general conformity with Contract requirements and shall not constitute approval, acceptance or admission of the reasonableness, accuracy, achievability, or feasibility of the schedule information or of the Contractor's ability to meet the schedule, or waiver or excuse of default or delay by the Contractor, extension of the time for completion, waiver or modification of Contract requirements, admission of fault or responsibility for delay on the part of the College or acceptance or admission on the part of the College of any liability or responsibility for the schedule or for acceleration or other costs or delay damages of the Contractor which are inferable from the Contractor's schedule information or update.
 - (10) The College is not obligated to pay the Contractor for Work completed until proper, accurate schedule information, and updates are furnished as required and it is not liable for and Contractor is not entitled to damages, compensation, or time extensions for delays starting, occurring or continuing during the period when an accurate and reasonable schedule information or update was due but not furnished by the Contractor.

3.7.3.4. All schedule information, including initial schedule information, recovery schedule information and monthly updates, shall be submitted in three (3) paper copies and one (1) electronic copy in Portable Document Format (PDF), unless otherwise indicated.

3.7.4. Progress Meetings

3.7.4.1. Contractor shall plan and participate in routine project progress meetings to brief College's Project Manager and Architect/Engineer on the status of the project. Frequency of meetings shall be determined at a preconstruction conference, but shall typically occur not less than every two weeks.

Primary agenda topics shall include reporting status of: Regulatory Approvals, Submittals, RFI's, Commissioning, Safety, Security and Housekeeping, Schedule, Contracts/Finance and Close-Out. Unless otherwise indicated in the Contract Documents, record meeting minutes will be prepared by the College's Project Manager.

3.7.4.2. Contractor shall provide reasonable advance notice to the College's Project Manager and Architect/Engineer regarding scheduling of pre-construction and pre-installation conferences with subcontractors. At a minimum, Contractor should anticipate College's participation in conferences related to underground work, demolition work, primary structural work, all building enclosure work, MEP and telecommunications, AV and security systems work.

3.7.5. Progress Meeting Documentation and Reports

3.7.5.1. Contractor shall prepare, maintain, monitor and make available to the College, reasonable project progress documentation including, but not limited to:

- (1) Contractor's Daily Reports: listing weather conditions, trades on site, manpower, brief description of activities underway, quality control issues raised, commissioning activities underway and any safety or security issues encountered. Append Daily Reports from Subcontractors to the Contractor's Daily Report.
- (2) Minutes from Pre-Construction and Pre-Installation conferences.
- (3) Minutes from Contractor's Subcontractor and/or Foreman's meetings: including agenda topics, brief summary of issues discussed resolutions discussed and issues requiring attention.
- (4) Inspection reports provided by Independent Testing Agencies and/or Laboratories, when applicable.
- (5) Inspection reports provided by any authorities having jurisdiction on the project.

3.8. REFERENCE DOCUMENTS FOR THE WORK

3.8.1. Progress Documents

3.8.1.1 The Contractor shall keep one complete set of all Drawings, Specifications, construction progress schedule, and shop drawings at the job-site current and in good order. As the Work progresses, the Contractor shall keep a complete and accurate record of all changes or deviations from the Contract Documents, indicating the Work as actually installed. All underground utility locations associated with the scope of work, or revealed during the conduct of the work, shall be recorded by the Contractor's surveyor and referenced to a campus benchmark provided by the College. All such changes shall be neatly and correctly shown on black line prints of the drawings affected, or in the Specifications, with appropriate supplementary notes. This record set of prints of Drawings, shop drawings and Specifications shall be kept at the job site for inspection by the College's Project Manager and Architect/Engineer.

3.8.2. Record Documents

3.8.2.1. At the completion of the Work, the Contractor shall certify by endorsement thereof, that each of the revised prints of the Drawings and Specifications is complete and accurate. Prior to the Contractor's application for final payment, and as a condition to its approval by the College, the Contractor shall assemble its record drawings and specifications, review them for completeness and submit them to the College's Project Manager. The Contractor shall provide suitable transfer cases and deliver the records therein, indexed and marked for each division of the Work.

3.8.2.2. No review or receipt of such records by the College's Project Manager shall be a waiver of any deviation from the Contract Documents or the shop drawings or in any way relieve the Contractor from its responsibility to perform the Work in accordance with the Contract Documents and the shop drawings to the extent they are in accordance with the Contract Documents.

3.9. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.9.1. After checking and verifying all field measurements and after complying with applicable procedures specified in the Contract Documents, Contractor shall submit to the College's Project Manager and Architect/Engineer, in accordance with the Contractor's schedule, shop drawings and other submittals which will bear a stamp or specific written indication that the Contractor has satisfied its responsibility under the Contract Documents with respect to the review of such submissions. The data on the shop drawing or submittal must be complete with respect to quantities, dimensions, specified performance and/or design criteria, materials and similar data to enable the Architect/Engineer to review the information as required. These documents shall be prepared in conformity with the best practice and standards for the trade concerned. Due regard shall be given to speed and economy of fabrication and erection.

3.9.2. Obtaining electronic documentation to aid in the preparation of shop drawing submittals shall be the sole responsibility of the Contractor and may be subject to certain terms and conditions required by the Architect/Engineer and/or College. The College cannot guarantee that electronic documentation prepared by the Architect/Engineer will be made available to the Contractor. If provided, Contractor shall not be entitled to rely on such documentation for accuracy and use of such documentation shall not in any way relieve the Contractor from its responsibility to perform the Work in accordance with the Contract Documents.

3.9.3. The Contractor shall prepare and routinely update a submittal log indicating the status of submittals.

3.9.4. Unless otherwise indicated in the Contract Documents or agreed to by the College in writing, the Contractor shall send the College one copy of all shop drawings and product data coincident with the initial and any subsequent submissions to the Architect/Engineer. The College will forward any comments it desires to make to the Architect/Engineer within the designated review time.

3.9.5. In addition to the items noted in the Specifications as requiring shop drawings or other details, shop drawings and details shall be required for all items which are specifically fabricated for the Work or when the assembly of several items is required for a working unit.

3.9.6. The College's Project Manager and Architect/Engineer will examine the shop drawings and product data submittals with reasonable promptness. The College's Project Manager and Architect/Engineer will note whether they are approved, approved with corrections and/or conditions, or rejected. The Architect/Engineer will return the shop drawings and project data submittals with the final action to the Contractor and also provide one copy each to the College and College's Project Manager.

3.9.7. The Contractor must allow the Architect/Engineer, College's Project Manager at least fourteen calendar days following receipt of each submittal or re-submittal of shop drawings and product data submittals to review the documents and respond to the Contractor. Items requiring longer than fourteen calendar days of review time will be identified in the Specifications. The minimum time allowed for the Architect/Engineer, College's Project Manager to review the submittal shall be increased to the extent that additional time for review is needed due to the fault or the responsibility of the Contractor or its Subcontractors and suppliers. The Contractor will be notified of the cause of the delay and advised of how long it will take to complete the review; provided, however, that mere failure to give the Contractor such notice shall not entitle the Contractor to compensation or a time extension.

3.9.8. When the Architect/Engineer, College's Project Manager or the College desires corrections, or rejects the drawings, the Contractor shall resubmit the drawings with the required corrections in a timely manner.

3.9.9. Unless the Contractor has, in writing, at the time of the submissions, expressly notified the Architect/Engineer, College's Project Manager and the College to the contrary, the College and the

Architect/Engineer may assume that shop drawings and other submittals from the Contractor are in conformity with the Contract Documents and do not involve any change in the Contract price, or any change which will alter the space within the structure, or alter the nature of the building or Work from that contemplated by the Contract Documents, or constitute a substitution of material or equipment or a change in the Contract or the scope of Work. If the Contractor fails to give notice strictly in accordance with this subsection, approval of any shop drawing or submittal shall not be binding on the College.

3.9.10. The Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples and similar submittals until the respective submittal has been approved by the Architect/Engineer. Such Work shall be in accordance with accepted submittals. Work performed without approval shall be at the Contractor's risk.

3.9.11. Shop drawings, product data, samples and similar submittals shall be marked, tagged, or otherwise properly identified with the name of the Contractor, the name of the project, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the stamps of the Contractor, College's Project Manager and the Architect/Engineer.

3.9.12. Samples of materials which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions shall, if not submitted in the standard containers, be supplied with such labels and application standards.

3.9.13. Should the Contractor consider any rejection or notation on the shop drawings or other submittals by the College's Project Manager or Architect/Engineer or any other action or inaction of the College's Project Manager or the Architect/Engineer to cause a change in the scope of the Work from that required by the Contract Documents, whether or not such change may affect contract price or time, then the Contractor shall desist from further action relative to the item in question and shall in writing (1) immediately notify the Architect/Engineer, the College and College's Project Manager requesting clarification; and (2) furnish them, within seven (7) days, with a notice explaining the nature of the change and whether increased or decreased cost and/or time is anticipated. No Work shall be executed until the entire matter is clarified and the Contractor is ordered by the College to proceed. Failure of the Contractor to serve written notice as required above shall constitute a waiver of any claim in relation thereto.

3.10. SITE INFORMATION, ACCESS, USE AND RESTRICTIONS

3.10.1. Site Information

3.10.1.1. Contractor shall review existing conditions and related College record information to become completely familiar with site and adjacent conditions. Contractor shall make arrangements to review available documentation and undertake explanatory site visits with College's Project Manager and Campus Facilities Office.

3.10.2. Campus Coordination Requirements

3.10.2.1. Contractor shall furnish a Site Mobilization Plan to the College's Project Manager for review and approval prior to the start of Work. Plan shall indicate features including proposed Construction Delivery route, Materials and Trash Storage Areas, Site Office and Toilet Facility locations, Fencing, Erosion Control Measures, Tree and Plant Protection, Temporary Lighting, Temporary Traffic Control Measures and Signage.

3.10.2.2. Contractor shall meet with Campus Facilities and Security Offices prior to the start of Work to review Contractor's proposed Site Mobilization Plan, and to coordinate project needs with Campus Operations and Maintenance, House and Grounds-keeping and Security operations.

3.10.2.3. In the event that Contractor's operations affect or disrupt campus access roads and/or building entrances or exits, Contractor shall coordinate maintaining or re-directing access in accordance with the contract documents and following the direction and policies of the Campus Security Office and any affected emergency service providers.

3.10.2.4. Contractor shall meet with College's Environmental Safety Office prior to the start of Work for projects where Hazardous Materials Abatement or use of Hazardous or Toxic Substances is expected.

3.10.2.5. Any Utility shut down required must be scheduled with relevant utility Owner and Campus Facilities at least 5 days in advance.

3.10.2.6. Unless otherwise indicated in the Contract Documents, vehicular and pedestrian access to properties shall be maintained operational to the maximum possible extent. Driveways to private properties shall not be blocked. Sidewalks and crossings shall be kept open for the passage of pedestrians. Streets shall not be unnecessarily obstructed and, unless the College shall authorize the complete closing of a street, the Contractor shall take such measures as may be necessary to keep the street open for traffic. The Contractor shall provide and maintain suitable and sufficient provisions, including but not limited to flag persons, barricades, warning signs and detour signs, necessary for the protection of the work and safety of the public. All barricades, obstructions and signage shall be illuminated from sunset to sunrise, daily.

3.10.2.7. Parking at all campus locations is limited. Other than one or two spaces for supervisory personnel, parking space for construction site personnel in campus parking lots should not be anticipated. For projects where work is confined within a site construction fence, Contractor may provide limited parking for construction personnel within that fenced area as long as parking does not impede progress of the work or impede access by emergency or campus service vehicles.

3.10.3. Coordination where Work is in or adjacent to an Occupied Existing Building

3.10.3.1. In cases where Work is scheduled to take place in or adjacent to occupied existing buildings, Contractor shall coordinate the Work as reasonably directed by the College's Project Manager to reduce impact of construction operations on building occupants.

3.10.3.2. Noise that disrupts classes cannot generally be tolerated. The Contractor shall notify the College's Project Manager before starting any work which might disrupt classes. Notification shall be given well in advance of any such situation in order that the Contractor and College's Project Manager together can reach a mutually agreeable time in which the work can be accomplished. Noise of a brief/infrequent nature may not be found necessary to reschedule. Always contact the College's Project Manager if in doubt. Any rescheduling required due to noise aversion will not be a cause for either a delay or cost claim.

3.10.4. Temporary Facilities

Unless otherwise indicated in the Contract Documents:

3.10.4.1. The Contractor shall be responsible for arranging with the College's Project Manager for general services and temporary facilities as required for the proper and expeditious prosecution of the Work; including but not limited to: use of toilets; temporary storage; temporary electrical power; and temporary water.

3.10.4.2. The Contractor shall, at its own expense, make all temporary connections to utilities and services in locations acceptable to the College's Project Manager and local authorities having jurisdiction thereof; furnish all necessary labor and materials, and make all installations in a manner subject to the acceptance of such authorities and the College's Project Manager; separately meter

and pay for utilities (electricity, water, sewer, and telephone) consumed; maintain such connections; remove the temporary installation and connections when no longer required; restore the services and sources of supply to proper operating conditions.

3.10.4.3. The Contractor shall supply and maintain an office trailer or shed and a telephone, telefax, and/or computer on the site for the purpose of facilitating construction coordination and communication.

3.10.4.4. At the completion of the Work, Contractor's onsite facilities shall be removed, and the site restored to conditions that meet or exceed those existing at the start of Work.

3.10.5. Existing Utilities

3.10.5.1. The attention of the Contractor is directed to the likely presence of existing underground utilities and overhead utilities and poles located within the work site. The Contractor is cautioned that some utilities may not be catalogued on College or utility service provider record documents. Further, due to depth and/or types of materials used, some utilities may not be identifiable using traditional utility service locating methods.

3.10.5.2. Where any underground services are expected to be encountered during construction, prior to the start of work, the Contractor shall:

- (1) Review College record documents pertaining to affected underground services.
- (2) Interview Campus Facilities office with regard to affected underground services.
- (3) Call "Miss Utility" at least 48 hours in advance of construction for marking of public utilities.
- (4) Be responsible for costs and coordination of utility locator services necessary to locate and mark any private utility services within the work site, whether or not indicated on record or contract documents.
- (5) Notify the College's Project Manager, Campus Facilities office, electric utility company, natural gas supplier, providers of communications, and any affected utility or other organization with a right-of way in or immediately adjacent to the work area at least one week prior to starting work in the areas in which services are located and cooperate with any organization who elects to have a representative present during the conduct of the work.

3.10.5.3. The Contractor shall exercise special care not to damage or disturb the utility infrastructure in any way.

3.10.5.4. The Contractor shall carefully hand dig representative test pits across the full width of anticipated trenches to confirm utility locations and to reveal any unknown utility conditions for assessment prior to permitting use of mechanical excavation equipment.

3.10.5.5. All underground utility locations associated with the scope of work, or revealed during the conduct of the work, shall be recorded by the Contractor's surveyor and referenced to a campus benchmark provided by the College. Locations shall be recorded on project progress documents.

3.10.5.6. Contractor shall maintain utility paint marks and flags, showing utility location and depth, until work is complete and survey information is transferred to project progress documents.

3.10.5.7. Contractor shall notify the College's Project Manager and Campus Facilities Office when underground utilities are discovered that are not identified by prevailing industry standard marking methods (e.g. color-coded tape and trace wires for non-metallic utilities). Campus Facilities Office will coordinate proper marking of utilities prior to Contractor's completion of the work.

3.10.5.8. In the event that utility service is damaged during the conduct of the work, Contractor shall notify the College's Project Manager and Campus Facilities and Security Offices. Repair of

damages resulting from Contractor's actions shall be the responsibility of the Contractor. Regardless of responsibility, Contractor shall immediately undertake necessary repairs, including conducting work off-hours and/or on weekends, to ensure prompt restoration of service in order to minimize impact of unplanned utility outages on College operations.

3.10.6. Erosion Control

3.10.6.1. The Contractor shall incorporate all permanent erosion control features, where applicable, into the Work at the earliest practicable time and shall maintain them in proper condition during the course of the Contract.

3.10.6.2. Temporary measures shall be used to control conditions that develop prior to installation of permanent control features, or that are needed to temporarily control erosion resulting from normal construction practices. Temporary controls may include off site control measures where such Work is necessary as a direct result of Contractor's construction activity.

3.10.7. Tree and Plant Protection

3.10.7.1. Unless otherwise shown in the Contract Documents, the Contractor shall protect all trees and plants which are liable to injury by construction operations and/or site mobilization plan.

3.10.7.2. Trees may not be used for any attachment or anchorage. Tree root zones shall be protected from overburden from construction traffic or storage of materials.

3.10.8. Snow and Ice Removal

3.10.8.1. Contractor shall provide snow and ice removal from within the project site area and from pedestrian or vehicular routes providing immediate access to or routing around the project site.

3.10.8.2. When the College is officially closed due to snow and ice conditions and the Contractor plans to work, it is the Contractor's responsibility to provide additional snow and ice removal, including removal beyond the site project limits, as necessary to provide access required by its Workers, Subcontractors and/or suppliers.

3.10.8.3. At all times, Contractor shall cooperate and coordinate his snow and ice removal activities with College's snow and ice removal activities.

3.10.9. Trash Removal: Salvage and Recycling

Unless otherwise indicated in the Contract Documents:

3.10.9.1. Salvage rights belong to the Contractor when the project scope of work includes demolition and removal of existing materials or equipment.

3.10.9.2. Contractor shall implement recycling practices as part of its trash removal protocol, with particular attention to sorting and recycling corrugated cardboard packaging materials, wood pallets, paper products and metal products.

3.10.10. Project Signage

3.10.10.1. Contractor may place his identification signage for promotional purposes at the Project site, subject to review and approval by the College's Project Manager.

3.11 HAZARDOUS AND TOXIC SUBSTANCES

3.11.1. Hazardous and Toxic Substances

3.11.1.1. The Contractor shall comply with all applicable federal, state, bi-county and local laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, in effect on the date of the Contract and as amended from time to time. The Contractor shall further comply with any special provisions or requirements, including more stringent provisions, mandated by any entity having jurisdiction, including but not limited to the Montgomery County Department of Environmental Protection.

3.11.1.2. At least ten (10) calendar days prior to commencing any on-site Work required by these Contract Documents, the Contractor shall compile, maintain and submit to the College's Project Manager a "Chemical Information List" which shall contain the following information for each hazardous and toxic substance used, manufactured, processed, formulated, packaged, repackaged, handled, reacted, transferred, or stored at the job site: the common name, the chemical name, and identification of the Work area in which the hazardous chemical is found. A copy of this list shall be posted at all times at the Contractor's on-site project office. This list shall be updated and maintained in a current status by the Contractor as to the hazardous and toxic substance used, manufactured, processed, formulated, packaged, repackaged, handled, reacted, transferred or stored at the job site. The Contractor shall submit to the College's Project Manager an updated Chemical Information List at least 48-hours prior to the introduction of any additional hazardous and toxic substance not listed on the current Chemical Information List which is to be used, manufactured, processed, formulated, packaged, repackaged, handled, reacted, transferred or stored at the job site.

3.11.1.3. The Contractor shall provide the College's Project Manager at least 48-hours prior to commencing Work requiring the use of a hazardous and toxic substance with a "Material Safety Data Sheet" or, in the case of a controlled hazardous waste substance, a hazardous waste manifest, for each hazardous and toxic substance listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

3.11.2. Asbestos-Containing Materials

3.11.2.1. The Contractor shall not use, install, or apply any asbestos-containing building materials on any Work. Any exception to this requirement must be requested in writing by the Contractor with an explanation of Work requirements. The College will review any such request and must approve in writing the use of any asbestos-containing building materials on any Work prior to use, installation or application. Upon completion of the project and before final acceptance is issued by the College, the Contractor shall provide the College's Project Manager with written and notarized certification that it did not use, install or apply asbestos-containing materials.

3.11.3. Environmental Litigation

3.11.3.1. If the performance of all or any part of the Work is suspended, delayed or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation as defined below, or by the order of any state or federal agency or official enforcing applicable laws, such expense, delay or interruption shall be considered as if ordered by the College under Article 2, College's Right To Stop Or Suspend Work. If it is determined that the suspension, delay, or interruption is due wholly or in part to acts or omissions of the Contractor or breach or violation of the terms of this Contract or acts of the Contractor not required by this Contract, the Contractor shall be responsible for all additional costs and delays resulting from such acts or omissions. The term "environmental litigation" as used herein means a complaint filed in court alleging that the Work will have an adverse effect on the environment and that the College has not duly considered, either substantively or procedurally, the effect of the Work on the environment.

3.12. CUTTING AND PATCHING

3.12.1. The Contractor shall be responsible for any cutting, fitting, or patching, required to complete the Work or to make its parts fit together properly.

3.12.2. The Contractor shall not damage or endanger a portion of the Work or other construction of the College or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the College or a separate contractor except with written consent of the College and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the College or a separate contractor the Contractor's consent to cutting or otherwise altering its Work.

3.13. CLEANING

3.13.1. Progress Cleaning

3.13.1.1. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract, and shall remove and dispose of waste materials or rubbish prior to the end of each working day.

3.13.1.2. If the Contractor fails to clean up as provided in the Contract Documents, the College's Project Manager may do so and the cost thereof shall be charged to the Contractor.

3.13.2. Final Cleaning

3.13.2.1. At completion of the Work the Contractor shall remove from and about the Work waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.13.2.2. Contractor shall wet clean all floors and surfaces or otherwise clean any equipment and materials installed in accordance with manufacturer's instructions.

3.14. ROYALTIES, PATENTS AND LICENSE FEES

3.14.1. The Contractor assumes the risk that any materials, equipment, processes or other items required under the Contract or furnished by the Contractor are subject to any patent, copyright, mark, secret or other property right of another. The Contractor shall pay for all royalties and license fees and shall obtain all necessary licenses or permits to permit use of any such item by the College. Contractor shall defend all suits or claims of infringement of any patent, copyright, mark, secret or other property right of another and shall save the College harmless from loss or expense on account thereof.

3.14.2. When an item specified by the College or furnished by the Contractor infringes or is alleged to infringe any patent, copyright, mark, secret or other property right of another, the Contractor will, at its option, and at no additional cost to the College, (1) procure for the College the right to use the item; (2) replace the item with an approved, non-infringing equal; or (3) modify the item so that it becomes non-infringing and performs substantially the same as the original item.

3.14.3. The review by the College of any method of construction, invention, appliance, process, article, device or material of any kind shall be for its adequacy for the Work, and shall not be an approval of the use thereof by the Contractor in violation of any patent or other rights or any third person.

3.15. INDEMNIFICATION

3.15.1 The Contractor shall be responsible for any property damage, loss, personal injury, death and/or any other damage which may occur by reason of the Contractor's acts, negligence, willfulness or failure to perform any of the obligations required by this Agreement. The Contractor agrees to indemnify and save

harmless the College and its respective employees, volunteers, students, and trustees, as applicable, (the "Indemnitees") from any claims, loss, costs, damages or other expenses suffered or incurred by the Indemnitees, including attorneys fees and costs, by reason of the Contractor's acts, negligence, willfulness or failure to perform any of the obligations required by this Agreement. The Contractor at its own expense shall defend the Indemnitees in any action or suit brought against any of the Indemnitees arising out of the Contractor's acts, negligence, willfulness or failure to perform any of the obligations required by this Agreement. Any acts, negligence, willfulness or failure to perform any of the obligations required by this Agreement on the part of any agent, servant, employee or Subcontractor of the Contractor, or any Subcontractor's agent, servant or employee, are deemed to be the Contractor's acts, negligence, willfulness or failure to perform any of the obligations defined by this Agreement.

3.15.2 In claims against any person or entity indemnified under subsection 3.15.1 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 subsection 3.15.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.15.3. The College may retain such moneys due or to become due the Contractor under this Agreement as it considers necessary until such suits or claims for damages have been settled or otherwise disposed of and satisfactory evidence to that effect has been furnished to the College.

3.15.4. The provisions of this Article shall survive the termination of the Agreement.

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

4.1. CLARIFYING INSTRUCTIONS

4.1.1. The College shall be the final interpreter of the Contract Documents. Through the College's Project Manager, the College will furnish, with reasonable promptness, such clarifications as it may deem necessary for the proper execution of the Work. Except as otherwise expressly provided in the Contract Documents, all recommendations by the Architect/Engineer and/or College's Project Manager with cost or schedule ramifications are subject to approval by the College. The Work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions. The Architect/Engineer and/or College's Project Manager have no authority to waive or change the requirements of the Contract Documents except to make minor changes in the Work which do not result in a claim for extra cost or time, and which are consistent with the intent of the Contract Documents.

4.1.2. Wherever typical parts or sections of the Work are completely detailed on the drawings and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.1.3. Dimensions of work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on drawings, the Architect/Engineer shall supply them on request to the Contractor.

4.2. REQUESTS FOR INFORMATION

4.2.1. In the event that the Contractor requires clarifications on or discovers conflicts or discrepancies in the Contract Documents, the Contractor shall submit a "Request for Information", in a format suitable to the College's Project Manager and Architect/Engineer prior to proceeding with the work.

4.2.2. Unless otherwise indicated in the Contract Documents, the Contractor shall prepare and routinely update an RFI log indicating the status of RFIs.

4.2.3. The Contractor must allow the Architect/Engineer, College's Project Manager and the College a reasonable time following receipt of each RFI to review the documents and respond to the Contractor. To the extent that additional time for review is needed to clarify the information submitted by the Contractor or its Subcontractors and suppliers, the Contractor will be notified of the cause of the delay and advised of how long it will take to complete the review; provided, however, that mere failure to give the Contractor such notice shall not entitle the Contractor to make a claim for additional compensation or a time extension. The Architect/Engineer will return the completed RFI response to the Contractor and also provide one copy each to the College and College's Project Manager.

4.2.4. The Contractor shall perform no portion of the Work requiring RFI response until the respective RFI response has been issued by the Architect/Engineer. Work performed without a response shall be at the Contractor's risk.

4.2.5. Should the Contractor consider any RFI response to cause a change in the scope of the Work from that required by the Contract Documents, whether or not such change may affect contract price or time, then the Contractor shall desist from further action relative to the item in question and shall in writing (1) immediately notify the Architect/Engineer, the College and College's Project Manager requesting clarification; and (2) furnish them, within seven (7) days, with a notice explaining the nature of the change and whether increased or decreased cost and/or time is anticipated. No Work shall be executed until the entire matter is clarified and the Contractor is ordered by the College to proceed. Failure of the Contractor to serve written notice as required herein shall constitute a waiver of any claim in relation thereto.

4.3. SITE VISITS AND OBSERVATIONS

4.3.1. The College's Project Manager, and Architect/Engineer, shall at all times have access to the Work wherever it is in progress. The Contractor shall provide proper and safe facilities for such access and for visits at the place of manufacture or elsewhere.

4.3.2. Inspections by the College's Project Manager, or Architect/Engineer, are for the sole benefit of the College. If the Specifications, the College's, College's Project Manager's, and Architect/Engineer's instructions, laws, ordinances or any public authority require any Work to be specially tested or reviewed, the Contractor shall give the College's Project Manager timely notice of the Work's readiness for inspection. If the Work is scheduled to be inspected by an authority other than the College's Project Manager, and Architect/Engineer, the Contractor shall inform the College's Project Manager of the date fixed for such inspection. Required certificates of inspection shall be secured by the Contractor. Inspections by the College's Project Manager and Architect/Engineer shall be made promptly and where practicable, inspections may be made at the source of supply.

4.3.3. If any Work has been covered up contrary to the requirements of the Contract Documents or instructions of the College's Project Manager or Architect/Engineer before it has been observed, such Work must, if required by the College's Project Manager and/or Architect/Engineer, be uncovered for observation and replaced and/or recovered, at the Contractor's expense.

4.3.4. If any questioned Work has been covered up which is not required to be observed by the College's Project Manager and/or Architect/Engineer prior to being covered, the College's Project Manager and/or Architect/Engineer may request to see the Work in question and it shall be uncovered by the Contractor as directed. If such Work is found to be in accordance with the requirements of the Contract Documents, the College shall reimburse the Contractor for the cost of such uncovering and recovering. Such reimbursement shall be limited to the direct cost incurred plus the contract's approved percentage for overhead and profit. If the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall pay all costs associated with uncovering, correcting and recovering the Work.

4.3.5. The Contractor shall place its field engineers at the College's Project Manager's or Architect/Engineer's disposal for field checking during any inspection period. When layouts of the building and site work are to be made, the Contractor shall notify the College's Project Manager and Architect/Engineer in sufficient time so that the College's Project Manager and Architect/Engineer may be present.

4.3.6. Neither the presence nor the absence of the College's Project Manager or Architect/Engineer on the job shall relieve the Contractor from responsibility to comply with the provisions of the Contract Documents, nor from responsibility to remove and replace Work not in accordance therewith.

4.4. CLAIMS AND DISPUTES

4.4.1. Definition of Claim

4.4.1.1. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of 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 College and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.

4.4.2. Claims for Concealed or Unknown Conditions

4.4.2.1. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) 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, then the Contractor shall give notice to the College's Project Manager promptly before conditions are disturbed and in no event later than fifteen (15) calendar days after first observance of the conditions. Upon receipt of such notice the College's Project Manager and Architect/Engineer will promptly investigate such conditions and if 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 determine an equitable adjustment in the Contract Sum or Contract time or both. No change in the Contract Sum or Contract time or both will be allowed except by formal approval of the College. If it is determined 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 College's Project Manager shall so notify the Contractor in writing stating the reasons. Claims by Contractor which dispute such a determination must be made in accordance with subsection 4.4.5.

4.4.3. Claims for Extension of Time

4.4.3.1. If the Contractor is delayed at any time in the progress of the Work by any act or omission of the College, or its employees or by any other contractor employed by the College, or by changes ordered in the Work, or by strikes, lockouts, fire, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the College pending a decision, or by any cause which the College shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the College may decide.

4.4.3.2. The Contractor may be entitled to a time extension, but no additional compensation, if the delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another contractor in the performance of a contract with the College, fires, floods, epidemics, quarantine restrictions, strikes, foreign embargoes, unusually severe weather, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the Subcontractor or suppliers, the time of completion shall be extended for such reasonable time as the College may decide.

4.4.3.3. Claims for extension of time will be considered by the College only if made in writing to the College. Any claim for an extension of time must be made within seven (7) calendar days of the occurrence of conditions which in the opinion of the Contractor warrant such an extension. In the case of a continuing cause of delay, only one claim is necessary. Within thirty (30) days of filing a time extension claim notice, the Contractor shall submit a clear written statement and relevant supporting documentation substantiating the claim. The documentation shall include a revised schedule, which conforms to the schedules submitted each month with the payment requests and which shows the duration of the delay, its relation to other activities, and how the alleged delay was on the critical path. No time extension will be allowed except by formal approval of the College. The College with advice and assistance from the College's Project Manager shall ascertain the facts and the extent of the delay and extend the time for completing the Work, when in the College's judgment the findings of fact justify such an extension. The College's findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in section 4.5 of this Contract.

4.4.4. Claims for Equitable Adjustment for Delay

4.4.4.1 If a Delay in completion of the Work is authorized in writing by the College and compensation is not provided for under Changes in the Work otherwise negotiated, and the Contractor's work is materially affected by that Delay, then the Contractor may be entitled to submit a claim for an equitable adjustment in compensation.

4.4.4.2 Schedule management within the contract duration established at time of Bid/Proposal, including decisions that may alter sequencing of all or part the work, does not constitute grounds for an Equitable Adjustment for Delay claim from Contractor or his subcontractors or vendors. All prices are firm for the duration of the overall contract term.

4.4.4.3 Only the following items may be recoverable by the Contractor as compensation or damages for delay:

- (1) direct costs, consisting of
 1. actual additional salaried and non-salaried on-site labor expenses;
 2. actual additional costs of materials;
 3. actual additional equipment costs, based solely on actual ownership costs of owned equipment or actual reasonable costs of rented or leased equipment;
 4. actual additional extended field office expenses, excluding those which are to be included in overhead;
 5. actual additional reasonable costs of subcontractor and suppliers at any tier for which the Contractor is liable;
- (2) actual additional costs proven by clear and convincing evidence, resulting from labor or other inefficiencies proven by clear and convincing evidence; and
- (3) an additional percentage for overhead and profit of 15% for actual additional Work performed by the Contractor's own forces and 5% for actual additional Work performed by a Subcontractor.

4.4.4.4. No claim under this subsection shall be allowed for any costs incurred more than twenty days before the Contractor shall have notified the College in writing of the Delay.

4.4.4.5. No other compensation or damages are recoverable by Contractor for compensable delays or extensions of the completion time except as expressly stated herein. In particular, the College will not be liable for the following (by way of example and not of limitation) whether claimed by the Contractor or by a Subcontractor or supplier at any tier: (a) profit in excess of that provided herein; (b) loss of profit; (c) home office or other overhead in excess of that provided herein; (d) overhead calculated by use of the Eichleay formula or similar formulae; (e) consequential damages of any kind, including loss of additional bonding capacity, loss of bidding opportunities, and insolvency; (f) indirect costs or expenses of any nature except those expressly provided for herein; and (g) attorneys fees, costs of claims preparation and presentation, and costs of litigation.

4.4.4.6. There shall be deducted from the compensation payable to the Contractor under this section for delay any and all costs, expenses, and overhead recovered or recoverable by the Contractor under change orders issued to the Contractor or otherwise recovered or recoverable by the Contractor.

4.4.4.7. Contractor shall not be entitled to compensation or damages for delay unless, within seven (7) calendar days of the act, omission, occurrence, event or other factor alleged to have caused the delay, the Contractor notifies the College in writing of (a) the alleged delay and its anticipated duration; and (b) the act, omission, occurrence, event or other factor allegedly causing the delay. Knowledge on the part of the College or College's Project Manager of the act, omission, occurrence, event, or other factor or of the delay allegedly resulting there from, shall not excuse Contractor's failure to give the College the written notice required by this subsection.

4.4.5. Claims and Disputes Procedure

4.4.5.1. Unless a lesser period is prescribed by the Contract, the Contractor shall file a written notice of claim relating to the Contract, to the College's Project Manager within fifteen days after the basis of the claim is known or should have been known, whichever is earlier. Contemporaneously with, or within thirty days of filing of a notice of claim, but no later than the date that final payment is made, the Contractor shall submit the claim to the College's Project Manager. The claim shall be in writing and shall contain:

- (1) an explanation of the claim, including references to all Contract provisions upon which it is based;
- (2) the amount of the claim;
- (3) the facts upon which the claim is based; and
- (4) all pertinent data and correspondence that the Contractor relies upon to substantiate its claim. The Contractor shall submit such additional information as may be requested by the College's Project Manager.

4.4.5.2. A notice of claim or a claim that is not filed within the time prescribed by subsection 4.4.5.1 or a lesser period prescribed elsewhere in the Contract shall be dismissed and the claim shall be considered to be waived.

4.4.5.3. Upon receipt of the Contractor's claim, the College's Project Manager, shall take steps deemed necessary to review and investigate the claim. These steps may include an investigation and review of the facts pertinent to the claim, requesting additional information or substantiation from the Contractor or anyone else and taking such other steps as the College's Project Manager may consider appropriate.

4.4.5.4. Following their investigation, the College's Project Manager shall issue a written opinion regarding the claim, which shall contain such information as they consider appropriate.

4.4.5.5. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the College's Project Manager's opinion, order, finding or interpretation. The Contractor shall take all reasonable action to mitigate or to avoid costs or damages for which the College may be liable. The College Project Manager's decision shall be final and conclusive unless the Contractor files a written appeal to the Associate Vice President for College Facilities within fifteen days of the date of the College's Project Manager's opinion. The Contractor shall include in its appeal all of the information which it wants considered in the appeal. The Associate Vice President for College Facilities, in consultation with such other persons as deemed advisable, shall prepare and deliver a written decision to the Contractor. The Associate Vice Presidents' response shall be the College's final decision.

4.4.5.6. If the Contractor does not appeal the College's Project Manager's decision to the Associate Vice President for College Facilities within the time required under subsection 4.4.5.5, then the College's Project Manager's opinion shall be considered to be final, conclusive and binding upon the Contractor and College. There shall be no further right of review either administratively or in the courts. If the Contractor's timely appeals the College's Project Manager's decision to the Associate Vice President for College Facilities, the Associate Vice President for College Facilities' decision shall be considered to be conclusive and final unless within thirty days from the date of the Associate Vice President for College Facilities' decision the Contractor requests submitting the dispute to non-binding mediation as a precedent to commencing an action in the Circuit Court for Montgomery County. If no action is commenced within thirty days after the date of the Associate Vice President for College Facilities' decision, the Associate Vice President for College Facilities' decision shall be considered to be final, conclusive and binding on the Contractor and the College and the Contractor's right to appeal to the courts shall be waived.

4.4.5.7. If a court action is contemplated, all claims, disputes and other matters in question arising out of or related to the Contract or breach thereof shall first be submitted to non-binding mediation. Such mediation shall be in the nature of settlement discussions and privileged. The location of the mediation shall be in Rockville, Maryland.

4.4.5.8. The timely filing of a claim and the receipt of an opinion by the Contractor from the College's Project Manager, receipt of a decision from the College's Associate Vice President for College Facilities and pursuit of non-binding mediation are conditions precedent to filing an action in court. Any action which may be commenced against the College shall be filed in the appropriate state court in Montgomery County, Maryland. The Contract and disputes arising out of it shall be governed by the laws of the State of Maryland without regard to conflicts of laws provisions.

4.4.5.9. Claims by the College against the Contractor may be commenced at any time in any appropriate court without regard to the other provisions of the Contract Documents, including subsection 4.4. This right is in addition to all other rights which the College may have under the Contract Documents.

4.5. DELAYS AND DAMAGES

4.5.1. Delays beyond the control of the Contractor

4.5.1.1. In the event the performance of work or services under this Agreement is delayed by causes beyond the control of and without the fault or negligence of the Contractor, the College shall have the option to:

- (1) Terminate the Agreement, or
- (2) Allow the President of the College or their designee to extend the time for performance. No monetary compensation will be awarded for the time extension.

4.5.1.2. Any changes made in this Agreement as a result of delay shall be in writing. In the event the time for performance of this Agreement is extended beyond the term provided for, all other terms and conditions shall remain in full force and effect.

4.5.2. No Waiver of Delay

4.5.2.1. Except as may be expressly agreed otherwise by the College in writing, no action or inaction by the College or its Project Managers shall constitute a grant of an extension of the completion date or the waiver of a delay or other default by the Contractor, including: (1) schedule, a recovery schedule, or an anticipated completion date from Contractor; (2) allowance, approval or acceptance of any schedule; (3) failure to terminate for default at an earlier date; or (4) demand that the Contractor finish the project by the required completion date or by any subsequent date promised by the Contractor.

4.5.3. Mitigation of Delays and College Remedies.

4.5.3.1. If Contractor should at any time cause interference, stoppage or delay to the Project or any activity necessary to complete the Project by the time required by this Contract (collectively, "Delay"), Contractor shall take all reasonable action to avoid or mitigate the effects the Delays, including but not limited to: (1) rescheduling or re-sequencing the Work and (2) re-assigning personnel. When the Contractor is responsible for any Delay, the College may order the Contractor to accelerate construction, work overtime, add additional shifts or manpower, work on weekends, or to do anything else reasonably necessary in order to finish on time, at no additional cost to the College. The Contractor does not have the unilateral right to complete the Work late and pay liquidated or other damages.

4.5.3.2 If Contractor should at any time cause the Delays described in subparagraph 4.5.3.1, then in addition to any other remedies the College may have under the Contract, the College, after notifying Contractor that it has forty-eight (48) hours within which to cure the Delay, may attempt to remedy the Delay by whatever means the College may deem necessary or appropriate including, but not limited to, correcting, furnishing, performing or otherwise completing the Work, or any part thereof by itself or through others, (utilizing where appropriate, any materials and equipment previously purchased for that purpose by Contractor), or by supplementing the Contractor's forces. The Contractor shall be liable to the College for all costs incurred by the College in attempting to remedy the Delay. The College may deduct the cost to remedy the Delay from any monies due or to become due to the Contractor.

4.5.4. Waiver of Right to a Time Extension

4.5.4.1. Failure of the Contractor to request a time extension within seven (7) calendar days of the time the Contractor should have known about the delay to which it might otherwise be entitled, shall constitute a waiver of the Contractor's right to an extension of the required completion date, except that subsection 4.5.5 shall be separately applied if necessary.

4.5.5. Severe Weather Delays

4.5.5.1. "Unusually severe weather" is weather which is more severe than the historical average for the month as evidenced by the National Weather Service for the locality of the Work. Time extensions for unusually severe weather will be allowed on a tentative basis only and the final decision will be reserved until the Work is substantially completed. Weather conditions prevailing throughout the entire Contract period will be considered, including consideration for abnormally mild conditions to offset abnormally severe conditions. Extension of time due to abnormal weather conditions will be granted on the basis of one (1) calendar day for each normal working day lost, or as mutually agreed upon by the College and the Contractor. No additional compensation will be provided to the Contractor.

4.5.6. Liquidated Damages

4.5.6.1. It is agreed that time is of the essence and therefore the College will suffer substantial damages if the Work is not completed within the time stated in the Preliminary Project Schedule contained in the Contract Documents. For each day that the Work shall be uncompleted after the contract completion date, the Contractor may be liable for liquidated damages in the amount specified in the Contract Documents. Prior to and after expiration of the Contract completion time, the College may withhold an amount equal to liquidated damages whenever the progress of construction is such that, due to the fault or responsibility of the Contractor, the Contractor, in the judgment of the College is behind schedule so as not reasonably to be able to permit completion of the Project on time. Due account shall be taken of excusable delays, any extensions of time reasonably due the Contractor for completion of additional Work under change orders, and for delays for which the College is responsible, provided that the Contractor has properly requested time extensions therefore. After submission of a price, the Contractor may not contest the reasonableness of the amount of liquidated damages stated in the Contract. These assessed damages shall not be considered as a penalty, but as mutually agreed upon as the ascertained damages suffered by the College because of the delay.

ARTICLE 5 – CONSTRUCTION BY COLLEGE OR BY SEPARATE CONTRACTORS**5.1 SEPARATE CONTRACTS**

5.1.1. The College reserves the right to let other contracts in connection with the Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work, and shall properly connect and coordinate its Work with theirs. The Contractor shall work harmoniously with other contractors. The Contractor is not entitled to overhead, profit, or other compensation for work done for the College by other contractors.

5.1.2. If any part of the Contractor's Work depends on the proper execution or completion of any other contractor's work, the Contractor shall inspect and measure the work of the other contractor(s) and promptly report to the College's Project Manager any defects or discrepancies in such work. The Contractor's failure to inspect and make such a report shall constitute an acceptance of the other contractor's work as fit and proper for the proper execution of its Work, except as to latent defects.

5.1.3. The College's Project Manager will schedule and coordinate the Work of the Contractor with the work of all separate contractors on the Project including use of the site by the Contractor and the separate contractors. The College's Project Manager will keep the Contractor informed of the progress schedule to enable the Contractor to reasonably plan and perform its Work properly. The College's Project Manager may issue appropriate directions and require the Contractor to take such other measures as may be necessary to timely coordinate and progress the Work. Any neglect or refusal by the Contractor to comply with directions issued by the College's Project Manager shall constitute a failure to perform the Work in accordance with the Contract requirements and will justify action from withholding of payments otherwise due up to and including termination of the Contract.

5.1.4. The College and College's Project Manager do not guarantee the unimpeded operations of the Contractor. The Contractor acknowledges that the award of more than one contract for a Project necessitates the proper scheduling and sequencing of the Work with the work of all other contractors, and may lead to inherent delays in the progress of the Work. The Contractor agrees to re-sequence his work as may be reasonably directed by the College's Project Manager from time to time. The Contractor hereby agrees to make no claim for delays caused by the presence or operations of other contractors engaged on the Project.

5.1.5. Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the College for the performance of work on the Project, or through any act or omission of a subcontractor of such other contractor, the Contractor shall make no claim against the College or its consultants (including but not limited to the Architect/Engineer and College's Project Manager) for such damage, but shall have a right to recover such damage from the other contractor under a provision similar to subparagraph 5.1.6 which has been or will be inserted in all contracts with such other contractors. The Contractor hereby releases the College, College's Project Manager and Architect/Engineer and their respective officers and employees from all damages to the Contractor caused by other contractors on the Project.

5.1.6. Should any other contractor under contract with the College for performance of work on the Project sustain any damage through any act or omission of the Contractor hereunder, or through any act or omission of a Contractor's subcontractor of any tier, the Contractor agrees to reimburse such other contractor for all such damages and to indemnify and hold the College, College's Project Manager and Architect/Engineer harmless from all such claims, including attorneys' fees, to the fullest extent permitted by law.

5.1.7. The Contractor agrees that in the event of a dispute as to cooperation or coordination with other contractors on the Project, the College's Project Manager will act as mediator and decisions made by the College's Project Manager will be binding.

5.1.8. The Contractor shall fully cooperate and coordinate its Work with other contractors working on separate projects for other buildings, road work, and the like in accordance with College's Project Manager's direction.

5.1.9. Wherever work being done by any contractors or subcontractors is contiguous to Work covered by the Contract Documents, the respective rights of the parties shall be established by the College's Project Manager to secure the completion of the various portions of the Work in general harmony.

5.1.10. If a dispute arises among the Contractor and other contractors as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in these General Conditions, the College's Project Manager may direct who shall perform the clean up. The College's Project Manager reserves the right to clean up and allocate the cost in a timely manner among those responsible as the College's Project Manager determines to be just.

ARTICLE 6 – CHANGES IN THE WORK**6.1. CHANGES IN THE WORK****6.1.1. Changes**

6.1.1.1. The College unilaterally may, at any time, without notice to the sureties, if any, and without invalidating the Contract Documents, by written order designated or indicated to be an order, make any change in the Work including but not limited to changes in the Specifications, Drawings in the method or manner of performance of the Work, the College-furnished facilities, equipment, materials, services, or site or directing acceleration in the performance of the Work. Any other written order or an oral order, including a direction, instruction, interpretation, or determination from the College that causes or constitutes any such change shall be treated as a change order under this clause provided that before performing the Work directed by the change that the Contractor gives the College's Project Manager written notice stating the date, circumstances and source of the order and that the Contractor regards the order as a change order. The Contractor shall not proceed to perform the Work described in the written or oral order unless the College's Project Manager acknowledges in writing to the Contractor that the order is a change order and that the Contractor is to proceed with the Work as a change.

6.1.1.2. If any change under this subsection causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under the Contract, whether or not changed by an order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, except for claims based on defective Specifications or Drawings, that no claim for any order under subsection 6.1.1.1 above shall be allowed for any cost incurred more than twenty days before the Contractor gives written notice as therein required; and provided further that in the case of defective Specifications or Drawings for which the College is responsible, the equitable adjustment shall include any increased costs reasonably incurred by the Contractor in attempting to comply with such defective Specifications or Drawings.

6.1.1.3. If the Contractor intends to assert a claim for an equitable adjustment under subsection 6.1.1, it shall, within thirty days after receipt of an order for the furnishing of written notice under subsection 6.1.1.1 submit to the College's Project Manager a written statement setting forth the general nature of the monetary extent of the claim.

6.1.2. Disputed Work

6.1.2.1. In the event of a dispute between the College and the Contractor as to whether any Work is included in the scope of the Contract, such that the Contractor will be obligated to provide that Work at no additional cost to the College, the College's Project Manager may order the Contractor in writing under this section to perform the Work. If the Contractor considers such an order to be a change in the scope of the Contract entitling the Contractor to additional compensation, a time extension, or other relief, the Contractor must provide notice within seven days (7) from receipt of the College's Project Manager's written order under the section to perform the Work and to initiate a claim therefore in accordance with Contract requirements.

6.1.2.2. A request by the Contractor for additional time or additional costs caused by the impact of an order of the College on the critical path for completion must be accompanied by (a) a reasonably detailed description of the effect of the order on the adjusted critical path and (b) supporting documentation. The mere existence of a change order does not entitle the Contractor to an extension of time, compensation for delay or damages or costs associated with delay. Contractor's entitlement thereto shall depend upon the effect of the change order on the adjusted critical path for completion and shall be subject to the requirements of Article 3.7, Prosecution and Progress of the Work.

6.1.2.3. Upon receipt of a signed written order of the College's Project Manager under this subsection, the Contractor shall comply with the order promptly, within the requirements of the completion schedule, whether or not the Contractor signs or accepts the change order. Failure to comply with the order in a timely manner shall constitute a breach of the Contract and grounds for termination for default or any other remedy available to the College.

6.1.3. Modification of Contract Sum

6.1.3.1. When changes in the Work may require a modification of the Contract Sum, the Contractor shall provide to the College's Project Manager, within thirty (30) days of its receipt of a proposal request, an itemized breakdown showing quantities, unit costs, hours and rates of labor, and other costs in such detail as may be required to allow the reasonableness of the cost to be established. Similar cost information covering Subcontractor's Work shall be included as part of the Contractor's proposal. Minimum charges for "handling" will not be acceptable. Charges for general supervision and management will not be acceptable.

6.1.3.2. Modification of the Contract Sum, when required, shall be determined as follows:

- (1) When applicable unit prices are stated in the Contract or have been subsequently agreed upon, by application of such unit prices.
- (2) A lump sum price agreed upon by the College and the Contractor.
- (3) If job conditions or circumstances or the extent or nature of the change, or failure of the College and the Contractor to agree upon a lump sum price or the application of unit prices, prevent the determination of the cost of any proposed change, the Work shall be paid pursuant to subsection 6.1.3.4.
- (4) If a change involves a credit to the College, unless the amount must be determined by the application of unit prices, the amount of the credit shall be the greater of (a) the alternate or other itemized price for such Work stated in Contractor's price or (b) a reasonable price, including profit and overhead.
- (5) If the change involves both a credit and a debit, the sums shall be shown and the two sums balanced to determine the adjusted total cost or credit.
- (6) The mark up allowable to the Contractor for combined overhead and profit for Work performed solely by the Contractor with its own forces shall be a reasonable amount not to exceed 15% of the Contractor's costs (excluding items includable in overhead).
- (7) The mark up allowable to a Subcontractor for combined overhead and profit for Work performed solely with its own forces shall be a reasonable amount not to exceed 15% of the Subcontractor's cost of labor and materials and equipment. Mark ups for Sub-subcontractors or suppliers, if required, must be provided from within the markup allowance provided to the Subcontractor. No additional mark up allowance will be allowed for Sub-subcontractors or suppliers. For Work performed by a Subcontractor solely with its own forces, the Contractor is entitled to a reasonable mark up for combined overhead and profit, not to exceed 5% of the Subcontractor's labor, materials and equipment cost.

Sample Calculation:

A.	Subcontractor's cost (LME) <i>(includes direct costs of Subsubcontractors and/or suppliers)</i>	= A
B.	Subcontractor's combined OH&P	= 15% of A
C.	Subcontractor's Bonds and Builder's Risk Insurance if required	= as a % of A+B
D.	Contractor's combined OH&P	= 5% of A+B+C
E.	Contractor's Bonds and Builder's Risk Insurance if required	= as a % of A+B+C+D
F.	Total Modification of Contract Sum:	= A+B+C+D+E

- (8) The Contractor shall be allowed the actual, reasonable additional cost for rental of machine power tools or special equipment, including fuel and lubricants which are necessary to execute the Work required on the change, but no percentage shall be added to this cost.
- (9) The Contractor and separately bonded subcontractors, if any, shall be allowed the actual, reasonable additional cost for Bonds and Builder's Risk Insurance, if required.

6.1.3.3. The allowable percentages for cost and overhead and profit as provided in subsections 6.1.3.2 (6) and (7) and elsewhere are deemed to include but not be limited to all costs and expenses of the following kinds: project management, supervision and coordination; job supervision and field office expenses required by the Contract; expenses for supervisors, superintendents, managers, timekeepers, clerks and watchmen; cost of correspondence of any kind; insurance not specifically mentioned herein; all expenses in connection with the maintenance and operation of the field office, use of small tools, cost of vehicles generally used for transporting either Workers, materials, tools or equipment to job location and incidental job burdens; and all expenses or maintenance for operation of Contractor's regularly established principle office, branch office, similar facilities and all other costs and expenses customarily classified as overhead. The Contractor's entitlement to compensation or additional time for delays for which the College is responsible or for which an extension is due to the Contractor is also subject to Article 4.

6.1.3.4. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the College 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, a reasonable allowance for overhead and profit as stated in subsection 6.1.3.2 (6) and (7). In such a case, the Contractor shall keep and present in such form as the College's Project Manager may prescribe an itemized accounting together with appropriate supporting data. The itemized accounting shall be prepared daily and presented to the College's Project Manager at the conclusion of each day. Unless otherwise provided in the Contract Documents, reimbursable costs to the Contractor shall be limited to the following:

- (1) Costs of labor, including Social Security, old age and unemployment insurance, fringe benefits required by agreement or custom and Workers' compensation insurance;
- (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; and
- (4) Cost of premiums for all bonds and insurance and permit fees related to the Work, provided that, the penal sum of the surety bond has been increased and the surety has increased the premium cost to the Contractor.
- (5) Pending final determination of the costs accumulated pursuant to subsection 6.1.3.4, amounts not in dispute may be included in an Application for Payment.

6.1.3.5. The College's Project Manager will review and make a recommendation regarding the adjustment in Contract Sum and/or Time proposed by the Contractor to the College. Only the College is authorized to approve adjustments in Contract Sum and/or Time. Approval by the College requires review and administrative processing, based on claim value, in accordance with the following schedule:

- Claims less than \$ 4,000 require review and approval by the College's Associate Vice President for College Facilities.
- Claims between \$ 4,000 and \$ 7,499 require review and approval by the College's Vice President for Administrative and Fiscal Services
- Claims between \$ 7,500 and \$ 24,999 require review and approval by the College President.
- Claims \$ 25,000 and greater require review and approval by the College's Board of Trustees as an action item at a monthly business meeting. Items requiring such approval must follow Board of Trustees agenda action item submission requirements. (Normally,

action items are placed on the Board meeting agenda at least one month prior to the scheduled meeting date to allow time to conduct necessary internal administrative reviews prior to the Board meeting.)

6.1.4. Minor Changes in the Work

6.1.4.1. The College's Project Manager will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order of the College's Project Manager and shall be binding on the College and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 7 – PAYMENTS AND COMPLETION

7.1. SCHEDULE OF VALUES

7.1.1. To facilitate checking the Work performed, the Contractor shall furnish to the College's Project Manager a detailed Schedule of Values of the various parts of the Work, including quantities, aggregating to the total sum of the Contract. The schedule shall be divided so as to facilitate payments to Subcontractors, if any, made out in the form prescribed by the College's Project Manager, and, if required, supported by such evidence of its correctness as the College's Project Manager may direct. The Schedule of Values cost breakdown shall be used as a basis for Certificates of Payment unless it is found to be in error.

7.1.2. The Schedule of Values shall be submitted as soon as possible, but not less than fifteen (15) days prior to the first scheduled Application for Payment described in the General Conditions.

7.2. PROGRESS PAYMENTS

7.2.1. Application for Payment

7.2.1.1. No later than the 25th day of each month, the Contractor shall submit to the College's Project Manager an original and accurate Application for Payment dated the last day of the month in the form prescribed by the Contract Documents together with the supporting documentation listed herein. Applications for Payment received after the 25th day of each month, or not submitted on an original, or containing erroneous information, or missing the required supporting documentation, shall not be processed during that month's payment cycle. Payments shall be made on the value of Work expected to be completed up to and including the last day of the month based upon the labor and materials incorporated in the Work; and of materials suitably stored at the site; less the aggregate of any previous payments, retainages and amounts withheld under subsection 7.2.1.9. The Applications for Payment, including final payment, shall be reviewed and certified by the College's Project Manager. After reviewing and certifying the amounts due the Contractor, the College's Project Manager will submit the Project Application and the Project Certificate for Payment, along with the Contractor's Applications and Certificates for Payment, to the Architect/Engineer. Based on the Architect/Engineer's observations and valuations of Contractor's Applications for Payment, and the Certifications of the College's Project Manager, the Architect/Engineer will review and certify the amounts due the Contractor and will issue a Project Certificate for Payment.

- (1) The Contractor shall promptly pay each Subcontractor, if any, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which each Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of the Subcontractor's Work. The Contractor may not withhold from the Subcontractor any portion of the payment due to any cause unrelated to the Subcontractor's performance of the Work on the Project, notwithstanding any prior agreement between Contractor and Subcontractor to the contrary.

7.2.1.2. No later than the 25th day of each month, each Application for Payment shall be supported by the following documentation, each in a form to be supplied or approved by the College's Project Manager:

- (1) Updated schedule information of Contractor's progress to date.
- (2) Subcontractors' certificates, statements and affidavits showing that portions of the Work covered by the Application for Payment have been completed and material included therein have been and will be delivered.
- (3) Affidavit from Contractor and Subcontractor stating respectively that their subcontractors, vendors and material suppliers have been paid from the proceeds of the last Application for Payment and that there are no outstanding claims for payment.

7.2.1.3. That part of the payment which is requested on account of materials delivered and suitably stored at the site or other approved location but not incorporated in the Work shall, if required by the College's Project Manager, be conditioned upon submission by the Contractor of bills of sale or upon such other procedure as will establish the College's title to such material or otherwise adequately protect the College's interest as determined by the College's Project Manager, including applicable insurance coverage and cost of transportation to the project site for those materials and equipment stored off the site.

7.2.1.4. From each Application for Payment the College shall withhold 10% of the amount earned as retainage. Upon request by the Contractor and approval by the College, and, if required, the surety, and if the progress of the Work and quality of the Work is in accordance with the current schedule and is satisfactory as determined by the College at its sole discretion, and if the Contractor's Work is physically 50% complete, no additional retainage shall be withheld for Work completed subsequent to that date. Unless otherwise agreed to by the College in writing, the retainage withheld for the first 50% of the Contractor's Work shall be paid with the Final Payment. The College reserves the right to withhold from subsequent payments for the balance of the Work a sum sufficient to restore the retainage to 10% of the value of the Work for the balance of the Work from the time it may conclude in its sole judgment that the Work may not be completed by the date required by the Contractor or the Work is otherwise not in conformance with the requirements of the Contract Documents. Unless otherwise agreed to by the College in writing, until Substantial Completion of the Project is achieved, the retainage withheld shall not be less than 5%. Following Substantial Completion of the Project, the College at its sole discretion, may authorize reduction of retainage withheld to an amount not less than two (2) times the College's Project Manager's estimate of the value of the Contractor's punch list items.

7.2.1.5. Application for Payment shall be in the format required by the Contract Documents and the College's Project Manager. The Application shall include an itemized breakdown of the various items of the Work based on the previously submitted Schedule of Values.

7.2.1.6. The provisions for payment, withholding, retainage and Certificates of Payments are solely for the benefit of the College, and no other party (including sureties of the Contractor) may assert any claim for negligence or other action against the College, or anyone acting on behalf of the College for waiving or misapplying these provisions.

7.2.1.7. No Certificate issued nor payment made to the Contractor may be construed as an acceptance of the Work or be construed or relied upon as any indication that the labor or materials are in accordance with the Contract Documents or that the amounts paid or certified therefore represent the correct cost or value of the Work or that such amounts are in fact or law due the Contractor.

7.2.1.8. Any Application for Payment which is based on a pending claim for additional compensation may be certified by the College's Project Manager and the Architect/Engineer to the extent that it is determined that the payments yet to be made under the Contract and/or the retainage are sufficient to protect the College. Nothing herein shall be construed as requiring the College's Project Manager and Architect/Engineer to certify such applications or to release retainage. All certifications and payments, including those pursuant to a pending claim, shall be tentative and conditional.

7.2.1.9. The College may withhold payment or, on account of subsequently discovered evidence, nullify or reduce the whole or part of any certificate or payment on account of:

- (1) failure to update schedules properly as required by subsection 3.7;
- (2) failure to furnish the documents required by subsection 7.2.1.1 and 7.2.1.2;
- (3) liquidated damages which may be assessed under the Contract Documents or other damages or compensation due the College for claims of the College against the Contractor;

- (4) the cost (measured by the contract value or fair market value whichever is greater) of completing unfinished or defective Work not remedied or deductions or amounts due the College under the Contract;
- (5) failure of the Contractor to perform any material Contract requirements;
- (6) claims filed or likely to be filed against the College for which the Contractor may be liable to the College;
- (7) failure of the Contractor to make payments properly to Subcontractors or suppliers for material or labor or amounts claimed by the Contractor's surety or insurer under any right of subrogation;
- (8) a reasonable doubt the Work can be completed for the residual balance of the Contract;
- (9) damage to another Contractor;
- (10) any claim of the College or debt owed to the College by the Contractor;
- (11) failure to maintain as-built drawings; or
- (12) the cost of completing unfinished warranty Work.

7.3. ACCEPTANCE OF THE WORK AND FINAL PAYMENT

7.3.1. Partial Acceptance

7.3.1.1. If, in its sole discretion, the College desires to occupy any portion of the Work, the College shall have the right to occupy and use those portions of the Work which in the opinion of the College can be used for their intended purpose; provided that the conditions of occupancy and use are established and the responsibilities for the Contractor and the College for maintenance, heat, light, utilities and insurance are mutually agreed to by the Contractor and the College. The College has no obligation to accept the Work in portions. Partial occupancy shall in no way relieve the Contractor of its responsibilities under the Contract.

7.3.1.2. When the College occupies the Work in portions or accepts the Work in portions, if the beneficial use of any accepted portion of the Work as a whole depends on substantial completion or beneficial use of any other portion, then, unless otherwise agreed to by the College in writing: (1) warranties on the accepted portions do not begin to run until substantial completion of all portions on which beneficial use of the whole Work depends, and (2) substantial completion of the whole Work shall not be deemed to be achieved until substantial completion of all portions on which beneficial use of the whole depends.

7.3.2. Substantial Completion and Final Inspection

7.3.2.1. When the Work is substantially completed, the Contractor shall notify the College's Project Manager and Architect/Engineer in writing that the Work will be ready for final inspection and testing on a definite date. Reasonable notice shall be given by the Contractor to permit the College's Project Manager and Architect/Engineer to schedule the final inspection.

7.3.2.2. The inspection shall be conducted by the College's Project Manager and the Architect/Engineer. On the basis of the inspection, if it is determined that the Work appears to be substantially complete and the Work appears to be ready for occupancy and usable for its intended purpose, the College's Project Manager and Architect/Engineer shall establish the date of Substantial Completion, shall fix the times at which the warranties will begin, and the Architect/Engineer shall issue a Certificate of Substantial Completion.

7.3.2.3. If it is determined that Substantial Completion has been achieved, the College's Project Manager shall fix the time within which the Contractor shall complete any remaining items of Work which will be indicated on a list (the "punch list"). If the Contractor fails to complete the remaining items so listed in the time stipulated, the College shall have the undisputed right to complete the Work at the Contractor's expense. The Contractor may be required to complete multiple punch lists

until the Contract is performed in its entirety. Failure to complete punch list work in a timely manner shall constitute grounds for termination of the Contract for default. Final payment shall not be made until all Contract work, including all punch list work is complete to the satisfaction of the College's Project Manager.

7.3.2.4. Acceptance of the Work as substantially complete shall not excuse or waive any failure of the Contractor to complete the Contract as required by the Contract Documents. The Work shall not be considered substantially complete until (1) all electrical, mechanical, and life safety systems shall be completed and successfully tested and successfully inspected for conformity to all requirements of the Contract Documents and all applicable codes and standards, (2) a certificate of occupancy has been obtained for all parts of the Work and (3) all other requirements for substantial completion are met.

7.3.2.5. Upon completion of the Work, the Contractor shall forward to the College's Project Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the College's Project Manager a final Application for Payment. The final Application for Payment shall be processed in accordance with Subparagraph 7.3.3. Upon receipt, the College's Project Manager will forward the notice and Application to the Architect/Engineer who with the College's Project Manager will promptly make such inspection. When the Architect/Engineer, based on the recommendation of the College's Project Manager, finds the Work acceptable under the Contract Documents, the Architect/Engineer shall issue a Final Application and Certificate for Payment stating that the Work provided for in the Contract has been completed and is acceptable under the terms and conditions thereof and that the entire balance found to be due to the Contractor and noted in the final application is due and payable. The College's Project Manager and Architect/Engineer may not issue the Final Certificate and Application for Payment until all Work is fully completed and all other obligations of the Contractor under the Contract Documents have been completed.

7.3.3. Application for Final Payment

7.3.3.1. Upon completion of the Work, the Contractor shall prepare and submit to the College's Project Manager an Application for Final Payment. The College's Project Manager and Architect/Engineer will promptly proceed to make any necessary final surveys, to complete any necessary computations of quantities, and to complete other activities necessary to determine the Contractor's right to final payment. The College's Project Manager and Architect/Engineer will certify so much of the Contractor's Application for Final Payment as they consider due. The Contractor shall be informed of all deductions, damages, costs, back-charges, and other charges assessed against the Contractor by the College and the reasons therefore. Notwithstanding what is stated above, prior to or in the absence of a request from the Contractor for final payment, the College may determine the amount of the final payment it considers to be due to the Contractor.

7.3.3.2. If the Contractor disputes the amount determined by the College to be due it, it may initiate a claim under Article 4.4, Claims and Disputes.

7.3.3.3. Acceptance by the Contractor of any payment identified by the College as being a final payment shall operate as an accord and satisfaction and a general release of all claims of the Contractor against the College arising out of or connected with the Contract, except as may be expressly agreed otherwise in writing between the Contractor and the College. No claims by the Contractor may be asserted for the first time after the Contractor submits its Application for Final Payment or after final payment is made by the College.

7.3.3.4. Prior to final payment and before issuance of the College's Project Manager's and Architect/Engineer's final Certificates therefore, the Contractor shall fully comply with the following requirements:

- (1) Cleanup the Work area in accordance with the Specifications and federal, state, bi-county, county and local rules and regulations.

- (2) Provide a notarized affidavit stating that all monetary obligations to suppliers of material, services, labor and all Subcontractors have been completely fulfilled and discharged.
- (3) Complete all punch list Work and furnish to the College's Project Manager all documents, manuals and record (as-built) documents.

7.4. ASSIGNMENT OF CONTRACT MONIES

7.4.1. The Contractor shall not assign any monies due to it under the Contract without the consent of the College, and the assignee in such case shall acquire no rights against the College.

7.5. AUDIT

7.5.1. If the Contractor has submitted any claim or request for additional payment exceeding \$50,000, or If the Contractor has submitted cost or pricing data in connection with the pricing of any modification to this Contract, the College shall have the right to examine and audit all books, records, documents, and other data of the Contractor (including computations and projections) related to negotiating, pricing or performing the modification or claim in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. In addition to the above, the Contractor shall make available to the College the original project price estimate and backup takeoffs and records, and the actual monthly or periodic job cost records. If the Contractor fails or refuses to comply with applicable provisions concerning the Contract changes or claims, the College shall have no obligation to make payment to the Contractor for the change or claim.

7.5.2. The Contractor shall permit audit and fiscal and programmatic monitoring of the Work performed under this Agreement. The Contractor shall make available at its office at all reasonable times, the materials described in subsection 7.5.1, for examination, audit or reproduction, for 3 years after final payment under the Contract.

7.5.3. If the Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for 3 years after any resulting final termination settlement.

7.5.4. Records pertaining to claims, contract disputes, or to litigation or the settlement of claims arising under or relating to the performance of the Contract shall be made available until final disposition of such appeals, litigation, or claims.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY**8.1. SAFETY PRECAUTIONS AND PROGRAMS**

8.1.1. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

8.1.2. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Contractor shall comply and cooperate with College safety and security programs.

8.1.3. Except as otherwise directed by the Contract Documents, in the event the Contractor encounters on the site material reasonably believed to be hazardous, including but not limited to asbestos or polychlorinated biphenyl (PCB), which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the College's Project Manager in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the College's Project Manager and Contractor if in fact the material is hazardous and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of hazardous material.

8.2. PROTECTION OF PERSONS AND PROPERTY

8.2.1. The Contractor shall take all necessary precautions to ensure the safety of the public and of workers on the job, and to prevent accidents or injury to any persons on, about, or adjacent to the premises where the Work is being performed. The Contractor shall comply with the "Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and all laws, ordinances, codes, rules and regulations relative to safety and the prevention of accidents, and shall also comply with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America and with the applicable provisions of the American Standard Safety Code for Building Construction, ANSI A 10 Series, unless prevention of accidents is regulated by a more stringent local, State or Federal code, ordinance or law. The Contractor shall erect and properly maintain at all times, as required by laws and regulations and the conditions and progress of the Work, proper safeguards, including minimum provision of six (6) foot fall protection, for the protection of Workers and the public and shall post signs and other warnings against the dangers created by openings, stairways, falling materials, open excavations and all other hazardous or unsafe conditions. It shall be the Contractor's exclusive responsibility to take all safety precautions which may be necessary to protect all persons and property from injury or damage.

8.2.2. Contractor shall request permission in writing of the College's Project Manager, and have received written permission from the College's Project Manager, prior to the storage, use, or transportation onto the campus of explosives or other hazardous materials or equipment required for the execution of the Work. The Contractor is prohibited from storing, using or transporting hazardous materials or equipment not required for the execution of the Work onto the campus. The Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel if such written permission has been granted.

8.2.3. All damage or loss to any property referred to in this section, caused in whole or in part by the Contractor, and Subcontractor, and sub-subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable solely due to faulty Drawings or Specifications or to the acts or omissions of the College or Architect/Engineer or anyone employed by either of them or for whose acts either of them may be liable, and not also attributable to the fault or negligence of the Contractor.

8.2.4. The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the College's Project Manager.

8.2.5. Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

8.2.6. In any emergency affecting the safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided for in these General Conditions.

8.2.7. The Contractor shall continuously protect the Work and the College's property from damage, injury or loss arising in connection with operations under the Contract Documents. It shall make good any such damage, injury or loss, except such as may be caused solely by agents or employees of the College.

8.2.8. The Contractor shall be solely responsible for all damage due to intrusion and for the proper protection of the project site from damage due to fire, rain, wind or other causes. The Contractor shall provide sufficient security personnel as it deems necessary for proper protection of the Work and project site at all times. The Contractor shall provide temporary protection to prevent unauthorized persons from obtaining access to the site during the night and at other non-working hours.

8.2.9. The Contractor shall assume sole responsibility for vandalism or loss of materials and equipment not covered by Contractor's Builder's Risk insurance.

8.2.10. The Contractor shall protect all streets, sidewalks, light poles, hydrants and concealed or exposed utilities of every description affected by or adjacent to the Work and if such items are damaged by the Contractor or Subcontractors, the Contractor shall make all necessary repairs thereto or replacements thereof at no cost to the College.

8.2.11. Tight wood sheathing or plywood shall be laid under any materials that are stored on finished cement surfaces.

8.2.12. The Contractor shall at all times provide and maintain adequate protection against weather so as to preserve all Work, materials, equipment, apparatus and fixtures free from injury or damage.

8.2.13. The Contractor shall provide and maintain adequate protection for all properties adjacent to the site. When required by law or for the safety of the Work, the Contractor shall shore up, brace, underpin and protect as necessary, foundations and other portions of existing structures which are in any way affected by the operations under the Contract Documents. The Contractor, before commencement of any part of the Work, shall give any notices required to be given to an adjoining landowner or other parties.

8.2.14. The Contractor shall confine its construction equipment, the storage of materials and the operations of Workers to the limits indicated by laws, ordinances, permits and as may be established by the College, and shall not unreasonably encumber the premises with construction equipment or material.

8.2.15. The Contractor shall enforce the College's Project Manager's instructions regarding signs, advertisements, fires and smoking.

8.3. FIRE PROTECTION

8.3.1. Adequate precautions shall be taken against fire throughout all the Contractor's and Subcontractors' operations. Flammable material shall be kept at an absolute minimum, and, if any, shall be properly handled and stored. Except as otherwise provided herein, the Contractor shall not permit fires to be built or open salamanders to be used in any part of the Work.

8.3.2. Construction practices, including cutting and welding, and protection during construction shall be in accordance with the published standards of the Industrial Risk Insurers and the National Fire Protection Association; provide a sufficient number of approved portable fire extinguishers, distributed about the project; and use non-freeze type in cold weather.

8.3.3. Gasoline and other flammable liquids shall be stored in and dispensed from Underwriters' Laboratories listed safety containers in conformance with the National Fire Protection Association recommendations. Storage of any flammable liquids, however, shall not be within buildings.

8.3.4. All tarpaulins that may be used for any purpose during construction of the Work shall be made of material which is resistant to fire, water and weather. All tarpaulins shall have the Underwriters' Laboratories approval and shall comply with FS CCC-D-746.

8.3.5. The Contractor shall maintain emergency and fire exits from the Work area, or establish alternative exits satisfactory to the Fire Marshal.

8.3.6. Fire protection and safety during the execution of the Work are the exclusive responsibility of the Contractor.

8.4. EMERGENCIES

8.4.1. In an emergency affecting the safety of life, the Work or adjoining property, the Contractor, without special instructions or authorization from the College's Project Manager, is permitted to act at the Contractor's discretion to prevent such threatened loss or injury. In such an emergency the Contractor shall act prudently and expeditiously to prevent any threatened loss or injury and shall immediately notify the College's Project Manager and the Campus Security Office of such actions.

8.5. ACCIDENTS

8.5.1. The Contractor shall provide at the site, and make available to all workers, medical supplies and equipment necessary to supply first aid service to all persons injured in connection with the Work.

8.5.2. Contractor must promptly report in writing to the College's Project Manager and the Campus Security Office all accidents arising out of, or in connection with, the performance of the Work, whether on or off the site, which caused death, personal injury or property damage, giving full details and statements of witnesses. In addition, if death or serious damages are caused, the accident shall be reported immediately by telephone or messenger. If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the College's Project Manager and the Campus Security Office, giving full details of the claim.

ARTICLE 9 – INSURANCE AND BONDS**9.1. INSURANCE**

9.1.1. Unless otherwise indicated in the Contract Documents, the Contractor shall maintain in force at all times during the term of this Agreement, with an insurance carrier licensed to do business in the State of Maryland acceptable to the College, the following minimum insurance coverage. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the College, the proposed awardees/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

- a) Worker's Compensation Insurance covering the Contractor's employees as required by State of Maryland law with the following minimum limits:

Bodily Injury by Accident	\$ 100,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 100,000 each employee.

- b) Commercial General Liability Insurance, excluding automobiles owned or hired by the Contractor, with limits as follows:

Bodily Injury and Property Damage:	\$ 10,000,000 combined single limit of bodily injury and property damage per occurrence
------------------------------------	---

- c) Comprehensive Automobile Liability Insurance, providing bodily injury and property damage coverage for owned vehicles, hired vehicles and non-owned vehicles with limits as follows:

Bodily Injury:	\$ 1,000,000 each person
	\$ 2,000,000 each occurrence
Property Damage:	\$ 2,000,000 each occurrence

- d) Builder's Risk Insurance, providing property damage and theft replacement coverage for goods provided and services rendered during construction. For building renovation projects, when custody of the building is turned over to the Contractor, the Builder's Risk policy must additionally include building replacement value.
- e) Insured - The College, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured and loss payee on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of Contractor's products, goods and services provided under this Agreement.

9.1.2. Prior to the College signing the Contract, the Contractor shall provide the College with evidence of payment for the above insurance coverage. Any agreement for an extension of time to the Contract shall also include evidence of payment for extending the above insurance coverage for that agreed upon period of time.

9.1.3. These coverages and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of the Contractor. The insurance shall provide that policy coverage will not be canceled, altered or materially changed without sixty (60) calendar days' prior notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect.

9.1.4. The Contractor shall furnish the College with a certificate of insurance as evidence of the required coverage. The certificates of insurance must name the College as an additional insured.

9.1.5. In the event that the Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage and any lack of insurance shall be grounds for immediate termination of this Agreement.

9.1.6. For the purposes of this article, the word "licensed" shall be deemed to mean an insurance carrier either licensed or approved to do business in the State of Maryland.

9.2. PERFORMANCE, LABOR AND MATERIAL BONDS

9.2.1. The College may require the Contractor to furnish bonds. The bonds furnished by the Contractor shall be issued by a surety licensed to conduct business in the State of Maryland. The surety shall be approved by the College. The bonds furnished shall comply in all respects with the requirements of Maryland's Little Miller Act and shall be in the form prescribed by the College. 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 permit a copy to be made.

9.2.2. If at any time, the surety becomes insolvent, files for bankruptcy or for any reason whatsoever loses its right to do business in the State of Maryland, the Contractor shall, as soon as practicable but no later than within five calendar days, inform the College of this occurrence in writing.

9.2.3. If at any time, the surety becomes insolvent, files for bankruptcy or for any reason whatsoever loses its right to do business in the State of Maryland, the Contractor shall, within ten (10) calendar days after notice from the College to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety as may be satisfactory to the College.

ARTICLE 10 – CORRECTION OF WORK**10.1. CORRECTION OF WORK****10.1.1. Correction of Work before Final Payment**

10.1.1.1. The Contractor shall promptly remove from the premises all materials, equipment (whether incorporated in the Work or not) and Work rejected by the College's Project Manager as failing to conform to the Contract Documents, and the Contractor shall promptly replace and re-execute all Work under its Contract in accordance with the Contract Documents and without expense to the College and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

10.1.1.2. If the Contractor fails to correct nonconforming Work and does not proceed with correction of such Work within a reasonable period fixed by written notice from College's Project Manager, the College's Project Manager 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 ten (10) calendar days after written notice, the College's Project Manager may upon ten (10) additional calendar 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 College's Project Manager's and Architect/Engineer'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 College.

10.1.2. Correction of Work after Final Payment

10.1.2.1. If, within one year, or other time period established in the Contract Documents, after the date of Substantial Completion of the Work or designated portion thereof, any of the Work is found to not be in accordance with the Contract Documents, the Contractor, at its own expense shall correct it promptly after receipt of written notice from the College to do so. The Contractor shall pay for such tests and inspections made necessary by the faulty Work. The Contractor shall pay the costs incurred by the College for professional services and expenses, including but not limited to design professional and College's Project Manager fees, required as a result of Work found not in accordance with the Contract Documents, during the correction period. The correction period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive Final Completion of the Work under the Contract and the Contract Closeout.

10.2. ACCEPTANCE OF NON-CONFORMING WORK

10.2.1. If, in the opinion of the College, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the College to be equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 11 – MISCELLANEOUS PROVISIONS**11.1. LEGAL OBLIGATIONS, RELATIONS AND RESPONSIBILITIES****11.1.1. Laws to be Observed**

11.1.1.1. The Contractor shall keep fully informed of all Executive Orders, Federal, State, county, bi-county, regional and local laws, ordinances, rules and regulations and all orders and decrees of bodies of tribunals having any jurisdiction or authority, which in any matter affect those engaged or employed on the Work, or which in any way effect the conduct of the Work. It shall at all times observe and comply with all such laws, rules, ordinances, regulations, orders and decrees; it shall protect and indemnify the College and its Project Managers against any such claim or liability arising from or based on the violation of any law, ordinance, regulation, order, or decree, whether by itself or its employees, Subcontractors or suppliers at any tier. Whenever the Contract Documents require the Contractor to comply with provisions of Federal, State or local laws, regulations, ordinances or codes, the Contractor must comply whether such laws, regulations, ordinances or codes are expressly incorporated into the Contract or not.

11.1.1.2. The Contractor must comply with the provisions of the Workers' Compensation Act and Federal, State and local laws relating to hours of labor.

11.1.1.3. This Agreement is a contract under seal and its provisions shall be construed and interpreted according to the laws of the State of Maryland, without regard to principles of conflicts of law.

11.1.1.4. If the Contractor observes that the Contract Documents are at variance with any applicable law, ordinance or regulation, it shall promptly notify the College's Project Manager, and any necessary change shall be adjusted as provided in the Contract for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice, it shall bear all costs arising there from.

11.1.2. Regulations

11.1.2.1. Wherever any provision of any section of the Specifications conflicts with any agreements or regulations of any kind at any time in force among members of any Associations, Unions or Councils, which regulate or distinguish what work shall or shall not be included in the work of any particular, the Contractor shall make all necessary arrangements to reconcile any such conflict without delay, damage or cost to the College and without recourse to the College.

11.1.2.2. In case the progress of the Work is affected by any undue delay in furnishing or installing any items of material or equipment required under the Contract because of a conflict involving any such agreement or regulation, the College's Project Manager and Architect/Engineer may require that other material or equipment of equal kind and quality be provided at no additional cost to the College.

11.2. INDEPENDENT CONTRACTOR

11.2.1. The Contractor shall perform the Contract as an independent contractor and shall not be considered as an agent of the College, nor shall any employee or agent of the Contractor be considered subagents of the College. Nothing in this Contract shall be construed as constituting a partnership, joint venture, or agency between the College and Contractor. Other than duties of the College's Project Manager based on authority granted to the College's Project Manager by the College, no acts performed or representations, whether oral or written, made by or with respect to third parties and the Contractor shall be binding on the College.

11.3. EQUAL OPPORTUNITY

11.3.1. During the performance of this Contract, and in accordance with applicable law, the Contractor shall not discriminate in any manner on the basis of age, sex, race, color, religious belief, national origin, creed, status as a qualified individual with a disability or handicap, pregnancy, marital status or status as a disabled veteran or veteran of the Vietnam era.

11.3.2. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment without regard to their age, sex, race, color, religious belief, national origin, creed, status as a qualified individual with a disability or handicap, pregnancy, marital status or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

11.3.3. During the performance of this contract, the Contractor agrees that it shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to sex, race, age, color, creed, national origin, religious belief, handicap, marital status or status as a disabled veteran or veteran of the Vietnam era. The Contractor further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

11.3.4. The Contractor shall comply with all provisions of Executive Order 11246, as amended and of the rules, regulations and relevant orders of the Secretary of Labor.

11.3.5. The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to the Contractor's books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

11.3.6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, or the College may take such other action as may be necessary to obtain compliance. If such noncompliance appears continuing, the College may suspend all Contract payments until the noncompliance has ceased. Any delay in completion of the Contract as the result of the College taking action to obtain compliance with the nondiscrimination clauses of this Contract shall not preclude the imposition and collection of the liquidated damages for each day of delay in completion of the Work as provided for elsewhere in the Contract Documents. The Contractor may also be declared ineligible for further contracts with the College in accordance with procedures authorized in Executive Order 11246, as amended. The College's conceptual rights and remedies provided under this section are in addition to any other rights and remedies as provided in Executive Order 11246, as amended or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law or under this Contract.

11.3.7. Subcontractors shall not be approved by the College without first agreeing to the above terms and conditions, and the Contractor shall include the provisions of subsections (1) through (7) of this section in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions shall be binding upon each Subcontractor or vendor. The Contractor shall take such action with respect to any Subcontractor or purchase order as the College may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor

becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the College, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11.4. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

11.4.1. The Contractor warrants that both the Contractor and/or any subcontractor of the Contractor do not and shall not hire, recruit or refer for a fee, for employment under this Agreement or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to as "IRCA"), including but not limited to any verification and record keeping requirements. The Contractor agrees to indemnify and save the College, its employees and/or trustees harmless from any loss, costs, damages or other expenses suffered or incurred by the College, its employees and/or trustees by reason of the Contractor's or any subcontractor of the Contractor's noncompliance with "IRCA." The Contractor agrees to defend the College, its employees and/or trustees in any proceeding, action or suit brought against the College, including but not limited to administrative and judicial proceedings, arising out of or alleging noncompliance of the Contractor with "IRCA." The Contractor recognizes that it is the Contractor's responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.

11.5. ASSURANCE OF NONCONVICTION OF BRIBERY

11.5.1. The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal Government.

11.6. CONFLICT OF INTEREST

11.6.1. No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or affecting the subject matter of this Agreement shall, until such time as the Contractor receives final payment, become or be an employee of the party or parties hereby contracting with the College, the State of Maryland, or any department, commission, agency or branch thereof.

11.7. ASSIGNMENT AND SUBCONTRACTING

11.7.1. Neither the College nor the Contractor shall sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or its right, title or interest therein, or its obligations there under, without the written consent of the other. A change in membership of the Contractor's firm of one or more officers shall not constitute an assignment.

11.7.2. The Contractor shall not make any contracts for professional services with any other party for furnishing any of the work or services to be performed under this Agreement without the written approval of the College; however, this provision shall not be taken as requiring the approval of the contract of employment between the Contractor and its personnel assigned for the purposes of performing this Agreement.

11.8. CONTINGENT FEES

11.8.1. The Contractor hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

11.9. MARYLAND PUBLIC INFORMATION ACT

11.9.1. The College is subject to the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Contractor agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

11.10. TESTING AND INSPECTION

11.10.1. The College may retain, or may require the Contractor to retain, the services of testing/inspection laboratories/firms to perform the tests and make the required inspections and reports during the course of the Work as specified in the various sections of the Specifications or as required by the College in case of questions as to the strength or suitability of materials. However, for the purpose of preparing and testing design concrete mixes, the Contractor will retain the services of a testing laboratory which shall be other than that retained by the College. The Contractor shall also be responsible for all tests as indicated in the Specifications.

11.10.2. Testing/inspection laboratories/firms shall be responsible for conducting and interpreting the tests, shall state in each report whether or not the specimens tested conform to all requirements of the Contract Documents and shall specifically note deviations, if any, from said requirements. All testing/inspection laboratories/firms shall be subject to the College's approval.

11.10.3. The cost of testing services required solely for the convenience of the Contractor in its scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work shall be borne by the Contractor.

11.10.4. The Contractor shall furnish to the College's Project Manager samples of all materials and component parts of the Work required as test specimens in connection with the specified tests, and shall furnish labor and facilities at the site as necessary in connection with testing and inspection services whether such services are performed at the expense of the College or the Contractor.

11.10.5. The nature and scope of testing services performed by an agency retained by the Contractor shall be in accordance with requirements of governing authorities having jurisdiction over the Work and as otherwise specified, and shall be consistent with reasonable standards of engineering practice.

11.10.6. If, in the performance of any testing, control, balancing, adjusting or similar activities to be performed by the Contractor or an agent of the Contractor, it is the opinion of the College's Project Manager that the Contractor or said agent has failed to substantiate its ability to perform such work, the Contractor shall, at its expense, retain the services of a testing laboratory or service organization which is satisfactory to the College's Project Manager for the performance of such work.

11.11. NO WAIVER OF RIGHTS – COLLEGE'S REMEDIES CUMULATIVE – COLLEGE'S DAMAGES

11.11.1. The College shall not be precluded or estopped by any measurement, estimate, change order, contract modification, certificate of payment, or payment from showing the true amount and character of the Work furnished by the Contractor, or from showing that any measurement, estimate, change order, contract modification, certificate of payment, or payment is untrue or was incorrectly made, or from showing that the Work does not in fact conform to the Contract Documents. The College may recover from the Contractor or its sureties, or both, such damages, loss or additional expense incurred as a result of any such error or measurement, estimate, change order, contract modification, certificate of payment, or payment as a result of such failure to conform to the Contract Documents. The College's right in this respect shall not be waived or barred by any inspection, acceptance or approval of the Work, or by payment therefore, or by granting an extension of time, or by taking possession, or by execution of a change order based on the erroneous measurement, estimate, or change order, contract modification, certificate of payment or payment.

11.11.2. The activities of the College's Project Manager, Architect/Engineer and the College respecting this Contract, including inspection of the Work, review of submittals, monitoring of progress, and so forth, are for the benefit of the College only and are not for the benefit of the Contractor. The College's failure to bring to the attention of the Contractor deficiencies in the Work or in the Contractor's performance will not constitute a waiver or excuse of the Contractor's failure to comply strictly with contract requirements.

11.11.3. The waiver by the College of any breach of contract by the Contractor shall not operate as a waiver of any other or subsequent breach.

11.11.4. The rights and remedies of the College and the obligations of the Contractor under various provisions of the Contract Documents and under provisions of the law are cumulative and not exclusive.

11.11.5. For any claim or cause of action accruing to the College as a result of or arising out of this Contract, the College may collect damages of any kind, including consequential damages, or damages for purely economic loss.

ARTICLE 12 – TERMINATION OF THE CONTRACT**12.1. TERMINATION FOR DEFAULT**

12.1.1. The performance of the work or services under this Agreement may be terminated by the College, in whole or in part, from time to time, effective upon receipt of notice, whenever the Contractor shall default in the performance of this Agreement and fails to make progress in the prosecution of the contract work or endangers such performance and shall fail to cure such default within ten (10) calendar days period after receipt of written notification from the College specifying the default.

12.1.2. The College may terminate the Contract if the Contractor;

12.1.2.1. persistently or repeatedly refuses or fails to supply enough properly skilled Workers or materials;

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

12.1.2.3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

12.1.2.4. refuses or fails to prosecute the Work, or any separable part thereof with such diligence as shall ensure its completion within the time specified in the Contract or in the extension thereof;

12.1.2.5. fails to complete the Work within the time allotted by the Contract; or

12.1.2.6. is in breach of any material obligation of the Contract, including a breach which may occur after substantial completion.

12.1.3. If any of the above reasons exist, the College may without prejudice to any other rights or remedies of the College and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate the employment of the Contractor and may, subject to any rights of the surety:

12.1.3.1. take possession of the site and all materials, equipment, tools, and construction equipment and machinery owned by the Contractor; and

12.1.3.2. finish the Work by whatever reasonable means the College may deem is in its interests.

12.1.4. When the College terminates the Contract for one of the reasons stated herein, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the cost to finish the Work, such excess shall be applied to the Contractor's unreimbursed costs, if any, accrued from the last payment prior to termination to time of termination. This amount shall become due to the Contractor. Any unreimbursed costs exceeding the difference of unpaid balance of the Contract Sum and the cost to finish the Work shall be lost to the Contractor. If the cost to finish the work exceeds the Contract Sum, the Contractor shall pay the difference to the College. The amount to be paid to the Contractor or College, as the case may be, shall survive termination of the Contract.

12.2. TERMINATION FOR CONVENIENCE

12.2.1. The College may, at any time, terminate the Contract in whole or in part for the College's convenience and without cause.

12.2.2. Upon receipt of written notice from the College of such termination for the College's convenience, the Contractor shall (1) cease operations as directed by the College in the notice; (2) take actions

necessary, or that the College 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.

12.2.3. In the case of such termination for the College's convenience, the Contractor shall be entitled to receive payment from the College for all expenses incurred by it for satisfactory work, including reasonable termination expenses. Upon satisfactory proof that the Contractor would have earned a profit for Work performed prior to the date of termination, the Contractor shall be paid a reasonable amount for profit not to exceed 10% of the Contractor's costs incurred. Under no circumstances shall the Contractor be entitled to payment for anticipated but unearned profit and damages. In no event shall the Contractor's cost of the Work and profit, if any, to be reimbursed exceed the Contract Sum as adjusted by approved change orders.

END OF GENERAL CONDITIONS

This Page is Intentionally Left Blank

PART ONE - GENERAL

1.01 Description

- A. This section is intended for the Contractor's general information only and is not intended to be a complete list of the work intended for this project,
- B. The scope of work is indicated on the drawings and by the requirements of each technical specification section.
- C. Project Overview
 - 1. Roof areas listed for multiple buildings are to be repaired in accordance with the project specifications and as generally described herein.

1.02 General

- A. Products are specified in each of the technical specification sections and on the drawings.

PART TWO – PRODUCTS

- Not used -

PART THREE - EXECUTION

3.01 General Roof Demolition and Preparation

- A. These paragraphs refer to the removal of loose aggregate, dirt, roof membrane, insulation and other items from the existing roof mat in preparation for the repair of the existing roof system. Perform removal and preparation work in accordance with the methods described in section 02050 Roof Demolition of the project specifications. Remove only those items listed hereinafter.
 - 1. Power broom and vacuum all surfaces to receive new membrane and flashing by removing all loose aggregate and foreign substances.
 - 2. Removal of sections of the existing membrane and insulation where moisture is trapped in the roof system and leveling or re-tapering the roof repair area with adjacent roofing using new roof insulation boards. Areas to be removed are listed on the drawings and marked on the roof.

3. Removal of strip flashing at roof edges.
4. Removal of aggregate surfacing.
5. Removal of deteriorated flashing components.
6. Removal of pitch pocket filler.
7. Removal of aged repair patches.
8. Removal of debris from the roof surface.

3.02 Existing Roofing Repair

- A. All roof areas on multiple buildings shall be repaired and restored to a leak free condition in accordance with the project specifications with the products and procedures specified in section 07560 Roof Repair of the project specifications.
- B. Roof areas listed are designated to receive repairs specified. Roof drawings are included to aid with the location of the roof repairs. All defects are listed on the roof drawings. The scope of work shall be based on the following listing.
 1. Germantown Campus
 - a. **Science and Applied Studies Building (SA)**: Section A, Repair deteriorated seams at membrane base flashing, All. Section B, Repair deteriorated seams at membrane base flashing, All. Install mechanical termination to match existing at mechanical supports as needed. Section C, No repairs needed. Section D, No repairs needed. Section E, No repairs needed.
 - b. **Humanities and Social Science Building (HS)**: Section A, Repair deteriorated seams at membrane base flashing, As needed. Section B, No repairs needed.
 - c. **High Technology & Science Center (HT)**: Section A, Properly top off pitch pocket, All. Section B, No repairs needed. Section C, No repairs needed. Section D, No repairs needed. Section E, No repairs needed.

2. Rockville Campus

- a. **The Paul Peck Art Building (AR):** Section A, Remove and replace deteriorated base flashing, All. Reinstall missing aggregate, approx. 50 SF. Remove and replace approx 40' x 40' area of membrane, insulation, and associated flashings as marked on the roof and replace with new.
- b. **Music Building (MU):** Section A, Clear clogged drain strainer, All. Section B, No repairs needed.
- c. **Robert E Parilla Performing Arts Center (PA):** Standing seam metal roof, Prep and coat metal roof, All. Area adjacent to Section B, prior to coating, replace damaged or missing standing seam metal roof panels to match existing. Section A, No repairs needed. Section B, Repair damaged or missing counterflashing to match existing, as needed. Section C, Repair deteriorated seams at membrane base flashing, As needed. Repair damaged or missing J channel to match existing, As needed. Section D, Repair deteriorated seams at membrane base flashing, As needed. Repair damaged or missing counterflashing to match existing, As needed. Section E, Clear clogged drain strainer, All. Repair deteriorated seams at membrane base flashing, As needed. Repair damaged or missing counterflashing to match existing, As needed.
- d. **Interim Technical Training Center (TT):** Standing seam metal roof (Shop Area), Replace metal roof mechanical fasteners with new grommeted fasteners, All. Install new aluminum snow guards along all eaves in accordance with Section 07560. Repair/replace damaged or missing gutter to match existing, As needed.
- e. **Mannakee Building (MK):** Section A, No repairs needed. Section B, Remove and replace membrane, insulation, and associated flashings/copings and replace with new, All.
- f. **Campus Center (CC):** Section A, Replace deteriorated coping to match existing, As needed. All other sections, no repairs needed.

3. Takoma Park Campus

- a. **Communication Arts Center (CA):** Section A, Properly top off pitch pocket, All. Clear clogged drain strainer, All. Section B, Properly top off pitch pocket, All. Section C, Properly top off pitch

SECTION 01010
SUMMARY OF WORK

pocket, All. Section D, Clear clogged drain strainer, All. Section E, Clear clogged drain strainer, All. Section F, Properly top off pitch pocket, All. Clear clogged drain strainer, All.

- b. **Falcon Hall (FH):** Standing seam metal roof, Prep and coat metal roof, All. Section A, Repair/replace damaged or missing gutter to match existing, As needed. Repair deteriorated seams at membrane base flashing, As needed. Section B, Repair/replace damaged or missing gutter to match existing, As needed. Section C, Replace deteriorated coping to match existing, As needed.
- c. **Mathematics Pavilion, (MP):** Standing seam metal roof, Prep and coat metal roof, All. Section A, Repair/replace damaged or missing gutter to match existing, As needed. Properly top off pitch pocket, All. Section B, No repairs needed.
- d. **Resource Center (RC):** Standing seam metal roof, Prep and coat metal roof, All. All other sections, No repairs needed.
- e. **Science South (SS):** Section A, Properly top off pitch pocket, All. Repair deteriorated seams at membrane base flashing, As needed. Section B, No repairs needed. Section C, No repairs needed.
- f. **Pavilion One (P1):** Standing seam metal roof, Prep and coat metal roof, All. Section A, Repair/replace damaged or missing gutter to match existing, As needed. Properly top off pitch pocket, All. Section B, No repairs needed.
- g. **North Pavilion (NP):** Standing seam metal roof, Prep and coat metal roof, All. Section A, Repair/replace damaged or missing gutter to match existing, As needed. Section B, No repairs needed. Section C, No repairs needed.
- h. **Pavilion Three (P3):** Standing seam metal roof, Prep and coat metal roof, All. Section A, Repair/replace damaged or missing gutter to match existing, As needed. Clear clogged drain strainer, All.
- i. **Health Sciences Center (HC):** Area B, Remove and replace membrane, insulation, and associated flashings as marked on the roof and replace with new. **NOTE:** This roof is currently under warranty and must be repaired by a contractor currently approved by the manufacturer to install the product. All other sections, No repairs needed.

- j. **Pavilion Two (P2):** Standing seam metal roof, Prep and coat metal roof, All. Section A, Repair/replace damaged or missing gutter to match existing as needed. Properly top off pitch pocket, All.

4. Roof System

- a. Sections of the roof area where deteriorated roofing materials were removed shall be repaired and restored to a leak free condition, in accordance with the procedures specified in section 07560 Roof Repair of the project specifications.

5. Roof System Flashing

- a. Perimeter, penetration, roof edge and other roof system related flashing which require repair shall be repaired in accordance with the procedures specified in section 07560 Roof Repair of the project specifications.

6. Sheet Metal

- a. Metal accessories that are to remain for re-use shall be carefully handled and returned to a usable condition upon completion of the roofing work. Damage done to such materials will require replacement with new materials to match the original in thickness, type attachment method and configuration. Replacement shall be at the cost of the contractor and subject to the acceptance by the Owner regarding quality of workmanship and materials.
- b. Damaged metal shall be construed to mean metal that either has been bent or disfigured to such a degree that it cannot be properly reformed to match its original shape or has been dislodged from its termination point to a degree to prevent proper reinstallation.

7. Sealant

- a. Install sealant at all points of termination or other locations necessary to render the entire roof system and related surfaces watertight. Additional points of installation shall be based on field conditions and as necessary to meet accepted industry standards to include doorframes, window frames and lintels, and other such wall related appurtenances where the flashing membrane is terminated at the base of a rising wall. Sealant installation shall done in accordance with the requirements of section 07920 Sealant and caulking.

8. Painting

- a. Where indicated properly prepared items to receive paint. Application of paint shall be done in accordance with the requirements of section 09900 Painting.

3.03 Roof Drains

- A. The following paragraphs refer to the requirements for the repair of the existing roof drains.

1. Drain Repair

- a. Provide new drain hardware for the existing roof drains with broken or missing drain hardware.

3.04 Job site and Roof Top Cleaning

- A. The following paragraphs refer to proper project cleaning procedure to be employed on this project.

1. General Debris

- a. The contractor shall keep all staging and work areas free of stock piled debris by policing these areas on a daily basis.
- b. Dumpsters used for work generated debris collection shall be covered nightly to prevent wind blown trash from leaving the container. Dumpsters shall not be over filled nor shall they be allowed to remain on site, in a filled condition, more than 24 hours before dumping.
- c. Upon completion of work in an area, or change in the project staging area, all trash and debris shall be removed prior to departure.

- End of Section -

PART ONE GENERAL

1.01 Workmanship Guarantee

- A. Provide the two-year labor and material workmanship guarantee listed hereinafter and identified as "Warrantee of Installing Contractor" for all Work inclusive of the roof system, plumbing, and sheet metal work to the Owner within seven days after the Final Completion of the Work.

PART TWO-PRODUCTS

(Not Used)

PART THREE EXECUTION

(Not Used)

-End of Document-

**WARRANTY
OF
INSTALLING CONTRACTOR**

To: **Montgomery Community College
Central Administration
Office of Facilities
Suite 200
40 West Gude Drive
Rockville, MD 20850**

Attn: Eric Koh

For the roof repairs completed for the buildings on the Germantown, Rockville and Takoma Park/Silver Spring Campuses.

Installing Contractor

Contractor warrants to the owner that, subject to the terms, conditions and limitations stated herein, Contractor will maintain or cause to be maintained, the watertight integrity of the roof repairs for a period of two (2) years, commencing on _____; that is, Contractor will make such repairs or replacements as necessary to maintain the watertight integrity of the repaired roof system for the period of this warranty at no expense to the owner.

TERMS, CONDITIONS, LIMITATIONS

1. The term "Roofing System" as used herein shall mean the Roofing Membrane and shall include the flashing and all other work installed in conjunction with the roof repairs included under this two (2) year warranty, under the terms of the agreement between Contractor and Owner.
2. The owner shall notify Contractor promptly after the discovery of any leaks, punctures, ruptures in the Roofing System or disrepair thereof and shall confirm such notice in writing ten (10) days of the discovery of such condition(s).
3. This warranty shall not be applicable to any failure(s) of the watertight integrity of the Roofing System to the extent that such failures are caused by the following:
 - a) Damage to the Roofing System caused by natural disasters, including but not limited to, earthquake, lightning, hurricane, tornado, winds of 75 mph or greater, or structural failure of the

building or of the roof deck (except that caused by Contractor), or by fire, or:

- b) Damage to the Roofing System, after completion of roof repairs by any acts of negligence (other than negligent acts of Contractor), accidents or misuse, including but not limited to, vandalism, civil disobedience, acts of war, or falling objects.
 - c) Failure of the Owner to comply with the provisions contained in paragraphs 2 and 5 of this warranty.
4. This warranty shall be null and void if any of the following shall occur:
- a) Any repairs or alterations are made on or through the membrane caused, authorized or permitted by the Owner of the building, or objects such as, but not limited to, fixtures, equipment or other structures are placed on or attached to the roof without first obtaining written authorization from Contractor, subject to reasonable requirements of Contractor in making such alterations and repairs, except that the voiding of the warranty will be limited to an ascertainable and described area of the Roofing Membrane or Roofing System installed, if the following conditions are fulfilled:
 - 1) The area of damage or disrepair to the Roofing Membrane or Roofing System resulting from unauthorized repairs, alterations or placement of structures is confined to an area less than the whole Roofing Membrane and such area is completely ascertainable by Contractor; and
 - 2) In the sole judgment of Contractor, which judgment will not be unreasonably exercised, Contractor determines that the damage or disrepair sustained will probably not affect the integrity or durability of the whole membrane or Roofing System installation; and
 - 3) The area damaged or in disrepair is repaired and restored to a warrantable condition, either by corrective work performed by Contractor, or by work authorized and accepted by Contractor. All such work, including the services of Contractor, shall be at the sole expense of the Owner; then,
 - 4) Upon the fulfillment of all of the conditions provided in 4 a), 1), 2), and 3) above, the repaired or restored area will again be included in the warranty for the remainder of the original warranty period.

- b) A significant change in the use of the building by the Owner or Owner's Lessee, thereby substantially affecting the use and the conditions for which the membrane installation was originally designed, or:
 - c) Failure of the Owner to commence legal action to enforce the terms of this warranty within one (1) year from the date of expiration.
5. During the period of this warranty, Contractor and its agents and employees shall have unlimited access to the roof during regular business hours; and, in case of emergency, shall have unlimited access to the roof outside regular business hours.
 6. Contractor may suspend the operation of this warranty effective upon giving twenty (20) days written notice of such suspension to the Owner of the building if all bills for materials, installation and services of the installation by Contractor are not paid when due. Such suspension shall be in force and in effect until all such bills are paid in full, and any warranty claims which arise during such suspension shall be at the sole expense of Owner.
 7. Contractor's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such terms or conditions.
 8. This warranty shall not be transferable, except upon written acceptance of the terms of this warranty by the succeeding building Owner and inspection by Contractor of the Roof membrane prior to acceptance by Contractor of such transfer. Denial of the transfer of this warranty to a succeeding owner shall be based upon damage to the membrane arising from violations of paragraphs 2, 3, and 4 hereof.

CONTRACTOR_____

By:_____

Title:_____

Date:_____

PART ONE - GENERAL

1.01 Description

A. Work Included

1. Make all submittals as required by the contract documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

B. Related Work Described Elsewhere

1. Additional requirements for submittals not listed in this section are described in pertinent other sections of these specifications.

1.02 Quality Assurance

A. Coordination of Submittals

1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted and verify that each item and the submittal for it conforms in all respects with the requirements of the contract documents. By affixing the contractor's signature to each submittal, certify this coordination has been performed.

1.03 Submittals

A. Procedures

1. Make submittals in strict accordance with the provisions of this section.

PART TWO - PRODUCTS

2.01 Shop Drawings and Coordination Drawings

A. Shop Drawings

1. Make all shop drawings accurately to a scale sufficiently large to show all pertinent aspects of the item.
2. Shop drawings are to reflect the contractors proposed construction parameters and the drawings are to be specific to this project.
3. Type of Prints Required: Submit all shop drawings in the form of three blue line or black line prints of each sheet.
4. All reviewed comments of the owner's representative will be shown on the original submittal when it is returned to the contractor. The

contractor shall make and distribute all copies required for his purposes.

5. All roof system details warranted by the roofing manufacturer are to be approved by the roofing manufacturer prior to submission to the owner's representative for review.

2.02 Manufacturers' Literature

- A. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review.
- B. Submit two copies, one of which will be retained by the owner's representative.

2.03 Bonds

- A. Prior to the start of the work submit executed copies of all bonds to the owner's representative for distribution to the owner.
- B. Type of bonds required and acceptable type of bond forms are as indicated by the "Contract Forms" section of the specification.

2.04 Schedule of Values

- A. Contractor shall submit a completed Schedule of Values for the work for each individual property on AIA form G703, "Continuation Sheet".
- B. As a minimum the following items shall be listed in the Schedule of Values. **All items shall list labor and material costs separately.**
 1. Mobilization and set-up
 2. Roof removal and disposal
 3. Roof underlayment
 4. Rough carpentry and fasteners
 5. Roof membrane and base flashing
 6. Roof related sheet metal
 7. Roof repairs by facility
 8. Performance and Labor and Material bonds
 9. Warranties

10. Miscellaneous Materials, Supplies, Costs

2.05 Samples

- A. Samples shall be of the precise article proposed to be furnished.
- B. Unless otherwise specified, submit two samples.

2.06 Colors

- A. Unless the precise color is specifically described in the contract documents, and whenever a choice of color is available in a specified product, submit accurate color charts to the owner's representative for review and selection.

2.07 Substitutions

- A. Approval Required
 - 1. The contract is based on the standards of quality established in the contract documents.
 - 2. All products proposed for use, including those specified by required attributes and performance, shall require approval by the owner's representative before being specifically approved for this work by the owner's representative, in writing.
- B. "Or Equal"
 - 1. Where the phrase "or equal" or "or equal as approved by the owner's representative" occurs in the contract documents, do not assume the item has been specifically approved for this work by the owner's representative.
 - 2. The decision of the owner's representative shall be final.

PART THREE - EXECUTION

3.01 Timing of Submittals

- A. Make all submittals far enough in advance of scheduled dates for installation to provide all time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders securing delivery.
- B. In scheduling, allow at least 7 calendar days for review by the owner's representative following his receipt of submittal.

- C. Delays caused by tardiness in receipt of submittals, or receipt of submittals in a format not in compliance with these requirements will not be an acceptable basis for extension of the contract completion date.

3.02 Owner's representative's Review

- A. Review by the owner's representative shall not be construed as a complete check, but only that the general method of construction and detailing is satisfactory. Review shall not relieve the contractor from responsibility for errors which may exist.
- B. The notations "Reviewed, no exceptions noted" or "Reviewed, exceptions noted" authorize the contractor to proceed with fabrication, purchase, or both, of the items so noted, subject to the revisions, if any, required by the consultant's review comments.
- C. Make all revisions required by the owner's representatives. If the contractor considers any required revision to be change, he shall notify the owner's representative as provided for under "changes in the work" in the general conditions. Show each drawing. Make only those revisions directed or approved by the owner's representative.
- D. When a submittal has been reviewed by the owner's representative, resubmittal for substitution of materials or equipment will be considered unless accompanied by an acceptable explanation as to why the substitution is necessary.

3.03 Required Submittals

- A. Submit shop drawings as detailed in 2.01 for the following:
 - 1. Roof related sheet metal
 - 2. Other sheet metal
 - 3. Plumbing, electrical, and mechanical work (where applicable)
 - 4. Flashing details
- B. Manufacturers' Literature
 - 1. Submit product literature on roof membrane and all pertinent accessories supplied by manufacturer.
 - 2. Submit product literature on all caulking and sealant to be used on the project.

C. Samples

1. Submit samples as requested by the Owner or the Owner's representative.

D. Material List

1. At the discretion of the Owner's representative, contractor may be allowed to submit a list of materials to be incorporated into the work in lieu of manufacturers literature and information as outlined in item B, above. As a minimum the material list shall show the following information:

- Name of each component and area of project where component will be installed
- Description of intended use of each component
- Product name (brand name)
- Manufacturer
- Product physical description including relevant information regarding the thickness, color, size, grade, etc. (as applicable)

2. Material list shall be submitted in the format as shown in attachment A to this section.

E. Submit executed bonds as described in 2.03.

F. Submit completed Schedule of Values as described in 2.04.

G. Submit valid certificate of insurance meeting the requirements of the General Conditions of the Contract.

- End of Section -

ATTACHMENT A
LIST OF MATERIALS

PROJECT NAME: _____ **DATE:** _____ **SUBMITTED BY:** _____

<u>COMPONENT NAME</u>	<u>AREA OF USE</u>	<u>MANUFACTURER</u>	<u>BRAND NAME</u>	<u>PHYSICAL DESCRIPTION</u>	<u>NOTES</u>
Roof Insulation	Penthouse	Apache	Pyrox	1" thick, 4' X 8' boards	
Insulation Fasteners	Main Roof	Dekfast	Insulfix	#12 self tapping screws, 1.5" long	
Roof Membrane	Main Roof	XYZ Company	Rainout PVC	50 mil, reinforced roof membrane	
ETC					

PART ONE - GENERAL

1.01 Description

A. Work Included

1. To assure adequate planning and execution of the work so the work is completed within the number of calendar days allowed in the contract, and to assist the consultant in evaluating progress of the work, prepare and maintain the schedules and reports described in this section.

B. Definitions

1. "Day" used throughout the contract, unless otherwise stated means "calendar day."

1.02 Reliance Upon Approved Schedule

- A. Should any activity not be completed within fifteen days after the stated scheduled date, the owner shall have the right to order the contractor to expedite completion of the activity by whatever means the owner deems appropriate and necessary, without additional compensation to the contractor.
- B. Should any activity be 30 or more days behind schedule, the owner shall have the right to perform the activity or have the activity performed by whatever method the owner deems appropriate.
- C. Costs incurred by the owner in connection with expediting construction activity under this article shall be reimbursed to owner by the contractor.
- D. It is expressly understood and agreed that failure by the owner to exercise the option to either order the contractor to expedite an activity or to expedite the activity by other means shall not be considered precedent setting for any other activities.

1.03 Submittals

A. General

1. Comply with the provisions of Section 01300.

B. Construction Schedule

1. Submit two prints of construction schedule prepared in accordance with Part Three of this section.

PART TWO - PRODUCTS

2.01 Construction Analysis

A. Diagram

1. Legibly in either a typed or ink format, graphically show the order and interdependence of all activities necessary to complete the work, and the sequence in which each activity is to be accomplished, as planned by the contractor and his project field superintendent in coordination with all subcontractors whose work is shown on the diagram.
2. The detail of information shall be such that duration times of activities shall be more than one day. The selection and number of activities shall be subject to the owner's approval.

PART THREE - EXECUTION

3.01 Construction Schedule

- A. At the preconstruction meeting, present the completed construction schedule.

3.02 Periodic Reports

- A. On the first working day of each month, submit two prints of the construction schedule updated as described below.

3.03 Construction Schedule

- A. Show activities or portions of activities completed during the reporting period.
- B. State the percentage of work actually completed and schedule as of the report date, and the progress in terms of days ahead or behind the allowable dates.
- C. If work is behind schedule, a narrative report which describes, but is not necessarily limited to:
1. A description of the problem areas, current and anticipated;
 2. Delaying factors and their impact;
 3. An explanation of corrective actions taken or proposed.

SECTION 01310
CONSTRUCTION SCHEDULE

4. Contractor may not remove the roofing crew from the project site until all work has been reviewed and certified substantially complete in writing by the consultant or by the owner. Should the contractor remove the subject crew without prior approval or weather related causes, liquidated damages shall apply.

- End of Section -

This Page is Intentionally Left Blank

PART ONE - GENERAL

1.01 Description

- A. To provide a continuous record of the progress of the work, the contractor shall keep a daily roofing activity report.
- B. Format of roofing activity reports shall be as provided by the consultant at the pre-construction meeting.

1.02 Quality Assurance

- A. Roofing activity reports are to be filled out in duplicate on a daily basis by the contractor's job site representative, who shall be in a supervisory position.
- B. Wherever possible, reports shall be completed by the same individual, throughout the duration of the project.

PART TWO - PRODUCTS

(No products used in this section.)

PART THREE - EXECUTION

3.01 Completion of Roofing Activity Report

- A. Contractor shall complete one form for each working day.
- B. Forms shall also be completed for the following days:
 - 1. Work days cancelled or foreshortened due to weather, material shortages, or labor conditions.
 - 2. Holidays falling on weekdays.
- C. Forms shall be legibly filled out in ink and all pertinent items completed.
- B. Contractor shall deliver to owner's representative at the job site on a weekly basis, written daily reports in duplicate to include, but not be limited to, the following information:
 - 1. Each subcontractor on the job and number of workman for each trade.

SECTION 01320
PROGRESS REPORTS

2. Weather conditions.
3. Pending strikes.
4. Description and amount of work completed.
5. Any work behind or ahead of schedule.
6. Delivery to the premises of any items of major equipment or materials.
7. Accidents.

- End of Section-

PART ONE - GENERAL

1.01 General Requirements

- A. The contractor shall establish and maintain throughout the life of the contract the quality control system as specified herein (referred to in this Section as the "System").
- B. Requirements:
 - 1. The System shall provide for the performance of sufficient inspection and tests of all items of work, including the work of subcontractors, to ensure the conformance to the applicable specifications and drawings with respect to materials, workmanship, construction, finish, functional performance and identification. The System shall specifically include the surveillance and tests required by the technical provisions of the specifications.

1.02 Operations

- A. Inspection:
 - 1. The System shall be designed to cover all construction operations, including both on-site fabrication, and shall be keyed to the proposed construction sequence. The System shall include at least three phases of inspection for all definable features of work, as follows:
- B. Preparatory Inspection shall be performed prior to beginning performance of any definable feature of work and shall include
 - 1. a review of the applicable requirements of this contract; a check to assure that all materials and/or equipment have been tested, submitted, and approved in accordance with such requirements.
 - 2. a check to assure that provisions have been made to provide required control testing; examination of the work area to ascertain that all materials and/or equipment are on hand. The Owner shall be notified at least 24 hours in advance of the preparatory inspection.
- C. Initial Inspection shall be performed as soon as a representative portion of the particular feature of work has been accomplished and shall include examination of the quality of workmanship and a review of control testing for compliance with contract requirements, use of defective or damaged materials, omissions, and dimensional requirements. The Owner shall be notified at least 24 hours in advance of the initial inspection.
- D. Follow-up Inspections shall be performed daily to assure continuing compliance with the requirements of this contract, including control testing until completion of the

This Page is Intentionally Left Blank

SECTION 01400
QUALITY CONTROL SYSTEM

particular feature of work.

- E. All such inspection shall be made a matter of record in the contractor's quality control documentation.
- F. Record and Submittals
 - 1. The contractor shall maintain current records of inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including the type and number of inspections or tests involved.
 - 2. The results of inspections or tests the nature of defects, causes for rejection and similar data; the proposed remedial action; and any corrective action taken. The contract shall not build upon or conceal any feature of the work containing uncorrected defects. These records shall cover both conforming and defective or deficient features and shall include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of this contract.
 - 3. Legible copies of these records shall be furnished to the Owner daily. The records shall cover all work placement subsequent to the previously furnished records and shall be verified by the contractor.
 - 4. The contractor shall document inspection and tests as specified in each technical section of the specifications, and these records shall be available for review by the Owner throughout the term of this contract. In addition, the contractor's quality control reports shall include a statement that material and equipment received at the site are properly stored for protection from the elements and construction activities.
 - 5. The contractor shall submit to the Owner, no less 15 days prior to beginning performance of the work, a written statement of the System proposed to be established pursuant to this clause, including:
 - a. Detailed descriptions of all testing, inspection, and other quality control methods and procedures to be used by the contractor;
 - b. Quality control facilities and equipment to be provided;
 - c. Personnel to be assigned by the contractor to implement the System including a full-time chief of quality control and their respective qualifications, responsibilities and functions; and
 - d. All forms and other documentation to be used by the contractor in the implementation and administration of the System. The contractor shall not begin performance of any portion of the work until the proposed System (including all elements thereof listed in subparagraphs a through d above) with such modifications as the Owner may require, has been approved in writing by

SECTION 01400
QUALITY CONTROL SYSTEM

the Owner.

6. The Owner may direct the contractor at any time to make such changes in the System, including changes in personnel, as the Owner deems necessary or desirable to correct any inadequacies or deficiencies, and the contractor shall comply promptly with any such direction.

PART TWO - PRODUCTS

Not Used

PART THREE - EXECUTION

Not Used

- End of Section-

PART ONE - GENERAL

1.01 Description

A. Work Included

1. Temporary facilities and controls required for this work include, but are not necessarily limited to:
 - a) Temporary utilities such as heat, water, and electricity.
 - b) Contractor's sanitary facilities.
 - c) Enclosures and interior protection such as tarpaulins, barricades and canopies.

B. Related work described elsewhere:

1. Except that all equipment furnished by subcontractors shall comply with all requirements of pertinent safety regulations, the ladders, planks, hoists, and similar items normally furnished by the individual trades in execution of their own portions of the work are not part of this section.
2. Permanent installation and hook-up of the various utility lines are described in the pertinent other sections of these specifications.

1.02 Product Handling

- A. Use all means necessary to maintain temporary facilities and controls in proper and safe condition throughout progress of the work.

1.03. Job Conditions

- A. Make all required connections to existing utility systems with minimum disruption to services in the existing utility systems. When disruption of the existing service is required, do not proceed without the owner's approval and, when required, provide alternate temporary service.

PART TWO - PRODUCTS

2.01 Utilities

- A. General: All temporary facilities shall be subject to the owner's approval.

SECTION 01500
CONSTRUCTION FACILITIES
AND TEMPORARY CONTROLS

2.02 Electrical Facilities

- A. The contractor shall make arrangements with the owner to connect into the existing electrical service for temporary power. Contractor shall furnish and install all temporary wiring and upon completion of the work, remove such temporary facility. If electrical power is not available by owner, Contractor shall provide temporary power.
- B. Unless otherwise designated by the owner, the circuit provided for the contractors use shall be limited to 110 volts for the operation of hand power tools and small machines. Motors are not to exceed 3/4 HP per unit of equipment.
- C. Runs of the temporary power lines to the construction area shall not pass through areas of the facility open to the patrons of the owner. These lines shall have adequate safety protection against harm to personnel and property.

2.03 HVAC/Ventilator Units

- A. The disconnecting and reconnecting of mechanical units during the construction phase will be the contractor's responsibility. This shall be coordinated between Contractor and the Owner with Contractor giving a minimum of (48 hours) notice of mechanical systems needed to be shutdown during construction phase.

2.04 Water Facilities

- A. The owner shall designate a source for construction water and shall pay the cost of water used for construction purposes.
- B. The contractor shall provide temporary connections to the water source and all piping, fittings, and hoses required to extend the water supply to the work area, and remove same at the completion of the project.

2.05 Sanitary Facilities

- A. Provide temporary sanitary facilities in the quantity required, for use of all personnel. Maintain in a sanitary condition at all times.
- B. Locate temporary sanitary facilities in the area designated by the owner.

2.06 Enclosures

- A. Furnish, install, and maintain for the duration of the project all required scaffolds, tarpaulins, barricades, warning signs, steps, ramps, bridges, platforms, and other temporary construction necessary for proper completion of the work in compliance with all safety regulations and local codes.
- B. Contractor is responsible for the structural integrity of all temporary construction. Temporary construction shall meet all pertinent safety regulations.

2.07 Fencing of the Construction Area

- A. Furnish and install temporary barricades as directed by owner around ground located equipment and materials.

2.08 Interior Protection

- A. If directed by the Owner or the Owner's representative, Contractor shall provide and install reinforced polyethylene tarps (6 mil thickness, minimum) underneath the roof deck in areas that are deemed to be sensitive to moisture, dust and debris that may enter the building from the reroofing project.

PART THREE - EXECUTION

3.01 Material and Removal

- A. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work. Remove all such temporary facilities and controls as rapidly as progress of the work will permit, or as directed by the Owner or Owner's representative.

3.02 Interior Protection

- A. Installation of interior protective tarps shall be performed so as to cause a minimum of disruption to the Owner's operations. Where tarps cannot be installed without disrupting the Owner's operations, or as the request of the Owner, Contractor shall install, maintain and remove all interior protection outside of normal business hours.
- B. Where tarps are installed as a means of temporary control of moisture infiltration, provide a means to route collected water to an interior drain, barrel or other collection device.

SECTION 01500
CONSTRUCTION FACILITIES
AND TEMPORARY CONTROLS

3.03 Adjacent Roof Area Protection

- A. Contractor shall provide sufficient means to protect the existing roof assemblies from damage as a result of the roof repair operations. Any damage to the existing roof assemblies caused by the repair operations shall be returned to the existing condition prior to the repair operation.

- End of Section -

PART ONE - GENERAL

1.01 Summary

A. Section Includes

Submit forms required by this section to document completion of project.

B. Related Requirements Specified Elsewhere:

1. Completion: Waiver of Claims: General Conditions.
2. Cleaning: Section 01710.
3. Project Record Documents: Section 01720.
4. Warranties: Section 00440.
5. Closeout submittals required for trades: Respective Sections of Specifications.
6. Substantial completion: Conditions of Contract.
7. Final Payment: General Conditions.

PART TWO - PRODUCTS

2.01 Forms

Documentation shall be made on forms provided by the owner.

PART THREE - EXECUTION

3.01 Substantial Completion

A. Contractors

1. Submit written certification to Owner through Owner's representative, that project, or designated portion of project, is substantially complete.
2. Submit list of major items to be completed or corrected.

B. Owner and Owner's representative will make an inspection after receipt of certification.

- C. Should Owner and Owner's representative consider that Work is substantially complete:
1. Contractor shall prepare and submit to Owner through Owner's representative a list of items to be completed or corrected, as determined by inspection.
 2. Owner's representative will prepare and issue a certificate of substantial completion, containing:
 - a. Date of substantial completion.
 - b. Contractor's list of items to be completed, verified and amended by Owner and Owner's representative.
 - c. Time within which Contractor shall complete or correct Work of listed items.
 - d. Time and date Owner will assume possession of Work or designated portion thereof.
 3. Contractor: Complete Work listed for completion or correction, within designated time.
- D. Should Owner and Owner's representative consider that Work is not substantially complete:
1. Owner's representative shall immediately notify Contractor, in writing, stating reasons.
 2. Contractor: Complete Work, and send second written notice to Owner, certifying that project, or designated portion of project, is substantially complete.
 3. Owner and Owner's representative will reinspect Work.

3.02 Final Inspection

- A. Contractor shall submit written certification that:
1. Contract Documents have been reviewed.
 2. Project has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Project is completed and ready for final inspection.

- B. Owner and Owner's representative will make final inspection after receipt of certification.
- C. Should Owner and Owner's representative consider that Work is finally complete in accordance with requirements of Contract Documents, Owner's representative shall request Contractor to make project closeout submittals.
- D. Should Owner and Owner's representative consider that Work is not finally complete:
 - 1. Owner's representative shall notify Contractor, in writing, stating reasons.
 - 2. Contractor shall take immediate steps to remedy stated deficiencies, and send second written notice to Owner certifying that Work is complete.
 - 3. Owner and Owner's representative will reinspect Work.

3.03 Reinspection Costs

Should Owner and Owner's representative be required to perform second inspections (or more) because of failure of Work to comply with original certifications of Contractor, Contractor will compensate Owner and Owner's representative for additional services and expenses. Owner will deduct compensation from final payment to Contractor.

3.04 Closeout Submittals

- A. Project Record Documents: As required by Section 01720.
- B. Warranties: As required by Section 00440.
- C. Submittals shall be duly executed before delivery to Owner through Owner's representative.

3.05 Final Adjustment of Accounts

- A. Submit final statement of accounting to Owner through Owner's representative.
- B. Final statement shall reflect adjustments, including:
 - 1. Original Contract sum.

2. Additions and deductions resulting from (if applicable):
 - a. Previous change orders.
 - b. Cash allowances.
 - c. Unit prices.
 - d. Other adjustments.
 - e. Deductions for uncorrected Work.
 - f. Deductions for reinspection payments.
 3. Total Contract sum, as adjusted.
 4. Previous payments.
 5. Sum remaining due.
- C. Owner will prepare final change order, reflecting approved adjustment to Contract sum not previously made by change orders.

3.06 Final Application for Payment

- A. Contractor shall submit final application in accordance with conditions of Contract.

3.07 Certificate for Payment

- A. Owner will issue final certificate in accordance with provisions of general conditions.

- End Of Section -

PART ONE - GENERAL

1.1 Description

A. Work Included

1. Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.

B. Related Work Described Elsewhere

1. In addition to standards described in this Section, comply with all requirements for cleaning as described in various other Sections of these specifications.

1.2 Quality Assurance

- A. Conduct daily inspection, and more often if necessary, to verify that requirements of cleanliness are being met.

PART TWO- PRODUCTS

2.1 Cleaning Materials and Equipment

- A. Provide all required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 Compatibility

- A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Owner.

PART THREE - EXECUTION

3.1 Progress Cleaning

A. Material Storage

1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the protection required to maintain the materials in an undamaged condition.

B. General

SECTION 01710
CLEANING

1. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this work.
2. At least once each week and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the surrounding site.

C. Site

1. Daily and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
2. Weekly and more often if necessary, inspect all arrangements of materials stored on the site, restack, tidy, or otherwise service all arrangements to meet the requirements of subparagraph 3.1.A.1 above.
3. Maintain the site in a neat and orderly condition at all times.

3.2 Final Cleaning

A. Definition

1. Except as otherwise specifically provided, "clean" (for the purpose of this article) shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.

B. General

1. Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in article 3.1 above.

C. Site

1. Unless otherwise specifically directed by the Owner, clean all adjacent areas on the site. Completely remove all resultant debris.

D. Building Interior

SECTION 01710
CLEANING

1. Where owner has allowed contractor access through the building interior, visually inspect all access routes and remove all traces of soil, smudges, and other foreign matter. Any materials damaged as a result of this project shall be repaired to the satisfaction of the owner or replaced at no additional cost to the owner.

E. Building Exterior

1. Visually inspect all exterior surfaces and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure. In the event of stubborn stains not removable with water, the Owner may require light sandblasting or other cleaning at no additional cost to the owner.

- END OF SECTION -

This Page is Intentionally Left Blank

PART ONE - GENERAL

1.1 Description

- A. Throughout the work of this contract, maintain an accurate record of the following:
 - 1. Contract documents (project manual with shop drawings).
 - 2. Addendum.
 - 3. Change orders and other modifications to the contract.
 - 4. Field orders and instructions.
 - 5. Construction schedule.
 - 6. Product samples.
 - 7. Shop drawings.
 - 8. Progress reports.

1.2 Quality Assurance

- A. Delegate the responsibility for maintenance of record documents to one person on the contractor's staff as approved in advance by the Owner.
- B. Make all entries within 24 hours after receipt of information.

1.3 Submittals

- A. Prior to submitting each request for progress payment, secure the Owner's Representatives approval of the record documents as currently maintained.
- B. Prior to submitting request for final payment, submit the final record documents to the Owner's Representative and secure his approval.

1.4 Product Handling

- A. Use all means necessary to maintain the job set of record documents completely protected from deterioration and from loss and damage until completion of the work and transfer of the recorded data to the final record documents.

PART TWO - PRODUCTS

2.1 Record Documents

- A. Secure from the Owner at the pre-construction meeting, at no charge to the contractor, one complete set of all documents comprising the contract.

PART THREE - EXECUTION

3.1 Maintenance of Record Documents

- A. Upon receipt of record documents described in paragraph 2.1 above, identify each of the documents with the title "Project Record Documents".
- B. Maintain the record documents at the job site. Documents to be available to the owner and Owner's Representative during all working hours.
- C. The contractor shall use record document set to record day by day "as built" information. Where the drawings are diagrammatic, such drawings shall be corrected or redrawn to show actual installation.
- D. During the phase of construction, if required by the Owner's Representative, contractor shall obtain a set of prints from the Owner's Representative without cost and shall, in a neat and legible manner, transfer an "as built" information from the record set.

3.2 Review and Approval

- A. Submit the completed total set of record documents to the Owner's Representative for review. Participate in review meeting or meetings as required by the Owner's Representative, make all required changes in the documents and promptly deliver the final project record documents through the Owner's Representative to the owner.

- END OF SECTION -

PART ONE - GENERAL

1.01 Summary

- A. Provide labor, material, equipment, and tools as required to prepare existing roofing system for reroofing and roof repairs as specified in this Section.
- B. Provide for proper disposal of existing materials designated to be removed. Use approved trash receptacles in areas designated by Owner's Representative.
- C. Coordinate roof preparation Work with roofing Work in such a manner as to keep new insulation and roofing materials, building, and building interior absolutely clean, dry and watertight.

PART TWO - PRODUCTS

Not Used

PART THREE - EXECUTION

3.01 Protection Of Surfaces

- A. Contractor shall take necessary precautions during roof preparation to protect building and adjacent surfaces from being soiled or damaged.
- B. When weather threatens, cease Work under this section and return roof to a watertight condition.
- C. Contractor shall restore to original condition damages caused during Work performed in this Section.
- D. Return roof drains to operating condition at end of each working day.

3.02 Disposal

- A. Properly dispose of debris from roof preparation on a daily basis.
- B. Do not store debris on roof. Contractor shall take care not to over stress roof deck.
- C. Provide closed trash chutes or other approved means for removal of debris.

3.03 Preparation of Surfaces

1. Power broom and vacuum all surfaces to receive new membrane and flashing by removing all loose aggregate and foreign substances.
2. Removal of sections of the existing membrane and insulation where moisture is trapped in the roof system and leveling the roof repair area with adjacent roofing using new roof insulation boards. Areas to be removed are shown on the drawings.
3. Removal of strip flashing at roof edges.
4. Removal of aggregate surfacing.
5. Removal of deteriorated flashing components.
6. Removal of pitch pocket filler.
7. Removal of aged repair patches.
8. Removal of debris from the roof surface.

3.04 Clean-Up

- A. Prior to completion of Work remove from job site tools, equipment, debris and waste.
- B. Conduct final cleaning as per Section 01710.

- End of Section -

PART ONE - GENERAL

1.01 Description

- A. Provide and install all roof insulation where indicated as specified herein.
- B. Related Sections
 - 1. Section 07560 Roof Repair.

1.02 Product Handling

- A. Protection: Use all means to protect the materials of this section before, during, and after installation and to protect the work and materials of all other trades.
- B. Delivery and Storage: Deliver materials to the job site in original, unopened containers no sooner than thirty (30) days prior to start of job. **All materials necessary to meet the U.L Class "A" fire rating shall be delivered to the job site with the U.L. Class A label intact on the original packaging.** Materials to be stored up, off of the roof deck or ground, and covered with weatherproof covering anchored sufficiently so as to resist wind blow off. Shrink-wrap packaging, are unacceptable as weatherproof coverings. When storing materials on the roof, do not overstress deck.
- C. Replacements: In the event of damage, immediately make all repairs and replacements to the approval of the owner and at no additional cost to the owner.

1.03 References: Materials used in this section shall be listed in the latest edition of the following:

- A. Factory Mutual System Approval Guide - Equipment, materials, services for conservation of property.
- B. Underwriters Laboratories, Inc. - Building Materials Directory.

1.04 "R" Values

- A. All "R" values are to be as per RIC/TIMA Bulletin No. 281-1.
- B. "R" value to be based on aged material.
- C. "R" value testing to be at 75 degrees F.

1.05 General Requirements and Codes

- A. The following are minimum requirements and shall govern, except that all Federal, Local and/or State Codes and Ordinances shall govern when their requirements are in excess hereof.
1. Insulating materials shall be installed only if the material has been certified by the Manufacturer to comply with State Quality Standards for Insulating Material.
 2. All insulating materials shall be installed in compliance with the flamespread rating and smoke density requirements of Section 1714 of the 1991 UBC.
 3. Roof membrane/roof insulation assembly shall meet U.L. class A requirements for external fire resistance.
 4. Roof membrane/roof insulation assembly shall meet Factory Mutual's 1-90 wind uplift requirements.

PART TWO - PRODUCTS

2.01 Insulation Materials: Insulation to be of the type and minimum thickness as listed here and as shown on the drawings.

- A. Polyisocyanurate Insulation
1. Insulation is to be a closed-cell, polyisocyanurate foam core with factory laminated facers. Foam core is to have a rated flame spread of 25 or less. Insulation to conform to federal specification HH-I-1972/2.
 2. Insulation Thickness
 - a) Insulation installed at wet insulation removal areas shall match the existing insulation thickness.
 3. Approved Products
 - a) Multi-Max FA by R-Max
 - b) Engry 1 by N.R.G Barriers
 - c) AC Foam II by Atlas Building Products
 - d) Hy-Therm SP, Pyrox or White Line by Celotex
 - e) Ultragard by Johns-Manville

- B. Perlite Insulation
 - 1. Perlite insulation shall be used as a cover board at areas where moisture contaminated roof insulation was removed from the existing roof assemblies. Minimum thickness to be .75”.
 - 2. Approved Products
 - a. Perlite insulation by International Permalite, Inc.
 - b. Fesco Board by Johns Manville.
 - c. Approved Equal
- C. Contractor shall ensure that the proposed insulation system will meet FM 1-90 wind uplift requirements and UL Class A (minimum) fire rating requirements for the roof membrane system to be used.
- D. All insulation materials shall be Factory Mutual approved.

2.02 Coated Fiber Glass Base Sheet

- A. Roofing felt shall meet or exceed ASTM D-4601 and shall be non-perforated.
- B. Acceptable products will be these that meet this specification criteria and are manufactured by Johns Manville, G.A.F. or Celotex Corporations.
- C. Mechanical Fasteners
 - 1. Mechanical attachment of base ply to meet or exceed FM I-90 windstorm classification using FM approved base felt fasteners.

2.03 Insulation Attachment

- A. Asphalt
 - 1. Roofing asphalt shall conform to ASTM D-312, Type IV, and have a softening point of 210 degrees Fahrenheit (minimum) and 225 degrees Fahrenheit (maximum); flashing point of 475 degrees Fahrenheit (minimum).
- B. Mechanical Fasteners
 - 1. Corrosion-resistant, self-tapping, self-drilling screw with low profile head. Fastener to be carbon steel with corrosion resistant coating. Fastener shall show no more than 10% red rust corrosion after 30 cycles of Kesternich testing.

2. Corrosion-resistant, factory-made plate.
3. Screw and plate type fastener to be factory mutual approved.
4. Approved Products
 - a) Olympic fasteners manufactured by CWR (with CR-10 coating)
 - b) Roof grip by Buildex (with Climaseal coating)
 - c) Insul Fixx by Fabco (with Xylan coating)
 - d) Dekfast by Construction Fastener (Century Coating)
5. Fasteners to be of sufficient length to penetrate deck by 1/2".

2.04 Roofing Flashing Cement

1. Flashing grade asphalt, roofing cement for vertical surfaces.
2. Must conform to ASTM D-4586-86 and be non-asbestos containing.

PART THREE – EXECUTION

3.01 Base Sheet Attachment at light Weight Concrete Decks

- A. Install pitch dams at all perimeters/penetrations through the deck and all other areas where bitumen could enter the building. Utilize flashing cement as pitch dam filler.
- B. Install one ply of coated base sheet without wrinkles over the deck surface lapping 2 inches on the side laps and 6 inches on the end laps. Mechanically fasten the Base Sheet to the deck with the approved fasteners at a maximum of 9 inches on center at the side laps and a maximum of 18 inches on center on two lines 11 to 13 inches from each ply edge staggered.

3.02 Bitumen Attachment

- A. Base layer at light weight concrete roof decks and top layer
 1. Install the base layer of isocyanurate insulation over the properly installed mechanically fastened base sheet set in a solid mopping of hot Type IV steep asphalt applied at a rate of 30 lbs. per 100 square foot minimum.
 2. Top perlite layer is to be installed in a solid mopping of hot Type IV steep asphalt over the base layer. Bitumen to be applied at a rate of 30 lbs. per 100 square foot minimum.

SECTION 07240
ROOF INSULATION

3. Insulation boards are to be "stepped in" continuously to assure full adhesion.
4. Insulation is to be installed with joints staggered and tightly butted. Insulation is to fit tightly around projections.
5. Stagger joints between layers of insulation a minimum of 6".

3.03 Mechanical attachment

A. Base Layer at steel roof decks

1. Insulation to be loosely laid with all joints staggered and tightly butted. Insulation to fit tightly around projections.
2. Mechanically fasten the insulation using screws and plates. Insulation attachment shall meet FM 1-90 requirements.
3. Ensure that fasteners do not penetrate conduit or miscellaneous items located at bottom side of decking.

3.03 Verification

- A. Upon completion of the installation in each area, visually inspect and verify that all components are complete and properly installed. Verify that fasteners are properly located and securely anchored.

- End Of Section -

This Page is Intentionally Left Blank

PART ONE - GENERAL

1.01 Description

- A. Properly repair deficiencies in the existing roof assemblies in accordance with these specifications.

1.02 Quality Assurance

- A. Standards: Comply with standards specified in this section and as listed in the general requirements.
- B. Qualifications of Manufacturer: Products used in the work included in this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the owner.
- C. Qualifications of Installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.

1.03 References

- A. Materials used in this section shall be listed in the latest edition of the following:
 - 1. Factory Mutual System Approval Guide - Equipment, materials, services for conservation of property.
 - 2. Underwriters Laboratories, Inc. - Building materials directory.
 - 3. American Society for Testing and Materials - Book of Standards.
 - 4. Handbook of Accepted Roofing Knowledge (HARK) - National Roofing Contractors Association.

1.04 Submittals

- A. General: Comply with the provisions of Section 01300.
- B. Product Data: After award of contract, submit:
 - 1. Complete material list of all items proposed to be furnished and installed under this section.

SECTION 07560
ROOF REPAIR

2. Manufacturer's specifications and other data required to demonstrate compliance with specified requirements.
 3. Manufacturer's-recommended methods of installation.
- C. When approved by the owner, the manufacturer's recommended methods of installation (unless superseded by the specification) will become the basis for inspecting and acceptance or rejection of the actual installation procedures used on this work.

1.05 Product Handling

A. Delivery and Storage:

1. All packaged materials shall be delivered to the job site in their original, unopened containers with all labels intact and legible at the time of inspection.
2. Store all materials in an approved manner, up off the roof deck or ground, and protected from exposure to the elements.

B. Protection: Use all necessary means to protect the materials in this section before, during and after installation, and to protect the work and materials of all other trades.

C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of and at no additional cost to the owner.

1.06 Scheduling

A. Work is to be performed on a daily basis with each section completed before progressing to the next days work.

B. Completion of work shall be defined as the installation of all specified roof preparation, insulation, field membrane, flashing, counter flashing, sheet metal, fasteners and caulking.

C. Contractor shall complete roofing on a daily basis unless specifically directed otherwise by the Owners Representative.

PART TWO - PRODUCTS

2.01 General

A. Minimum product requirements have been listed. All of these components must be used and bid. Products not supplied by the manufacturer are to be purchased from a manufacturer-approved source.

2.02 Repair Products

A. Primer

1. Asphalt primer conforming to ASTM specification D-41.

B. Roof Cement

1. Non-running, heavy body plastic cement composed of non-asbestos fibers, asphalt and other mineral ingredients to meet the requirements of ASTM D-4586-86 and federal specification SSC153 (Type I)

C. Reflective Coatings

1. Aluminum roof coating shall be a fibrated reflective coating with asphalt cut back base, inorganic non-asbestos fibers, leafing type aluminum pigment with the following properties.

<u>Property</u>	<u>Typical Value</u>	<u>Testing Method</u>
Viscosity @ 25° C (77° F) (Ford cup no. 4)	13.5s	ASTMD1200-82
Density @ 25° C (77° F)	0.90 kg/L	ASTM D 1475-85
Nonvolatile Content	35.2%	ASTM D 1644-88

D. Nails

1. Nails shall have a 1" square or round head and be of sufficient length to adequately secure roofing materials to substrate. Only nails with metal heads shall be used.

E. Asphalt coated Fiberglass Scrim

1. Asphalt coated inorganic woven glass fabric conforming to ASTM D1668

F. EPDM Roofing Membrane

1. .060 Non-reinforced EPDM roofing membrane.

G. Seam Primer

1. Manufacturer supplied splice seam primer for application to prepare membrane surface for the application of the splice seam tape adhesive.

- H. Splice Seam Tape
 - 1. Manufacturer supplied 3" wide tape for use as a splice seam adhesive for EPDM roof systems.
- I. In-Seam Adhesive
 - 1. Manufacturer supplied in-seam adhesive for use as a splice seam adhesive for EPDM roof systems.
- J. Bonding Adhesive
 - 1. Manufacturer supplied bonding adhesive for use as membrane and flashing attachment to an approved substrate for EPDM roof systems.
- K. Screws
 - 1. Corrosion-resistant, self-tapping, self-drilling screw with low profile head. Fastener to be carbon steel with corrosion resistant coating. Fastener shall show no more than 10% red rust corrosion after 30 cycles of Kesternich testing.
 - 2. Corrosion-resistant, factory-made plate.
 - 3. Screw and plate type fastener to be Factory Mutual approved.
 - 4. Approved Products
 - a) Olympic fasteners manufactured by CWR (with CR-10 coating)
 - b) Roof grip by Buildex (with Climaseal coating)
 - c) Insul Fixx by Fabco (with Xylan coating)
 - d) Dekfast by Construction Fastener (Century Coating)
 - 5. Fasteners to be of sufficient length to penetrate deck by 1".
- L. Masonry/Concrete Fasteners
 - 1. Approved Products.
 - a) Metal Hit Anchor by Hilti
 - b) Rawl-Drives by Rawl
 - c) Zamac Nailin by Rawl

d) Gripcon by Fastenrite

M. Membrane Cap Sheet

1. A reinforced SBS modified asphalt elastomeric sheet. Blends of asphalt modifier other than SBS will not be approved.
2. Sheet shall have a mineral or granule surfacing which is incorporated onto the surface of the elastomeric sheet as part of the manufacturing process and be torch weldable.
3. Acceptable products
 - a) Awaplan Heat welding as manufactured by Tamko Products.

N. Base Flashing

1. Flashing sheet shall be reinforced SBS modified asphalt elastomeric sheet. Sheet shall incorporate a mineral or granular surfacing onto the surface of the elastomeric sheet as part of the manufacturing process and be torch weldable.
2. Acceptable Products
 - a) Awaplan Heat welding as manufactured by Tamko Products.

O. Insulation Adhesive

1. Single component, moisture cured polyurethane adhesive.
2. Approved Products
 - a) Insta-Stik by Insta-foam Products, inc.

P. P.V.C. Roofing Membrane

1. Roof membrane to be nominal 48-mil. Glass mat reinforced polyvinyl chloride sheet membrane as manufactured by Sarnafil Inc.

Q. Metal Roof Coating

1. Metal roof coating to be solvent based thermoplastic membrane applied either by brush, roller, or airless spray.
2. Approved Products
 - a) Topcoat Surface Seal by GAF or approved equal. Provide manufacturer's standard 10 year warranty

R. Snow Guards

1. Snow Guards to be Berger RT 300 non penetrating mill finished aluminum.

2.03 Other Materials

- A. All other materials not specifically described but required for a complete and proper installation of the work in this section, shall be as selected by the contractor, approved by the manufacturer, and subject to the approval of the owner.

PART THREE - EXECUTION

3.01 Description: The latest manufacturer specifications and installation techniques are to be followed with the following requirements.

3.02 Inspection: Examine the areas and conditions under which work in this section will be installed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until such conditions have been corrected.

3.03. Surface Conditions: Surfaces scheduled to be repaired are to be free of any standing water, frost, snow and loose debris. Surfaces are to be free of sharp protrusions and obvious depressions.

3.04 Preparation of Existing Surfaces

- A. Clean and dry surfaces approximately 12" around damaged area.
- B. Prepare Built-up roof surfaces with the removal of all loose debris aggregate, and a brush application of bituminous primer.
- C. Prepare EPDM roof surfaces with manufacturer approved solvents and primers.

3.05 EPDM Membrane Splicing

A. General

1. Remove all dirt and dust from the mating surfaces of the overlapping sheets using a manufacturer approved method.
2. Apply a manufacturer approved seam primer in strict accordance with the manufacturer requirements. Allow primer to dry.
3. Mark the bottom membrane sheet ½" from the edge of the top sheet

along the entire splice length.

4. Unroll approximately three feet of splice tape. Align paper backing with marked line and press down to bottom sheet using firm even hand pressure. Continue for the length of the splice. Tape roll ends should be overlapped 1 inch. Allow top sheet to rest on paper backing. Tape placement is critical to obtain a minimum splice width of 2 ½ inches. A minimum of 1/8 inch to a maximum of ½ inch of tape must extend beyond the splice edge.
5. Pull the paper backing from the splice tape beneath the top sheet and allow the top sheet to fall freely onto the exposed tape.
6. Press the top sheet onto the tape using firm even hand pressure across the splice towards the splice edge.
7. Immediately roll the splice with a two-inch steel roller, using positive pressure. Roll across the splice edge.

3.06 Deteriorated Flashing Membrane Repair

- A. Remove all loose and un-bonded flashing membrane materials.
- B. Properly prepare the roofing felts and flashing substrates by removing all residual materials and applying a bituminous primer.
- C. Torch-apply one modified bitumen sheet over the prepared roof membrane and onto the prepared flashing substrate.

3.07 Replacement of Temporary Roof Membrane Repairs

- A. Remove all temporary repair materials.
- B. Thoroughly clean and prime roof membrane surface surrounding the repair area.
- C. Torch-apply a new modified bitumen sheet over the damaged area extending a minimum 12" beyond the damaged area at all sides.

3.08 Drain Flashing

- A. Remove drain strainer and clamping ring.
- B. Remove all loose and un-bonded drain flashing materials to expose the existing lead flashing.
- C. Properly prepare the lead flashing and the roofing felts beyond by removing

all residual flashing materials and applying a bituminous primer.

- D. Torch-apply a modified bitumen sheet over the prepared area extending 12” beyond the edge of the existing lead flashing.

3.09 Gravel Stop Flashing

- A. Remove all loose and un-bonded gravel stop-flashing materials to expose the sheet metal flashing flange.
- B. Properly prepare the sheet metal flashing flange and the roofing felts beyond by removing all residual flashing materials and applying a bituminous primer.
- C. Torch-apply a modified bitumen sheet over the prepared area extending 9” beyond the edge of the existing sheet metal flashing flange.

3.10 Pitch Pocket

- A. Remove 2” of the existing pitch pocket filler below the top edge of the sheet metal pitch pocket.
- B. Thoroughly clean the existing roof penetration to remove all residual material, loose scale and rust.
- C. Install new pitch pocket filler. New filler shall be installed higher in the middle to provide proper drainage.

3.11 Aged Repairs

- A. Where indicated apply an asphalt aluminum coating over aged repairs in accordance with the manufacturer’s recommendations.

3.12 Deteriorated Roof Surfacing

- A. Where indicated thoroughly clean and remove loose debris from the surface of the repair area.
- B. Apply a ¼” layer of asphalt cement over areas of deteriorated roof surfacing.
- C. Apply roof aggregate into the asphalt cement.

3.13 Deteriorated Flashing Surface Coating

- A. Where indicated apply an asphalt aluminum coating over areas of

deteriorated flashing surface coating in accordance with the manufacturer's recommendations.

3.14 Holes in Membrane (EPDM)

- A. Thoroughly clean area around the holes using manufacture approved cleaning agents.
- B. Cut an EPDM repair patch to extend a minimum 12" beyond the hole in all directions.
- C. Thoroughly clean repair patch using manufacture approved cleaning agents.
- D. Apply manufacturer approved splice adhesive to the repair area and the EPDM repair patch.
- E. Apply the repair patch over the prepared area and thoroughly roll in place to remove all air voids and assure complete adhesion in accordance with the manufacturers recommendations.

3.15 Open Flashing Lap Seams

- A. Thoroughly clean area around the open lap using manufacture approved cleaning agents.
- B. Cut an EPDM repair patch to extend a minimum 12" beyond the hole in all directions.
- C. Thoroughly clean repair patch using manufacture approved cleaning agents.
- D. Apply manufacturer approved splice adhesive to the repair area and the EPDM repair patch.
- E. Apply the repair patch over the prepared area and thoroughly roll in place to remove all air voids and assure complete adhesion in accordance with the manufactures recommendations.

3.16 Low Flashing

- A. Where indicated on the project drawings remove 12" of the bottom portion of the existing corrugated steel siding in order to provide the new membrane flashing with an acceptable height.
- B. Properly prepare the roofing felts and flashing substrates by removing all residual materials and applying a bitumous primer.

- C. Torch-apply a modified bitumen sheet over the prepared roof membrane and onto the prepared flashing substrate.

3.17 Holes in Membrane (P.V.C)

- A. Thoroughly clean area around the holes using manufacture approved cleaning agents.
- B. Cut a P.V.C repair patch to extend a minimum 6" beyond the hole in all directions.
- C. Thoroughly clean repair patch using manufacture approved cleaning agents.
- D. Apply the repair patch over the prepared area and hot air weld in place to assure complete adhesion in accordance with the manufacturer's recommendations.

3.18 Roof Debris

- A. Remove all roof debris from the roof surface and properly discard off site. When removing vegetative growth closely examine the existing roof membrane to assure no damage has occurred. Pay close attention to gathering all small pieces of metal, nails, screws etc.

3.19 Equipment Support

- A. Install a new manufacturer approved protection sheet beneath existing equipment support where indicated. The new protection sheet shall extend 6" beyond the existing equipment support on all sides.
- B. At areas where the existing equipment support is deteriorated a new support member will be required. The replacement support component shall match the existing in size and composition precisely.

3.20 Moisture Contaminated Roof Materials

- A. Where indicated on the drawings cut around the moisture contaminated area and remove the roof membrane to expose underlying insulation.
- B. Remove all moisture-contaminated insulation and discard. Allow area to completely dry.
- C. Install new layer of insulation. New insulation shall match the existing insulation in thickness and composition precisely.
- D. Attachment of the new insulation shall be completed in accordance with the requirements of section 07240 Roof Insulation.

- E. Apply new membrane over the exposed insulation. The new membrane materials shall match the existing membrane exactly. Provide a minimum 12" tie in to the existing membrane.
- F. New roof membrane attachment shall be accomplished with in-seam fastening 12 inches O.C. using manufacturer, approved screws and plates for EPDM roof membrane.
- G. Modified bitumen roof membrane shall be torch welded in place to provide attachment

3.21 Penetration Flashing

- A. Remove existing penetration flashing materials.
- B. Install new flashing lead flashing sleeves set in asphalt mastic.
- C. New flashing sleeves shall receive new modified bitumen flashing collar torch welded in place over primed roofing felts.

3.22 Coping Joints

- A. Remove existing sheet metal coping components to expose the entire mating surface.
- B. Preparation of the mating surface and the application of the sealant shall be done in accordance with the requirements of Section 07920 Sealant and Caulking.
- C. Reinstallation of the sheet metal coping shall be done in accordance with the requirements of Section 07620 Related Sheet Metal.

3.23 Deteriorated Walk Pads

- A. Remove deteriorated walk pads.
- B. Remove surface aggregate and asphalt flood coat 12" beyond the perimeter of the walk pad to expose the underlying roofing felts avoiding damage to the roofing felts.
- C. Torch-apply a modified cap sheet over the repair area.

3.24 Deteriorated Coating on Metal Roof

- A. Properly prep entire metal roof surface in accordance with coating manufacturer's published recommendations. Remove all disbanded or stained existing coating

- B. Replace all deteriorated or missing fasteners with new to match existing
- D. Spray apply two coats (min 8 mil thickness) over entire metal roof surface

3.25 Snow Guard Installation

- A. Install new non penetrating snow guards beginning at the bearing wall along all eaves.
- B. Layout to be determined by the snow guard manufacturer.

3.26 Cleanup

- A. All debris shall be removed from the premises promptly and the area left clean daily.
- B. At the completion of this section all equipment shall be removed from the premises.

- End of Section -

PART ONE - GENERAL

1.01 Summary

A. Section Includes

1. Provide new sheet metal Work in connection with roofing Work .

B. Related Work Described Elsewhere

1. 07560 Roof Repairs
3. 07920 Sealants and Caulking

1.02 Quality Assurance

A. Qualification of Manufacturer: Products used in Work of this section shall be produced by manufacturers regularly engaged in manufacture of similar items and with a history of successful production acceptable to Owners Representative.

B. Qualification of Installer: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in necessary crafts and are completely familiar with specified requirements and methods needed for proper performance of Work in this section.

C. In acceptance or rejection of Work of this section, Owners Representative will make no allowance for lack of skill on part of workmen.

D. Sheet metal Work shall be formed, furnished and installed in strict compliance with rules and standards as set forth in most current edition of **Architectural Sheet Metal Manual** by Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA).

1.03 Submittals

A. General: Comply with provisions of Section 01300.

B. Immediately after Contract is awarded, submit shop drawings showing location, diagrams, dimensions, and details of proposed fabrication and installation.

SECTION 07620
ROOF RELATED SHEET METAL

- C. Drawings to show type and gauge of metal used. Gauges of sheet metal specified in this section are minimums.

1.04 Scheduling

- A. New sheet metal Work shall be closely coordinated with installation of new roofing membrane.
- B. New sheet metal shall be installed directly after roofing Work such that roofing terminations will not be left unprotected by metal.

1.05 Delivery, Storage And Handling

- A. Use means to protect materials of this section before, during and after installation, and to protect Work and materials of other trades. Roof surfaces shall be protected from damage.
- B. Deliver only new materials to job site. Materials to be stored in such a manner as to be protected from rain, snow, or inclement weather. When storing materials on roof, do not overstress deck.
- C. In event of damage, immediately make repairs and replacements to approval of Consultant and at no additional cost to Owner.

1.06 Warranty

- A. New materials and workmanship covering Work provided under this section of Specifications shall be guaranteed in writing by Contractor to maintain sheet metal flashing in a watertight condition without cost to Owner for a period of two (2) years after date of final payment.

PART TWO - PRODUCTS

2.01 Design

- A. In addition to complying with pertinent codes and regulations, comply with pertinent recommendations contained in "Architectural Sheet Metal Manual", current edition, as published by SMACNA.
- B. Sheet metal shall be formed sheet shapes as indicated on drawings and in

SECTION 07620
ROOF RELATED SHEET METAL

conformance with details on approved shop drawings.

- C. Where sheet metal is required and no material or gauge is indicated on drawings, provide highest quality and gauge commensurate with referenced manual.
- D. Sheet metal shall be gauge and thickness recommended by SMACNA Manual. In no case, however, shall material be less than following:

Galvanized Steel (ASTM A-256 with ASTM A-525, G90 Zinc coating)	- 24 Gauge
Prefinished Galvanized Steel or Coated Metal (With ten year guarantee on finish)	- 24 Gauge
Copper	- 16 Ounce
Lead (common desilverized pig lead)	- 4 lbs/sq.ft.

- E. Counter flashing shall be furnished where indicated on drawings at top edge of base flashing. Form flashing in not more than 10' lengths, lap ends 3", and caulk loose lock joints (watertight). Counter flashing shall overlap base flashing a minimum of 3".
- F. Dissimilar metals shall not be allowed to come into contact with one another. Provide bituminous paint or other protective coating on concealed surfaces to prevent interaction of materials.
- G. Provide hot dipped zinc coated fasteners for exterior use. Select fasteners for type, grade, and class required. Use only 304 series stainless steel fasteners with stainless steel sheet metal unless specifically shown otherwise on detail drawings.
- H. Unless specifically shown otherwise on detailed drawings, exposed fasteners have neoprene washers.
- I. Solder shall be 50-50 tin/copper in accordance with ASTM B-32.
- J. Furnish formed sheet metal for installation under this Section as shown in Drawings and/or Specifications.

PART THREE - EXECUTION

3.01 Inspection

- A. Examine areas and conditions under which Work of this section will be installed. Correct conditions detrimental to proper and timely completion of Work. Do not proceed until unsatisfactory conditions have been corrected.

3.02 Workmanship

- A. Form sheet metal accurately and to required dimensions and shapes.
- B. Exposed edges of cut sheet metal shall be folded back on concealed surfaces.
- C. Form, fabricate, and install sheet metal so as to adequately provide for expansion and contraction in finished Work.
- D. Whenever possible, secure metal by means of clips or cleats without fastening through exposed metal.

3.03 Weatherproofing

- A. Finish sheet metal watertight and weather tight where so required.
- B. Where lap seams do not have a joint cover, lap according to pitch, but in no case less than 3".
- C. Make lap seams in direction of water flow.

3.04 Joints

- A. Join parts with rivets or sheet metal screws where necessary for strength or stiffness. Joints shall be soldered unless shown otherwise on detailed drawings.
- B. Provide suitable watertight expansion joints for sheet metal as required for proper installation.
- C. Caulking of sheet metal shall be neatly and thoroughly performed for a watertight seal.

3.05 Fastening

- A. Secure metal as per detailed drawings.
- B. Clips and cleats are to be fastened a maximum of 24" on center with self-tapping screws and 6" on center with barbed roofing nails.
- C. On roof side, copings are to be fastened a maximum of 24" on center with washers and screws.
- D. For concealed fastening into wood, use hot dipped, double coated zinc ring shank roofing nails 1 3/4" X 11 gauge.
- E. For fastening into masonry, use masonry/concrete anchors with EPDM washers with stainless steel backing. Use metal anchors only, no plastic anchors allowed.
- F. For exposed fastening into wood, use screws with EPDM backed stainless steel washers.
- G. Fasteners to be corrosion resistant coated.

3.06 Soldering

- A. General: Thoroughly clean and tin joint materials prior to soldering.
- B. Use heavy soldering copper of a blunt design properly tinned for use.
- C. Perform soldering slowly with well heated soldering copper in order to heat seams thoroughly and to completely fill them in.
- D. Make exposed soldering of finished surfaces neat, full-flowing, and smooth.
- E. After soldering, thoroughly wash and flux with a soda solution.

3.07 Sheet Metal Flashing Joint Repair

- A. Remove existing sheet metal flashing components where indicated.
- B. Thoroughly clean sheet metal flashing joint area to completely remove all remnants of sealant, dirt, debris and residue.

SECTION 07620
ROOF RELATED SHEET METAL

- C. Re-install sheet metal flashing components. Apply new sealant in the joint to provide a watertight joint.

3.08 Deteriorated Gutter

- A. Remove areas of deteriorated gutter.
- B. Install new sheet metal gutter sections to exactly match the profile of the existing gutter.
- C. Join the gutter sections to provide a watertight joint by applying approved sealant in the lap joint. Lap sections a minimum 1 1/2" and fasten 3" O.C. in the vertical portions of the joint.

3.09 Open Sheet Metal Flashing Corners.

- A. Form new sheet metal flashing corners to fit behind the existing sheet metal flashing.
- B. New flashing corners shall installed set in sealant.
- C. Securely fasten the new flashing corners in place attached to the existing counter flashing using #12 self-drilling self-tapping screws and EPDM backed stainless steel washers. Screws shall have a corrosion resistant coating.

3.10 Exposed Flashing Termination

- A. Provide new sheet metal counter flashing extensions where flashing terminations are exposed.
- B. The new counter flashing extension shall extend a minimum 3" below the flashing termination.
- C. The new counter flashing extension shall be attached to the existing counter flashing components 12" O.C. using 3/16" self drilling self tapping screws and EPDM backed stainless steel washers. Screws shall have a corrosion resistant coating.

SECTION 07620
ROOF RELATED SHEET METAL

3.11 Protection

- A. Roof surfaces shall be adequately protected to prevent damage. Keep scrap metal off of roof surface.

3.12 Clean-Up

- A. Debris from sheet metal Work shall be frequently removed from building site as it accumulates.
- B. Leave job site absolutely clean at completion of Work and properly dispose of construction debris.

- End Of Section -

This Page is Intentionally Left Blank

PART ONE - GENERAL

1.01 Summary

A. Section Includes

1. Throughout Work, caulk and seal joints where shown on drawings and elsewhere as required by Specifications to provide a positive barrier against passage of air and passage of moisture.

B. Related Work Described Elsewhere

1. Adhere strictly to caulking and sealant Specifications and to detail drawings.

1.02 Quality Assurance

A. Qualifications of Manufacturer: Products used in this work shall be produced by manufacturers regularly engaged in manufacture of similar items and with a history of successful production acceptable to Consultant.

B. In acceptance or rejection of Work of this section, Consultant will make no allowance for lack of skill on part of workmen.

C. Sealant to conform to ASTM C920.

1.03 Delivery, Storage And Handling

A. Deliver materials to job site in original, unopened containers. Materials are to be stored in a protected area between 40°F to 80°F.

B. Do not retain on job site material which has exceeded shelf life recommended by its manufacturer.

C. Protect surfaces from staining or damage. Damaged Work shall be repaired or replaced as directed by Owners Representative and at no additional cost to Owner.

1.04 Job Conditions

A. Do not apply caulking or sealant when surface temperature is below 40°F or above 125°F. Do not apply materials when surface is damp or during cold, rainy, or frosty weather.

SECTION 07920
SEALANT AND CAULKING

1.05 Submittals

- A. Color chart for each sealant will be delivered to Owners Representative. Colors for each sealant will be selected from manufacturers standard colors by the Owners Representative.

1.06 Warranty

- A. Furnish a written guarantee signed by application Contractor or firm, warranting materials and workmanship to be watertight for a period of two years from date of completion of Work.

PART TWO – PRODUCTS

2.01 Sealant

- A. General: Except as specifically otherwise directed by Consultant. Use only type of sealant described in this section.
- B. Sealant shall be one of following:
 - 1. "Sika-Flex-1A", manufactured by Sika Corporation, Lyndhurst, New Jersey, 07071.
 - 2. "Sonolastic NP-1", manufactured by Sonneborn, 7711 Computer Avenue, Minneapolis, Minnesota, 55435.
 - 3. "Dymeric", manufactured by Tremco, Cleveland, Ohio.
 - 4. "Chem Calk 900", manufactured by Bostick Division of the Emhart Chemical Group, Huntingdon, Pennsylvania.

2.02 Back-Up Materials

- A. General: Use only those back-up materials which are specifically recommended for this installation by manufacturer of sealant used, and which are non-absorbent and non-staining. Back-up materials must be 1-1/2 times width of joint.
- B. Acceptable Types Include:

SECTION 07920
SEALANT AND CAULKING

1. Closed-Cell, Resilient Urethane or Polyvinylchloride Foam.
2. Closed-Cell, Polyethylene Foam.
3. Closed-Cell sponge of vinyl or rubber.

2.03 Cleaner

- A. Xylol, toluene, or commercial solvent recommended by sealant manufacturer.

2.04 Primer

- A. Shall be as recommended by sealant manufacturer, if required.

2.05 Other Materials

Other materials not specifically described but required for complete and proper caulking and installation of sealant shall be first quality of their respective kinds, new, and as selected by Contractor subject to approval of Owner.

PART THREE - EXECUTION

- 3.01 Examine areas and conditions under which Work of this section will be performed. Correct conditions detrimental to proper and timely completion of Work. Do not proceed until unsatisfactory conditions have been corrected.

3.02 Preparation

A. Masonry Surfaces

1. Surfaces in contact with sealant shall be dry, sound, and well brushed and wiped free from dust.
2. Use solvent to remove oil and grease, wiping surfaces with clean rags.
3. Remove bitumen from joint area.
4. Where surfaces have been treated, remove surface treatment by use of sandblasting or wire brushing.

SECTION 07920
SEALANT AND CAULKING

5. Where back-up material is required, inset approved backer rod or bond-breaker tape in joint cavity to depth required.

B. Metal Surfaces

1. Use solvent to remove oil and grease, wiping surfaces with clean rags.
2. Remove protective coating on metal by sandblasting or by a solvent that leaves no residue.

3.03 Installation Of Back-Up Materials

Use only back-up material recommended by manufacturer of sealant and approved by Owner for particular installation, compressing back-up material 25% to 50% to secure a positive and secure fit. When using back-up of tube or rod stock, avoid lengthwise stretching of material. Do no twist or braid hose, or rod backup stock.

3.04 Joint Design

A. Joint depth shall never be greater than width.

1. Joint width is 1/4" to 1/2" wide, sealant depth at midpoint is to be 1/4".
2. Joint width is 1/2" to 1" wide, sealant depth at midpoint is to be 3/8" to 1/2".
3. Joint width is 1" to 2" wide, sealant depth at midpoint is to be 1/2".

B. In deep joints, sealant depth shall be controlled by use of back-up materials to maintain the recommended depth.

C. Where depth of joint does not permit use of back-up material then a bond breaker strip must be installed to prevent three point bonding.

3.05 Installation Of Sealants

A. General: Prior to start of installation in each joint, verify joint type according to details in drawings and verify that required proportion of width of joint to depth of joint has been secured.

B. Equipment: Apply sealant under pressure with hand or power-actuated gun

SECTION 07920
SEALANT AND CAULKING

or other appropriate means. Guns shall have nozzle of proper size and shall provide sufficient pressure to completely fill joints as designed.

- C. Masking: Thoroughly and completely mask joints where appearance of sealant on adjacent surfaces would be objectionable.
- D. Installation of Sealant: Install sealant in strict accordance with manufacturer's recommendations as approved by Owner, thoroughly filling joints to recommended depth.
- E. Tooling: Tool joints to profile shown on details in drawings. Tooling to be done immediately after sealant application.

3.06 Clean-Up

- A. Remove masking tape immediately after joints have been tooled.
- B. Keep adjacent surfaces clean and free from sealant as installation progresses. Use solvent or cleaning agent as recommended by sealant manufacturer.

- End Of Section -

This Page is Intentionally Left Blank

PART ONE - GENERAL

1.01 DESCRIPTION

A. Work includes, but is not necessarily limited to:

1. All painting and finishing work and related items necessary to complete the work scheduled or noted on the drawings, and as specified herein.

1.02 DEFINITION:

A. The terms "paint or painting" as used in this section in a general sense have reference to both opaque and transparent sealers, primers, stains, oil, acrylic, latex, urethane, and enamel type paints, and the application of these materials.

1.03 WORK NOT INCLUDED:

- A. Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require painting under this section except as may be specified herein.
- B. Do not paint any moving parts of operating units, mechanical or electrical parts, unless specifically specified herein.
- C. Do not paint over any required labels or equipment identification, performance rating, name or nomenclature plates.

1.04 QUALITY ASSURANCE

- A. Standards: Comply with standards specified in this section.
- B. Qualification of Manufacturer: Products used in this work shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the consultant.

1.05 QUALIFICATION OF WORKMEN

- A. Provide as a minimum, one person who shall be present at all times during the execution of the work of this section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this section.
- B. In acceptance or rejection of the work of this section, the consultant will make no allowance for lack of skill on the part of the workmen.

1.06 PAINT COORDINATION

- A. Provide finish coats which are compatible with the prime coats used.

1.07 SUBMITTALS

- A. Comply with provisions of Section 01300 - Submittals

1.08 PRODUCT HANDLING

- A. Delivery of Materials: Deliver all materials to the job site in original, new and unopened containers bearing the manufacturer's name and label showing at least the following information:

1. Name or title of material.
2. Federal specification number, if applicable.
3. Thinning instructions.
4. Application instructions.

- B. Storage of Materials

1. All materials used on the job shall be stored in a single place designated by the owner or consultant. Such storage place shall be kept neat and clean. Any soiled or used rags, waste, and trash shall be removed from the building every night, and every precaution taken to avoid the danger of fire.

- C. Protection

1. Use all means to protect the materials of this section before, during and after installation and to protect the work and materials of all other trades and adjacent existing surfaces.

1.09 JOB CONDITIONS

- A. Surface Temperatures

1. Do not apply solvent - thin paints when the temperature of surfaces to be painted and the surrounding air temperature are below 45°F unless otherwise permitted by the manufacturer's printed instructions.

B. Weather Conditions:

1. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceed 85%; or to damp or wet surfaces; unless otherwise permitted by the manufacturer's printed instructions.

PART TWO - PRODUCTS

2.01 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products listed in the paint schedules.
- B. Manufacturers Names: The following manufacturers are referred to in the paint schedules using abbreviations , which are shown in parentheses:
 1. Devoe & Raynolds Co. (Devoe).
 2. Fuller-O'Brien Paints (Fuller).
 3. Glidden Co. (The) (Glidden).
 4. Benjamin Moore & Co. (Moore).
 5. PPG Industries, Inc. (PPG).
 6. Pratt & Lambert, Inc. (P&L).
 7. Sherwin-Williams Co. (S-W).

2.02 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of the service and application, as demonstrated by the manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified. Paint- material containers not displaying manufacturer's product identification will not be acceptable.
 1. Proprietary Names: Use of manufacturer's proprietary names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturer's. Furnish manufacturer's material data and certificates of performance for proposed substitutions.
- C. Colors: Provide custom colors of the finished paint systems to match the existing color scheme

PART THREE - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas and conditions, with the applicator present, under which painting will be performed for compliance with paint application requirements.
 - 1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
 - 2. The start of painting will be construed as the applicator's acceptance of surfaces and conditions within a particular area.

3.02 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.
 - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to the manufacturer's written instructions for each particular substrate condition and as specified.
 - 1. Provide barrier coats over incompatible primers or remove and reprime
 - 2. Ferrous Metals: All surfaces must be free of grease and oil, and cleaned in accordance with SSPC-SP1-63 "Solvent Cleaning" followed by removal of all loose, scaling paint by hand scraping, or by use of power tools. Rusted surfaces to be cleaned in accordance with SSPC-SP2-63 "Hand Tool Cleaning" or SSPC-SP3-63 "Power Tool Cleaning." Glossy surfaces should be dulled by sanding. Where heavy rust, corrosion and deteriorated coating exist, the surface should be abrasive blast cleaned in accordance with SSPC-SP6- "Commercial Blast Cleaning." The surface should be blown off with compressed air to remove traces of blast products, and must be primed within 24 hours with rust inhibitive paints.

SECTION 09900
PAINTING

- D. Materials Preparation: Mix and prepare paint materials according to the manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
 3. Use only thinners approved by the paint manufacturer and only within recommended limits.
- E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in the shade of undercoats to distinguish each separate coat.

3.03 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for the substrate and type of material being applied.
1. Paint colors, surface treatments, and finishes are indicated in the schedules.
 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to the formation of a durable paint film.
 3. Provide finish coats that are compatible with primers used.
 4. The term "exposed surfaces" includes areas visible when permanent or built-in components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practical after preparation and before subsequent surface deterioration.
1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to the manufacturer's written instructions, sand between applications
 2. Omit primer on metal surfaces which have been shop primed.

SECTION 09900
PAINTING

3. If undercoats, stains, or other conditions show through the final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until the paint has dried to the point it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the under coat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to the manufacturer's written instructions.
1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being painted.
 2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool recommended by the manufacturer for the material and texture required.
 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- E. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to the material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in the first coat appears, to ensure a finish coat will not burn through or other defects due to insufficient sealing.
- F. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- G. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.04 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.

SECTION 09900
PAINTING

1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

3.05 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting as approved by the owner.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

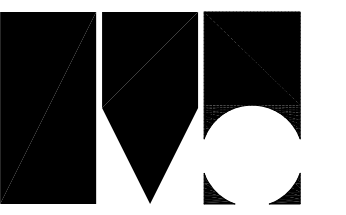
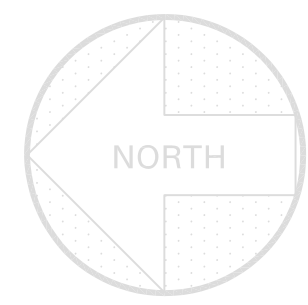
3.06 EXTERIOR PAINT SCHEDULE

- A. Ferrous Metal: Provide the following finish systems over exterior ferrous metal. Primer is not required on shop-primed items
 1. Semigloss, Acrylic-Enamel Finish: 2 finish coats over a rust-inhibitive primer.
 2. Primer: Rust-inhibitive primer applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.3 mils (0.033 mm)
 - a) Devoe: 13101 Mirrolac Rust Penetrating Metal Primer.
 - b) Duron: Dura Clad HydroStick Waterborne Metal and Bonding Primer.
 - c) Glidden: 5205 Glid-Guard Tank & Structural Primer.
 - d) Moore: IronClad Retardo Rust Inhibitive Paint #163.
 - e) PPG: 6-208 Speedhide Interior/Exterior Rust Inhibitive Steel Primer.
 3. First and Second Coats: Semigloss, exterior, acrylic-latex enamel applied at a spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 2.6 mils (0.066 mm).
 - a) Devoe: 17XX Wonder-Shield Semi-Gloss Exterior Acrylic Latex House & Trim Paint.
 - b) Fuller: 664-XX Weather King II Semi-Gloss House & Trim Paint.
 - c) Glidden: 6600 Series Spred Ultra Exterior Gloss Latex House & Trim Paint.

SECTION 09900
PAINTING

- d) Moore: MoorGlo Latex House & Trim Paint #096.
- e) PPG: 78 Line Sun-Proof Semi-Gloss Acrylic Latex House and Trim paint.

- END SECTION -



Montgomery College

Central Administration
Office of Facilities
Suite 200
40 West Gude Drive
Rockville, MD 20850
Telephone: (240)-567-7364

Notes



530 Vaucluse Road Stephens City, Virginia 22655
Ph: 540/869/5247 Fax: 540/869/5276 Website: www.ads-services.com

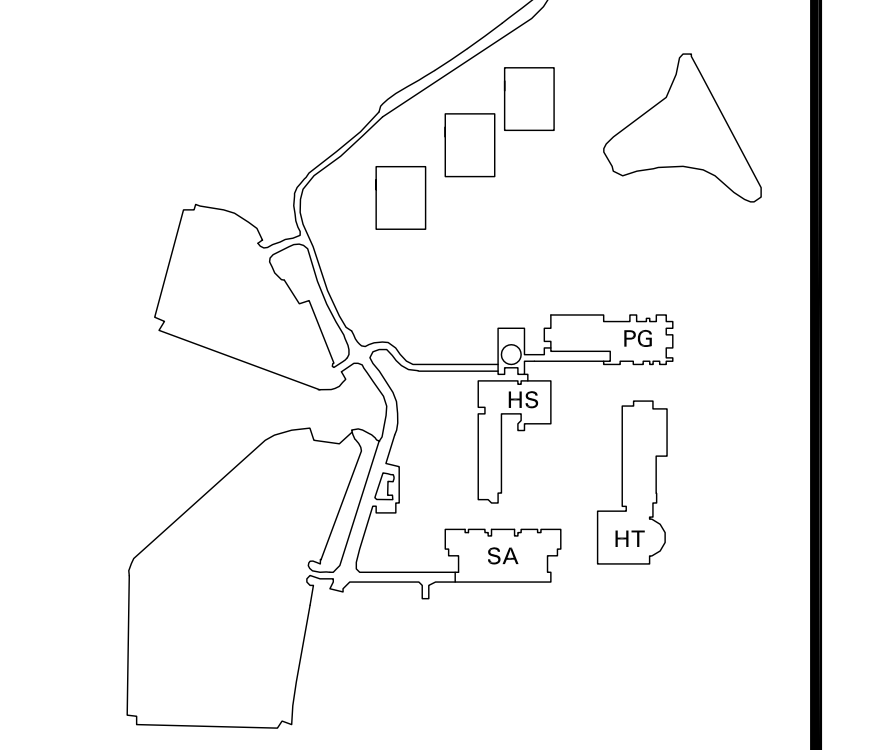
DRAWN: BC	REVIEWED: CH	DATE: 02-05-09
DESIGN: CH	DATE: HT_DWG	SCALE: 3/32" = 1'

BUILDING: HIGH TECHNOLOGY INSTRUCTIONAL CENTER

No.	Description	Date
-----	-------------	------

Revisions

Location Map



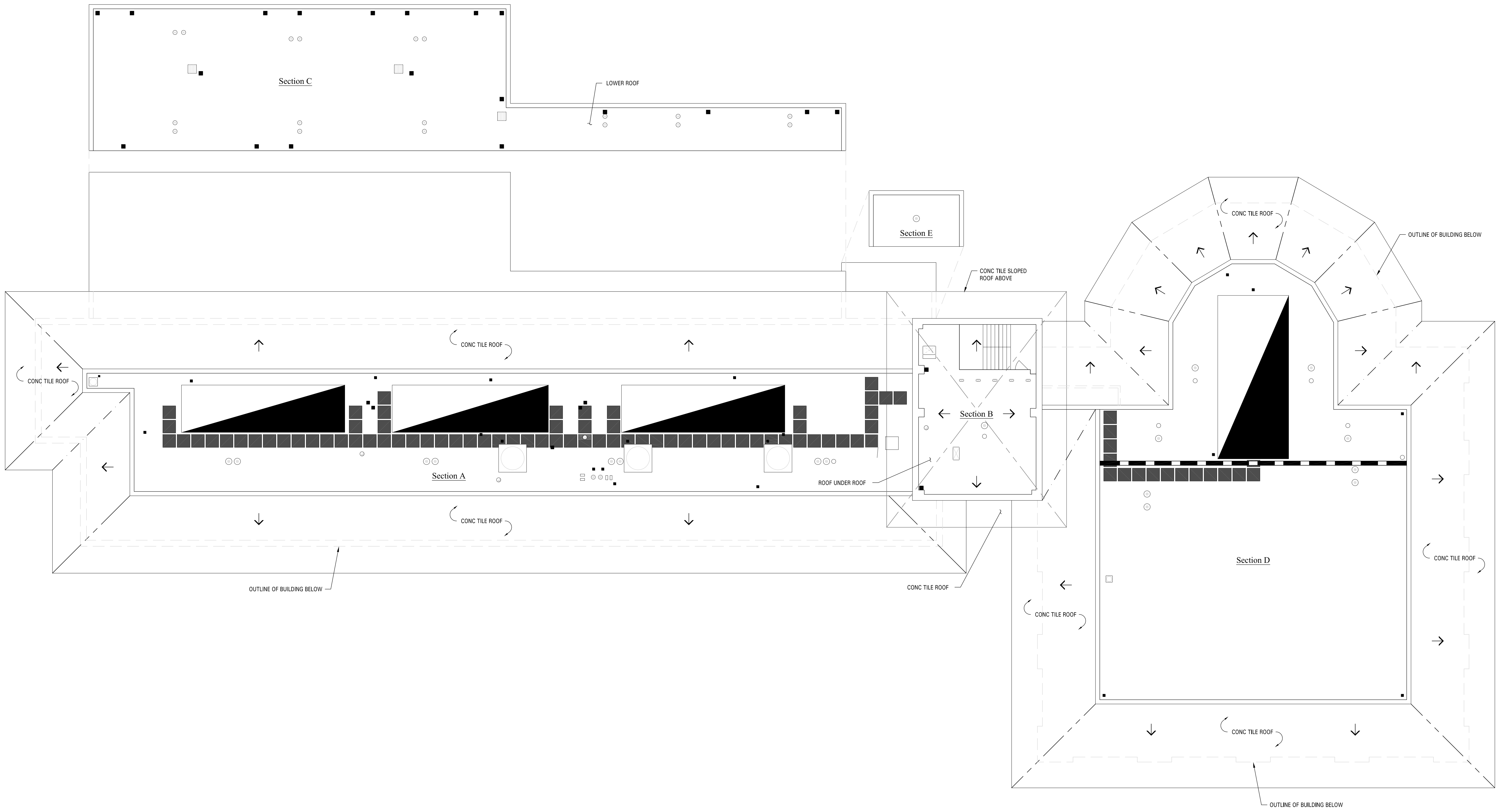
Project Title
MONTGOMERY COLLEGE

Drawing Title
**HIGH TECHNOLOGY & SCIENCE CENTER (HT)
ROOF SURVEY PLAN**

Scale: 3/32" = 1'-0"

Project No. Drawing Number

Date **HT-G**

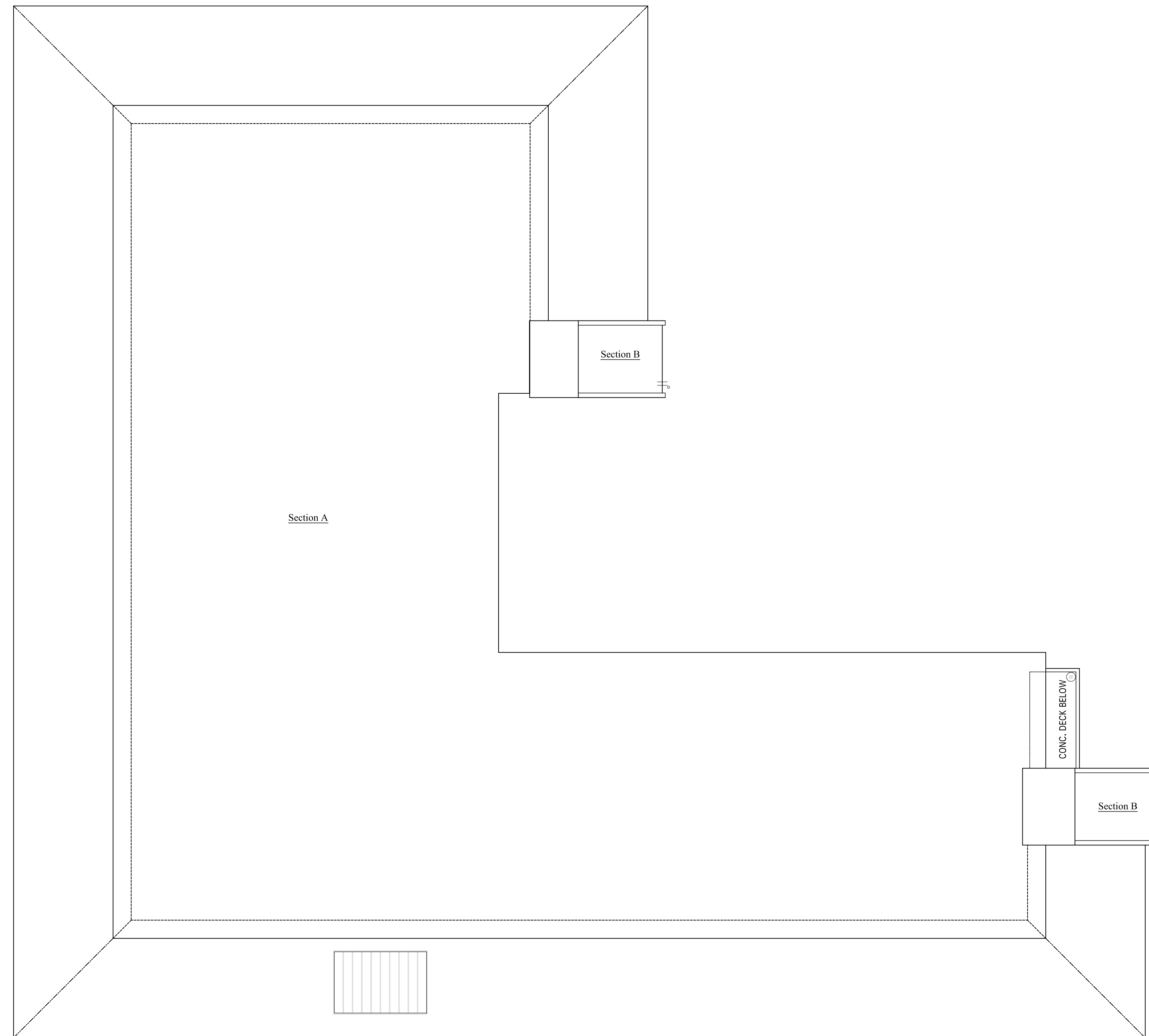
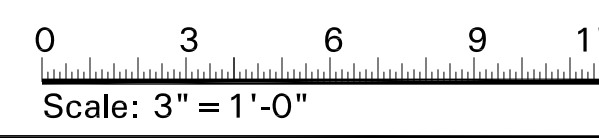
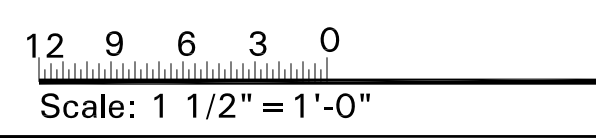
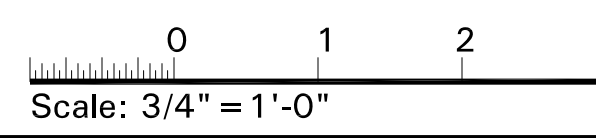
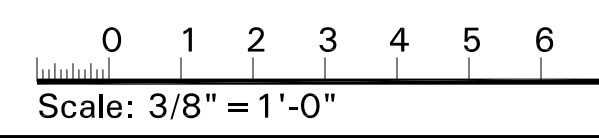
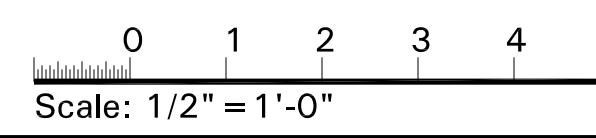
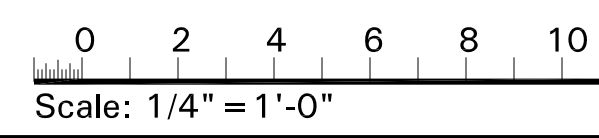
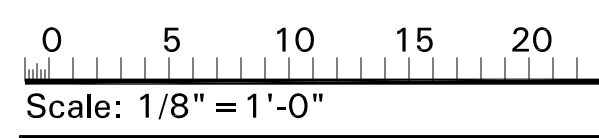


AREA A - DEFICIENCY LEGEND

	DETERIORATED OR LOW PITCH POCKET FILLER
--	---

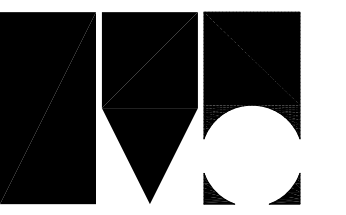
LEGEND

	VENT STACK		SCUPPER
	ROOF DRAIN		OVERFLOW SCUPPER
	SQUARE PITCH PAN		CHIMNEY
	COVERED PITCH PAN		HOODED VENT
	ROOF HATCH		SKYLIGHT
	VENTILATOR		PIPE PENETRATION
	SQUARE DUCT PENETRATION		UTILITY/CONDUIT LINE
	EXHAUST FAN		RUNNER SUPPORT
	SQUARE GOOSENECK		CAPPED OPENING
	EXPANSION/CONTROL JOINT		STEEL EQUIPMENT SUPPORT
	MECHANICAL UNIT		SUBSTRATE MOISTURE
	WALKWAY PADS		CORE SAMPLE
	PARAPET WALL		LEAK AREA
	SCUPPER w/ CONDUCTOR		DETAIL CALLOUT



LEGEND	
○	VENT STACK
⊙	ROOF DRAIN
■	SQUARE PITCH PAN
⌂	COVERED PITCH PAN
□	ROOF HATCH
□	VENTILATOR
⊞	SQUARE DUCT PENETRATION
□	EXHAUST FAN
□	SQUARE GOOSENECK
▬▬▬	EXPANSION/CONTROL JOINT
▬▬▬	MECHANICAL UNIT
▬▬▬	WALKWAY PADS
▬▬▬	PARAPET WALL
▬▬▬	SCUPPER w/ CONDUCTOR
▬▬▬	SCUPPER
▬▬▬	OVERFLOW SCUPPER
□	CHIMNEY
○	HOODED VENT
□	SKYLIGHT
○	PIPE PENETRATION
— —	UTILITY/CONDUIT LINE
▬▬▬	RUNNER SUPPORT
▬▬▬	CAPPED OPENING
▬▬▬	STEEL EQUIPMENT SUPPORT
▬▬▬	SUBSTRATE MOISTURE
⊙	CORE SAMPLE
⊙	LEAK AREA
⊙	DETAIL CALLOUT

AREA A - DEFICIENCY LEGEND	
⊙	DETERIORATED SEAMS AT FLASHING MEMBRANE



Montgomery College

Central Administration
Office of Facilities
Suite 200
40 West Gude Drive
Rockville, MD 20850
Telephone: (240)-567-7364

Notes



530 Vaucluse Road Stephens City, Virginia 22655
Ph: 540/869/5247 Fax: 540/869/5276 Website: www.ads-services.com

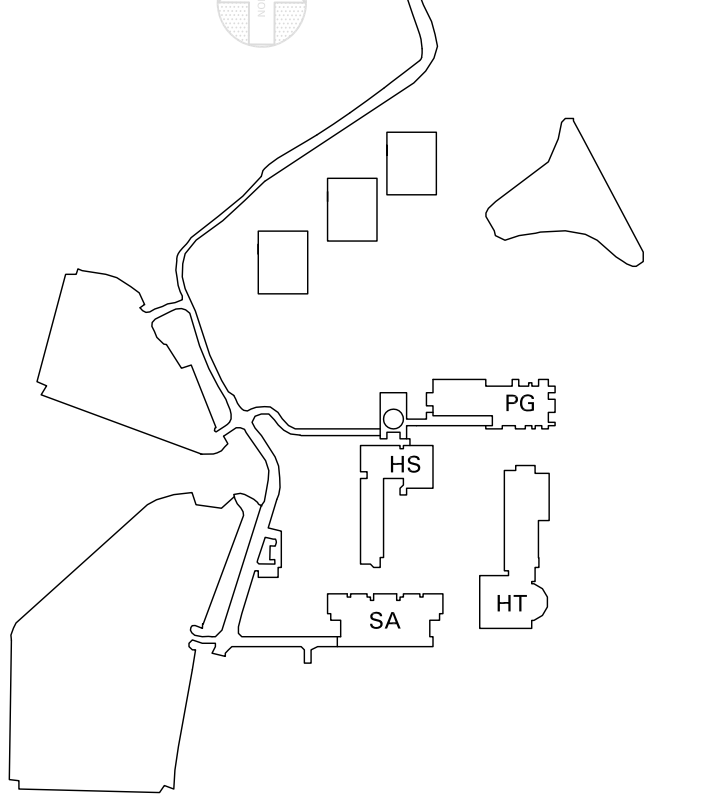
DRAWN: BC	REVIEWED: CH	DATE: 02-05-09
DESIGN: CH	APP. CAD: HS-T.DWG	SCALE: 1/16"=1'

BUILDING: HUMANITIES AND SOCIAL SCIENCE BUILDING

No.	Description	Date
-----	-------------	------

Revisions

Location Map



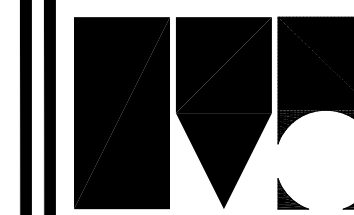
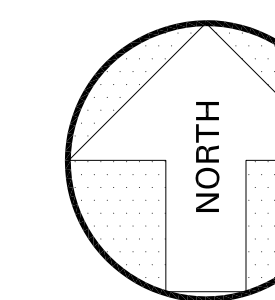
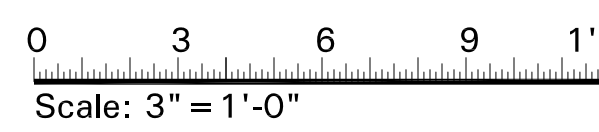
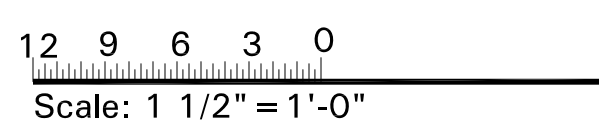
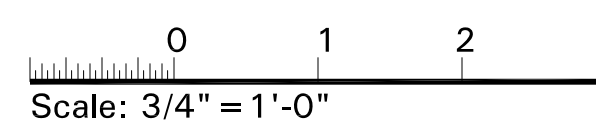
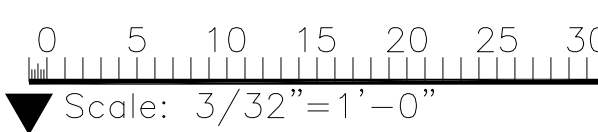
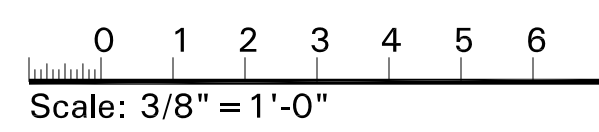
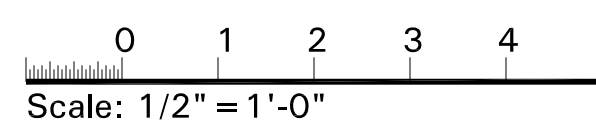
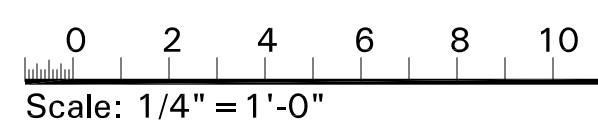
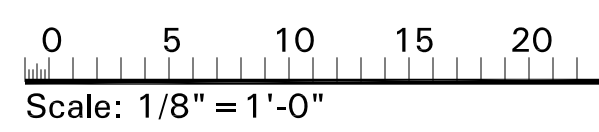
Project Title
MONTGOMERY COLLEGE

Drawing Title
HUMANITIES AND SOCIAL SCIENCES BUILDING (HS)
ROOF SURVEY PLAN

Scale: 1/16" = 1'-0"

Project No. Drawing Number

Date HS-G



Montgomery College

Central Administration
Office of Facilities
Suite 200
40 West Gude Drive
Rockville, MD 20850
Telephone: (240)-567-7364

Notes



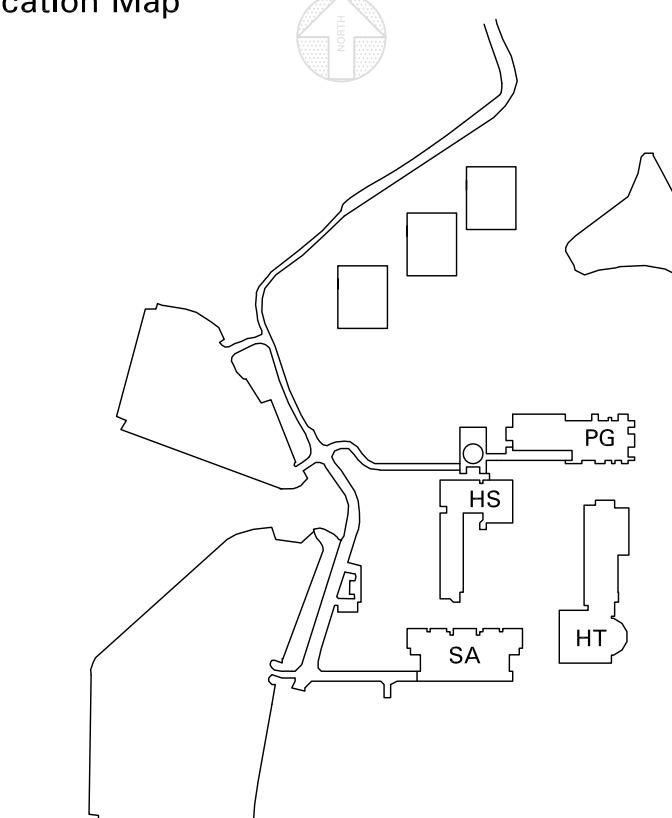
530 Vaucluse Road Stephens City, Virginia 22655
Ph: 540/866/5247 Fax: 540/869/5276 Website: www.ads-services.com

DRAWN: BC	REVIEWED: CH	DATE: 02-05-09
DESIGNED: CH	APP. CAD: SA, DWG	SCALE: 3/32" = 1'

BUILDING: SCIENCES/APPLIED STUDIES

No.	Description	Date
Revisions		

Location Map



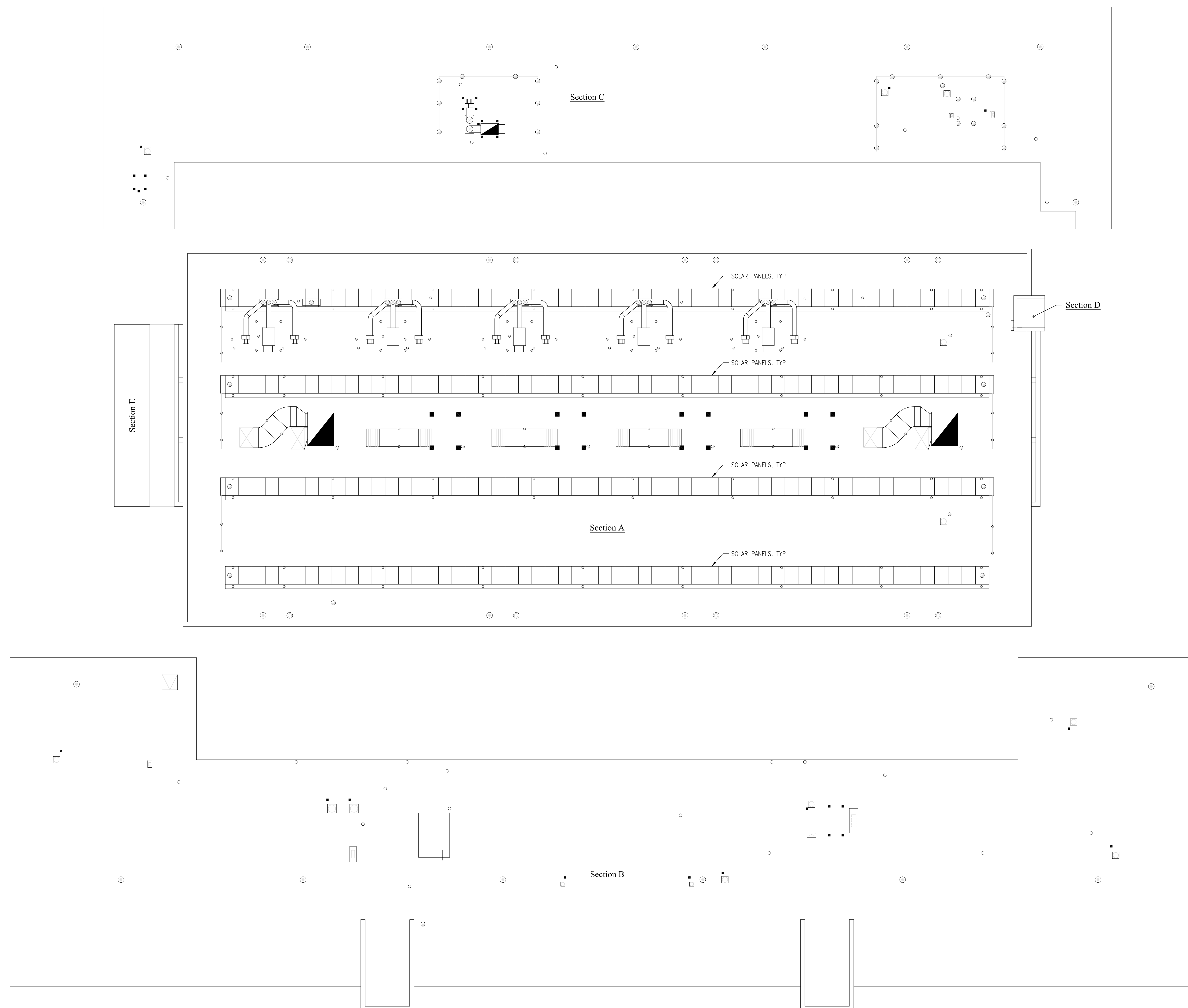
Project Title
MONTGOMERY COLLEGE

Drawing Title
**SCIENCES & APPLIED STUDIES
BUILDING (SA)
ROOF SURVEY PLAN**

Scale: 3/32" = 1'-0"

Project No. Drawing Number

Date **SA-G**



AREA A - DEFICIENCY LEGEND

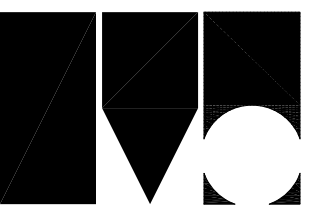
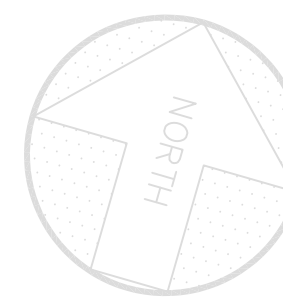
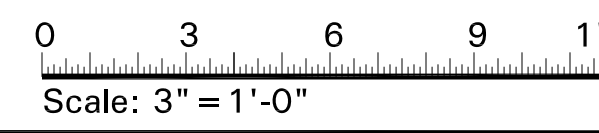
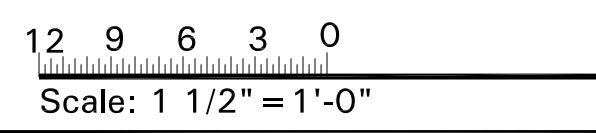
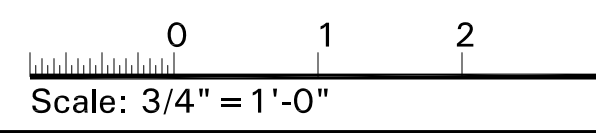
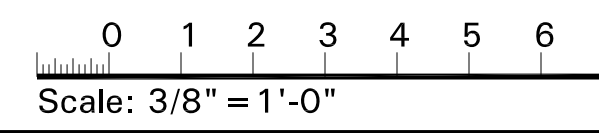
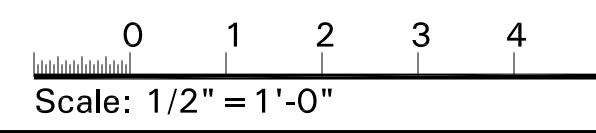
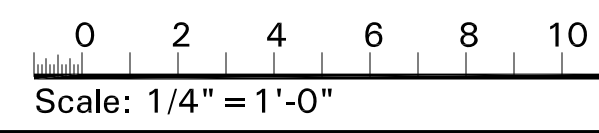
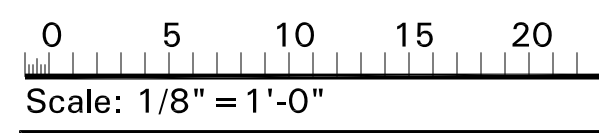
06	DETERIORATED SEAMS AT FLASHING MEMBRANE
----	---

AREA B - DEFICIENCY LEGEND

06	DETERIORATED SEAMS AT FLASHING MEMBRANE
07	MISSING TERMINATION AT MECHANICAL SUPPORTS

LEGEND

○	VENT STACK
○	ROOF DRAIN
○	OVERFLOW DRAIN
■	SQUARE PITCH PAN
□	COVERED PITCH PAN
□	ROOF HATCH
□	VENTILATOR
□	SQUARE DUCT PENETRATION
○	ROUND DUCT PENETRATION
□	EXHAUST FAN
□	SQUARE GOOSENECK
—	EXPANSION/CONTROL JOINT
■	MECHANICAL UNIT
■	WALKWAY PADS
—	PARAPET WALL
—	SCUPPER w/ CONDUCTOR
—	SCUPPER
—	OVERFLOW SCUPPER
□	CHIMNEY
○	HOODED VENT
□	SKYLIGHT
○	PIPE PENETRATION
—	MECHANICAL SCREEN
—	UTILITY/CONDUIT LINE
—	RUNNER SUPPORT
□	CAPPED OPENING
□	STEEL EQUIPMENT SUPPORT
▨	SUBSTRATE MOISTURE
○	CORE SAMPLE
○	LEAK AREA
○	DETAIL CALLOUT



Montgomery College

Central Administration
Office of Facilities
Suite 200
40 West Gude Drive
Rockville, MD 20850
Telephone: (240)-567-7364

Notes



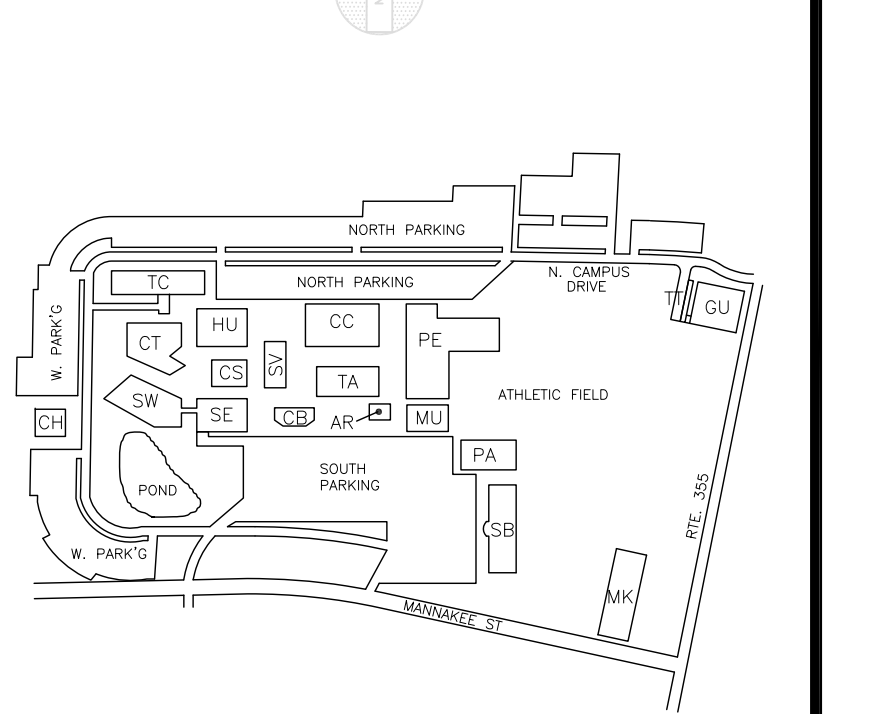
530 Vaucluse Road Stephens City, Virginia 22655
Ph: 540/866/5247 Fax: 540/866/5276 Website: www.ads-services.com

DRAWN: BC	REVIEWED: CH	DATE: 02-05-09
DESIGN: CH	APP. CAD: CC-R, DWG	SCALE: 1/8"=1'
BUILDING: CAMPUS CENTER		

No.	Description	Date
-----	-------------	------

Revisions

Location Map



Project Title
MONTGOMERY COLLEGE

Drawing Title
CAMPUS CENTER
(CC)
ROOF SURVEY PLAN

Scale: 1/8" = 1'-0"

Project No. Drawing Number

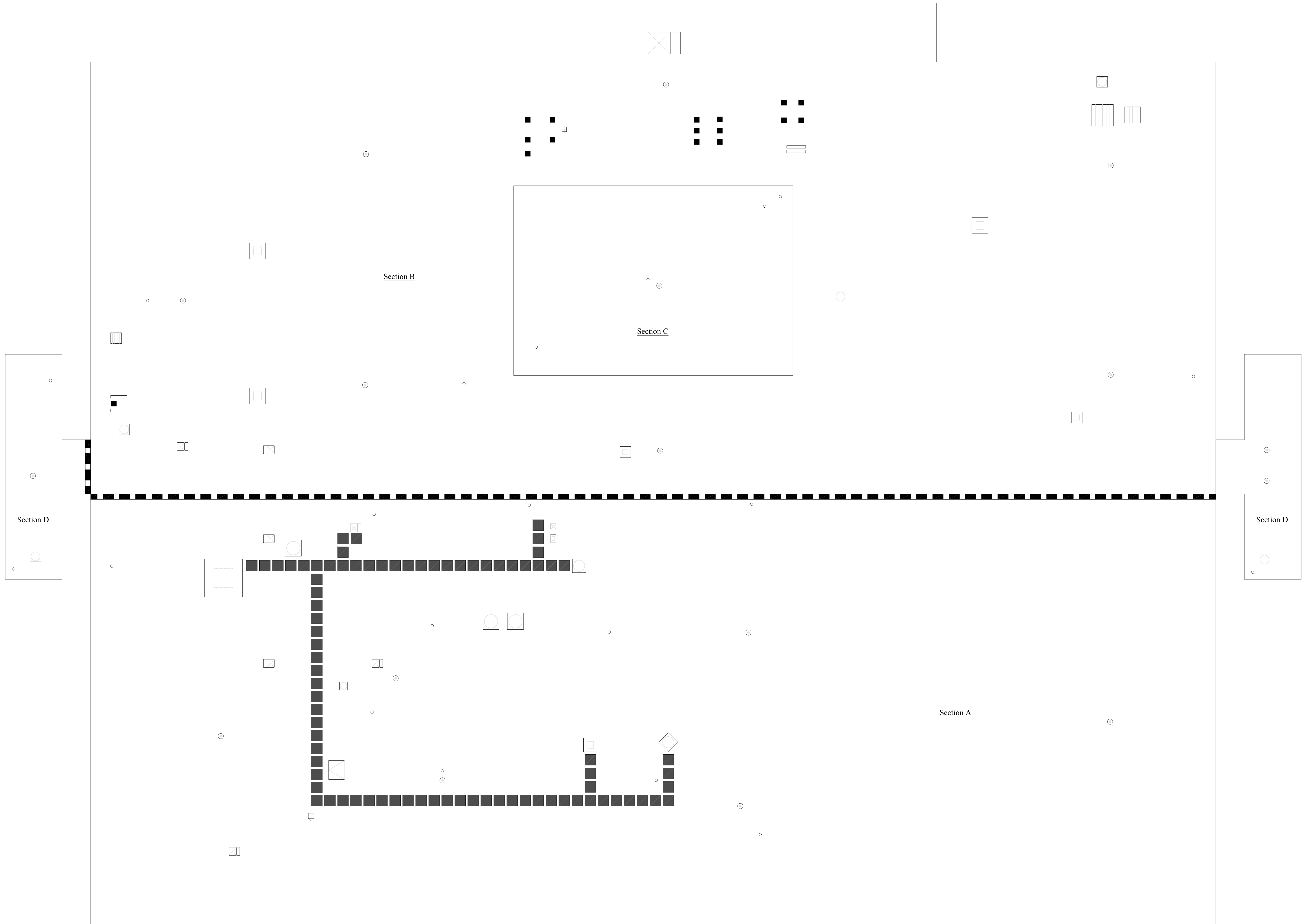
Date **CC-R**

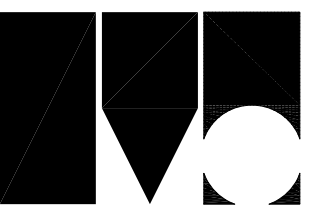
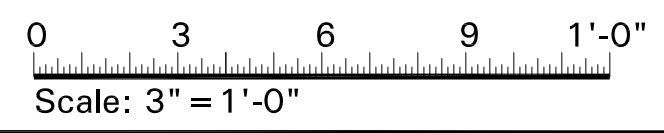
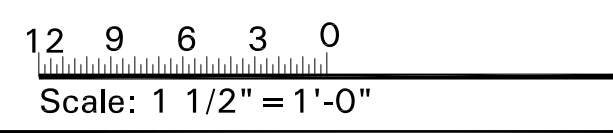
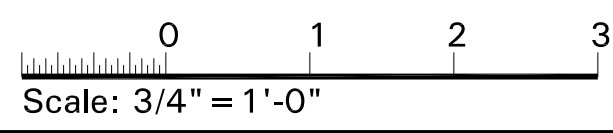
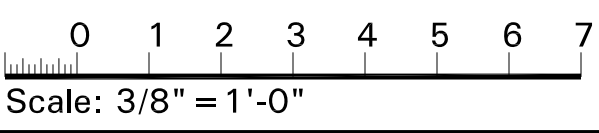
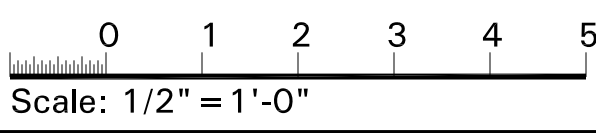
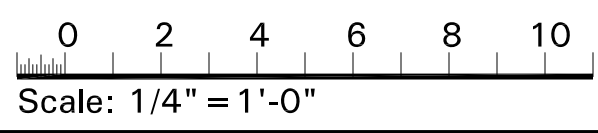
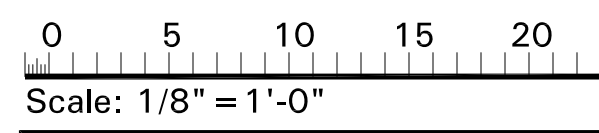
LEGEND

○	VENT STACK
○	ROOF DRAIN
■	SQUARE PITCH PAN
▤	COVERED PITCH PAN
□	ROOF HATCH
□	VENTILATOR
□	SQUARE DUCT PENETRATION
□	EXHAUST FAN
□	SQUARE GOOSENECK
—	EXPANSION/CONTROL JOINT
■	MECHANICAL UNIT
—	WALKWAY PADS
—	PARAPET WALL
—	SCUPPER w/ CONDUCTOR
—	SCUPPER
—	OVERFLOW SCUPPER
□	CHIMNEY
○	HOODED VENT
□	SKYLIGHT
○	PIPE PENETRATION
—	UTILITY/CONDUIT LINE
—	RUNNER SUPPORT
□	CAPPED OPENING
□	STEEL EQUIPMENT SUPPORT
▨	SUBSTRATE MOISTURE
□	CORE SAMPLE
○	LEAK AREA
○	DETAIL CALLOUT

AREA A - DEFICIENCY LEGEND

○	DETERIORATED COPING
---	---------------------





Montgomery College

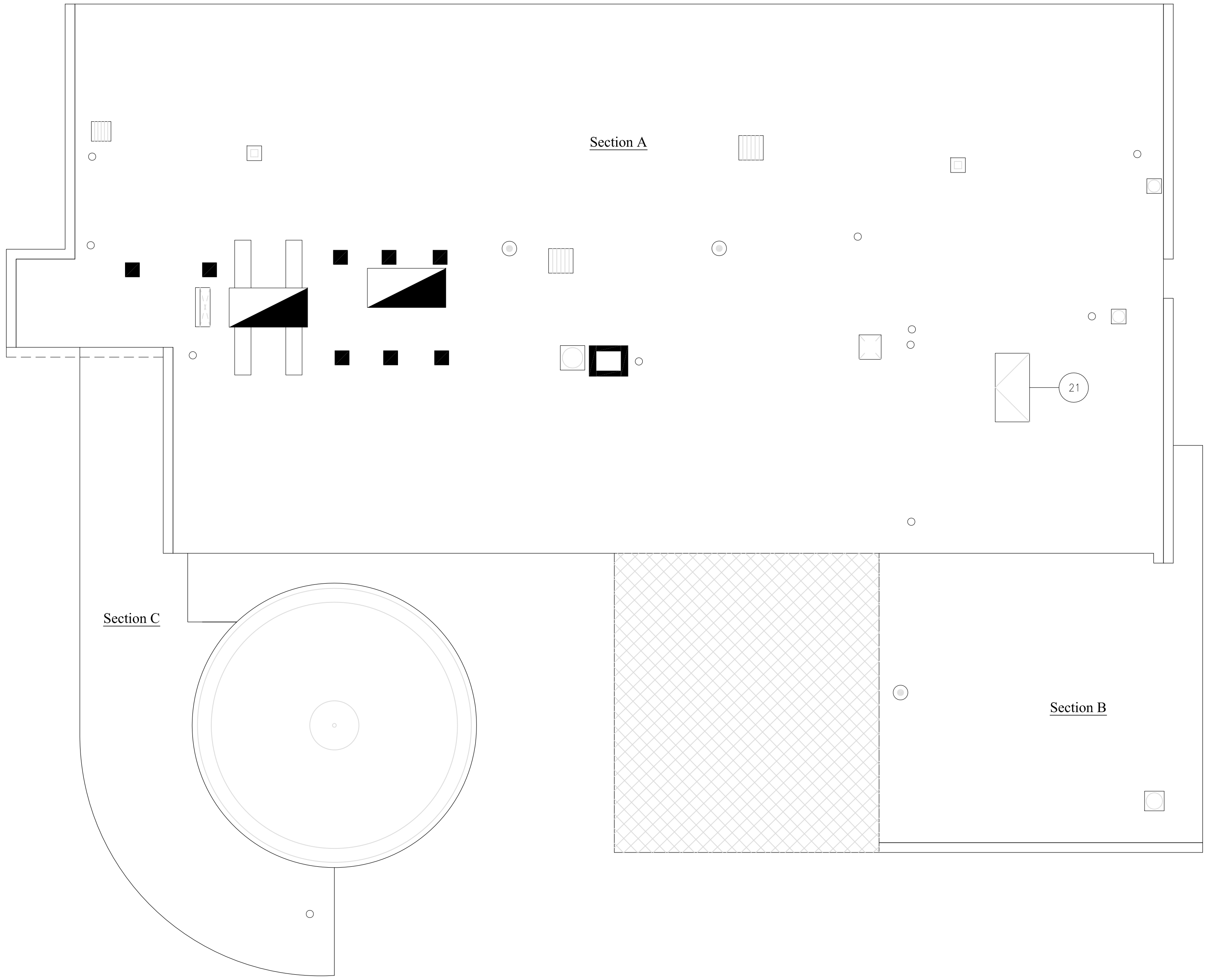
Central Administration
Office of Facilities
Suite 200
40 West Gude Drive
Rockville, MD 20850
Telephone: (240)-567-7364

Notes



530 Vaucluse Road Stephens City, Virginia 22655
Ph: 540/866/5247 Fax: 540/869/5276 Website: www.ads-services.com

DRAWN: BC	REVIEWED: CH	DATE: 02-05-09
DESIGN: CH	DATE: SS.DWG	SCALE: 1/8"=1'
BUILDING: SCIENCE SOUTH		



LEGEND

- VENT STACK
- ROOF DRAIN
- SQUARE PITCH PAN
- ⌢ COVERED PITCH PAN
- ROOF HATCH
- VENTILATOR
- SQUARE DUCT PENETRATION
- EXHAUST FAN
- SQUARE GOOSENECK
- EXPANSION/CONTROL JOINT
- MECHANICAL UNIT
- WALKWAY PADS
- PARAPET WALL
- SCUPPER w/ CONDUCTOR
- SCUPPER
- OVERFLOW SCUPPER
- CHIMNEY
- HOODED VENT
- SKYLIGHT
- PIPE PENETRATION
- UTILITY/CONDUIT LINE
- RUNNER SUPPORT
- CAPPED OPENING
- STEEL EQUIPMENT SUPPORT
- ▨ SUBSTRATE MOISTURE
- CORE SAMPLE
- LEAK AREA
- DETAIL CALLOUT

AREA A - DEFICIENCY LEGEND

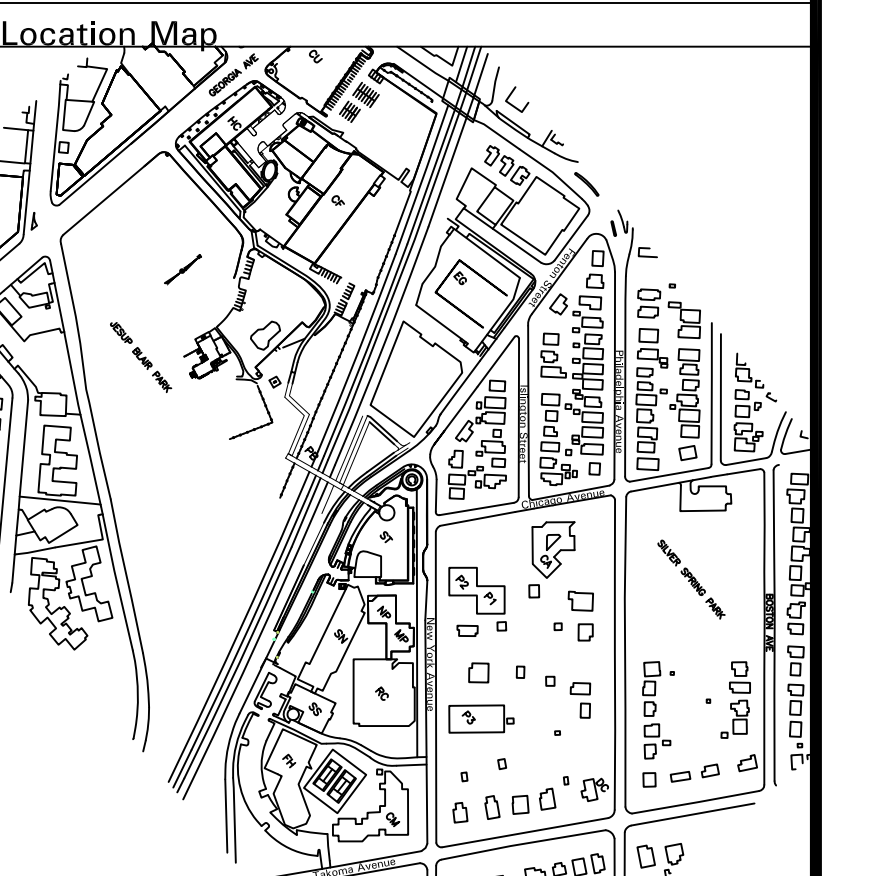
○	DETERIORATED OR LOW PITCH POCKET FILLER
○	DETERIORATED SEAMS AT FLASHING MEMBRANCE

AREA B - DEFICIENCY LEGEND

○	CLOGGED DRAIN STRAINERS
---	-------------------------

No.	Description	Date
-----	-------------	------

Revisions



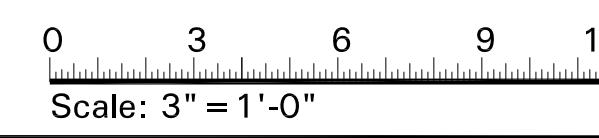
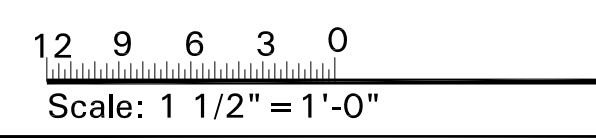
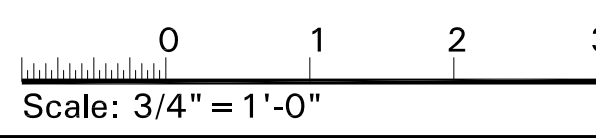
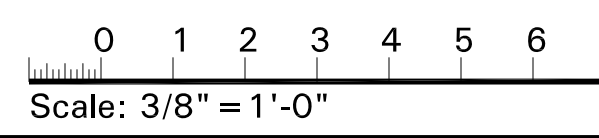
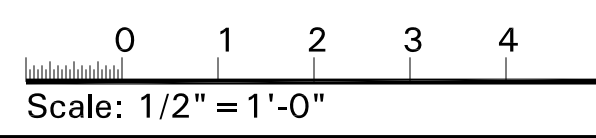
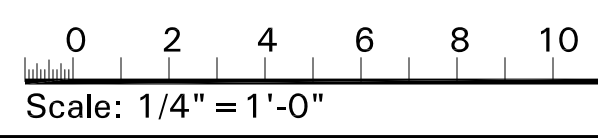
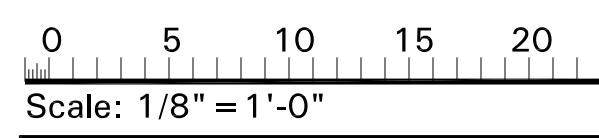
Project Title
MONTGOMERY COLLEGE

Drawing Title
SCIENCE SOUTH
(SS)
ROOF SURVEY PLAN

Scale: 1/8" = 1'-0"

Project No. **Drawing Number**

Date SS-T



Montgomery College

Central Administration
Office of Facilities
Suite 200
40 West Gude Drive
Rockville, MD 20850
Telephone: (240)-567-7364

Notes

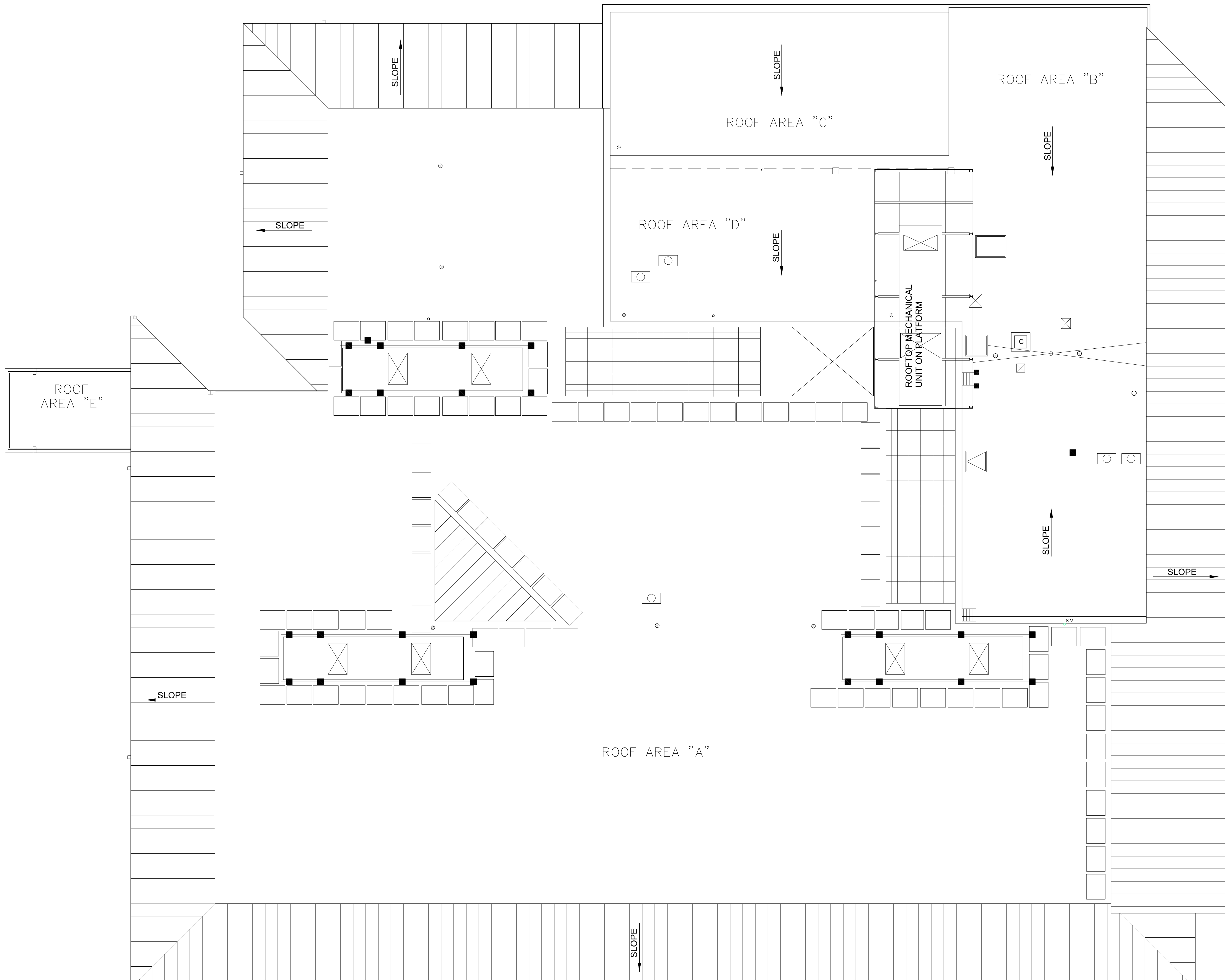


530 Vaucluse Road Stephens City, Virginia 22655
Ph: 540/866/5247 Fax: 540/866/5276 Website: www.ads-services.com

DRAWN: BC REVIEWED: CH DATE: 02-05-09

APP: CH APP: RC.DWG SCALE: 1/8"=1'

BUILDING: RESOURCE CENTER



LEGEND

- VENT STACK
- ROOF DRAIN
- SQUARE PITCH PAN
- ⌂ COVERED PITCH PAN
- ROOF HATCH
- VENTILATOR
- SQUARE DUCT PENETRATION
- EXHAUST FAN
- SQUARE GOOSENECK
- ▬ EXPANSION/CONTROL JOINT
- ▬ MECHANICAL UNIT
- WALKWAY PADS
- ▬ PARAPET WALL
- ▬ SCUPPER w/ CONDUCTOR
- ▬ SCUPPER
- ▬ OVERFLOW SCUPPER
- ▬ GUTTER
- ▬ DOWNSPOUT
- ▬ CHIMNEY
- HOODED VENT
- SKYLIGHT
- PIPE PENETRATION
- ▬ MECHANICAL SCREEN
- ▬ UTILITY/CONDUIT LINE
- ▬ RUNNER SUPPORT
- CAPPED OPENING
- I-BEAM/COLUMN SUPPORT
- ▬ STEEL EQUIPMENT SUPPORT
- ▬ SUBSTRATE MOISTURE
- CORE SAMPLE
- LEAK AREA
- DETAIL CALLOUT

AREA A - DEFICIENCY LEGEND

07	MISSING TERMINATION AT MECHANICAL SUPPORTS
08	IMPROPER FLASHING AT MECHANICAL SUPPORTS OR CONDUIT CLUSTER

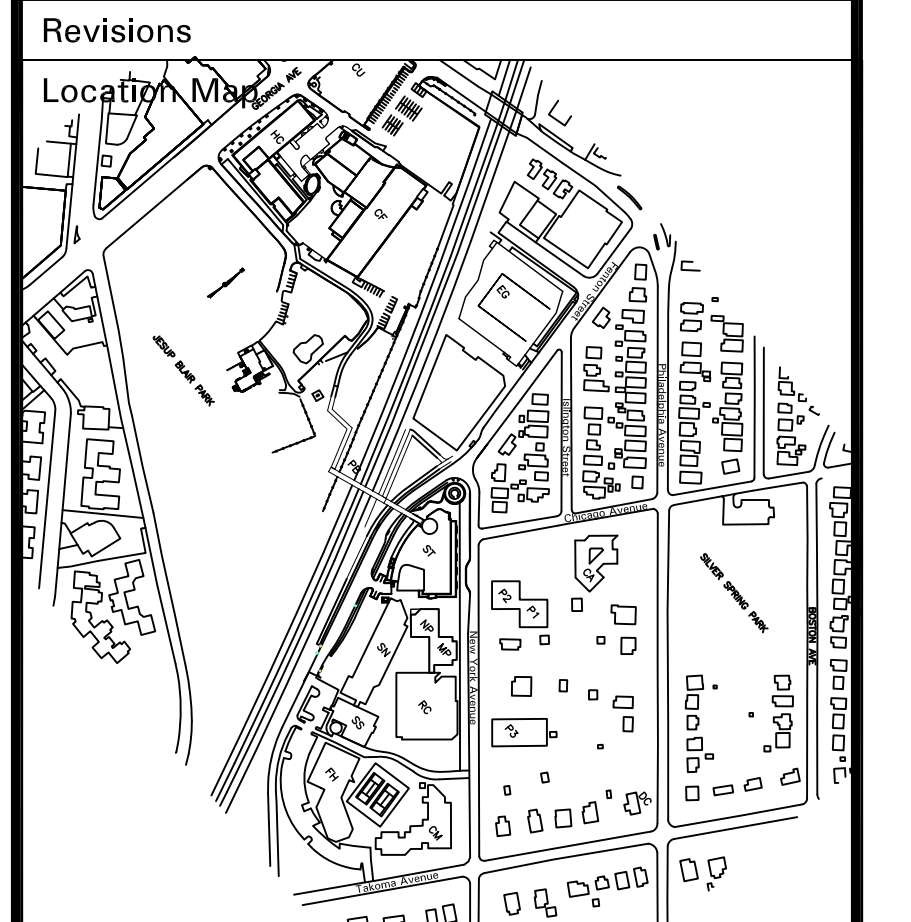
AREA B - DEFICIENCY LEGEND

08	IMPROPER FLASHING AT MECHANICAL SUPPORTS OR CONDUIT CLUSTER
----	---

STANDING SEAM ROOF - DEFICIENCY LEGEND

02	DETERIORATED COATING ON METAL ROOF
----	------------------------------------

No.	Description	Date
Revisions		

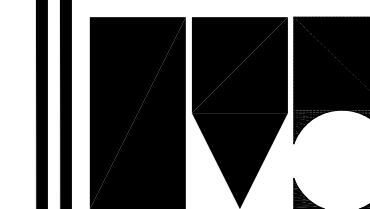
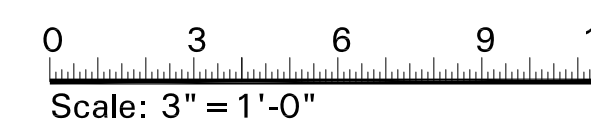
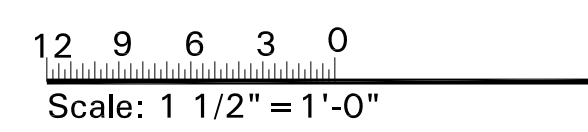
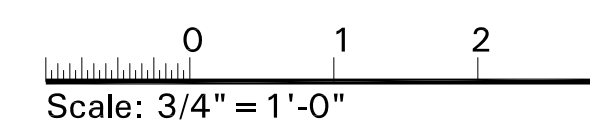
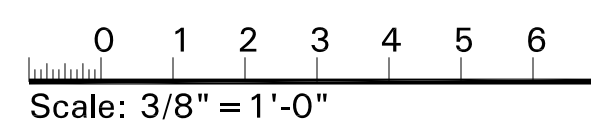
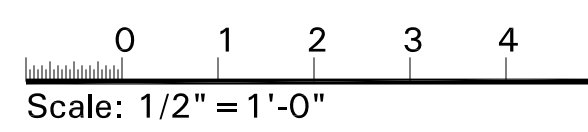
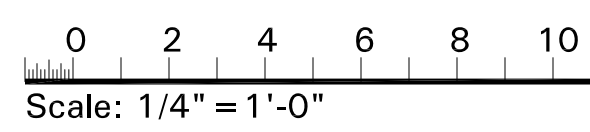
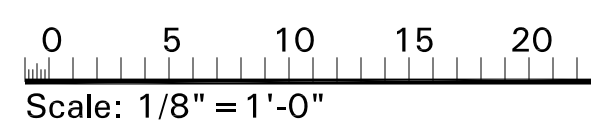


Project Title
MONTGOMERY COLLEGE

Drawing Title
RESOURCE CENTER
(RC)
ROOF SURVEY PLAN

Scale: 1/8" = 1'-0"

Project No. Drawing Number
Date RC-T



Montgomery College

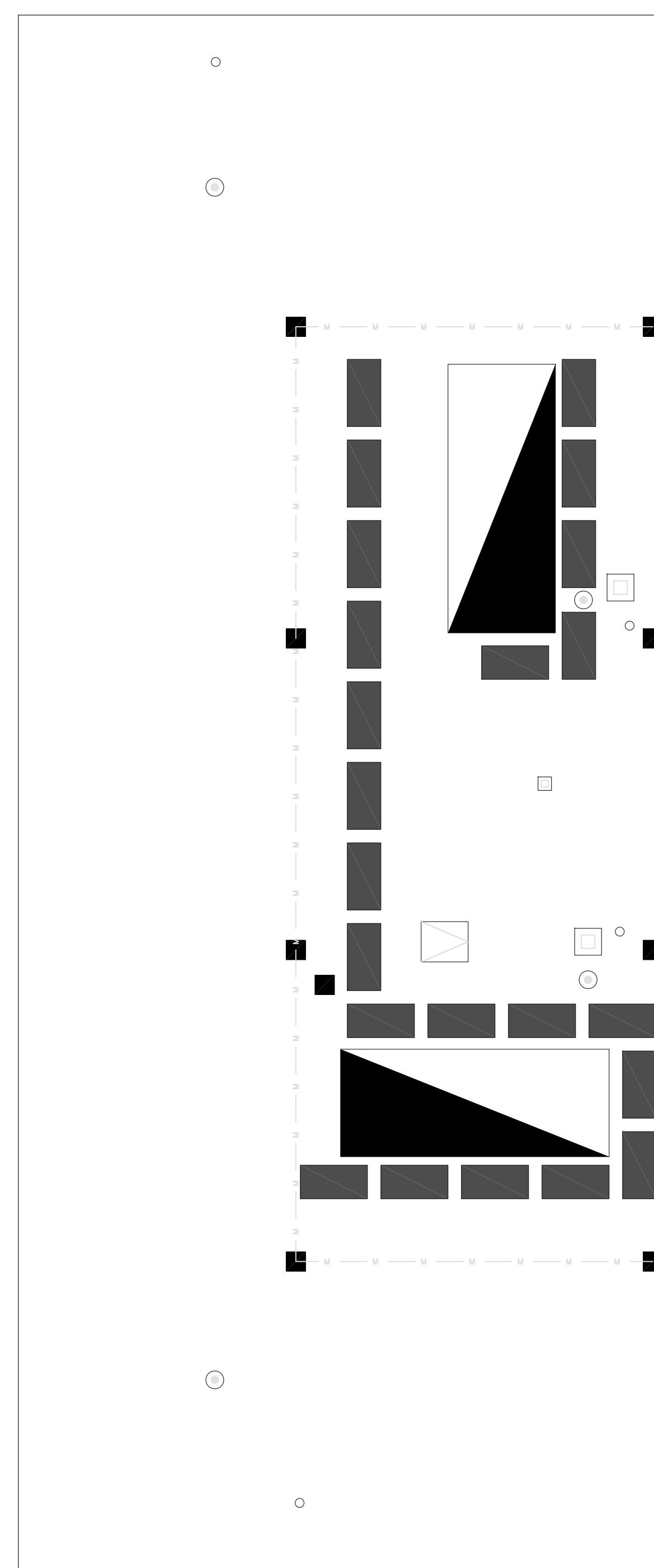
Central Administration
Office of Facilities
Suite 200
40 West Gude Drive
Rockville, MD 20850
Telephone: (240)-567-7364

Notes



530 Vaucluse Road Stephens City, Virginia 22655
Ph: 540/866/5247 Fax: 540/866/5276 Website: www.ads-services.com

DRAWN: BC	REVIEWED: CH	DATE: 02-05-09
DESIGN: CH	APP. CAD: PE-T.DWG	SCALE: 1/8"=1'
BUILDING: FINE ARTS PAVILION		



LEGEND

○	VENT STACK
○	ROOF DRAIN
■	SQUARE PITCH PAN
□	COVERED PITCH PAN
□	ROOF HATCH
□	VENTILATOR
□	SQUARE DUCT PENETRATION
□	EXHAUST FAN
□	SQUARE GOOSENECK
□	EXPANSION/CONTROL JOINT
□	MECHANICAL UNIT
■	WALKWAY PADS
—	PARAPET WALL
—	SCUPPER w/ CONDUCTOR
—	SCUPPER
—	OVERFLOW SCUPPER
—	GUTTER
—	DOWNSPOUT
□	CHIMNEY
○	HOODED VENT
□	SKYLIGHT
○	PIPE PENETRATION
—	MECHANICAL SCREEN
—	UTILITY/CONDUIT LINE
—	RUNNER SUPPORT
□	CAPPED OPENING
□	I-BEAM/COLUMN SUPPORT
□	STEEL EQUIPMENT SUPPORT
▨	SUBSTRATE MOISTURE
○	CORE SAMPLE
○	LEAK AREA
○	DETAIL CALLOUT

AREA A - DEFICIENCY LEGEND

Ⓞ	DAMAGED, SAGGING, OR MISSING GUTTER
Ⓢ	CLOGGED DRAIN STRAINERS

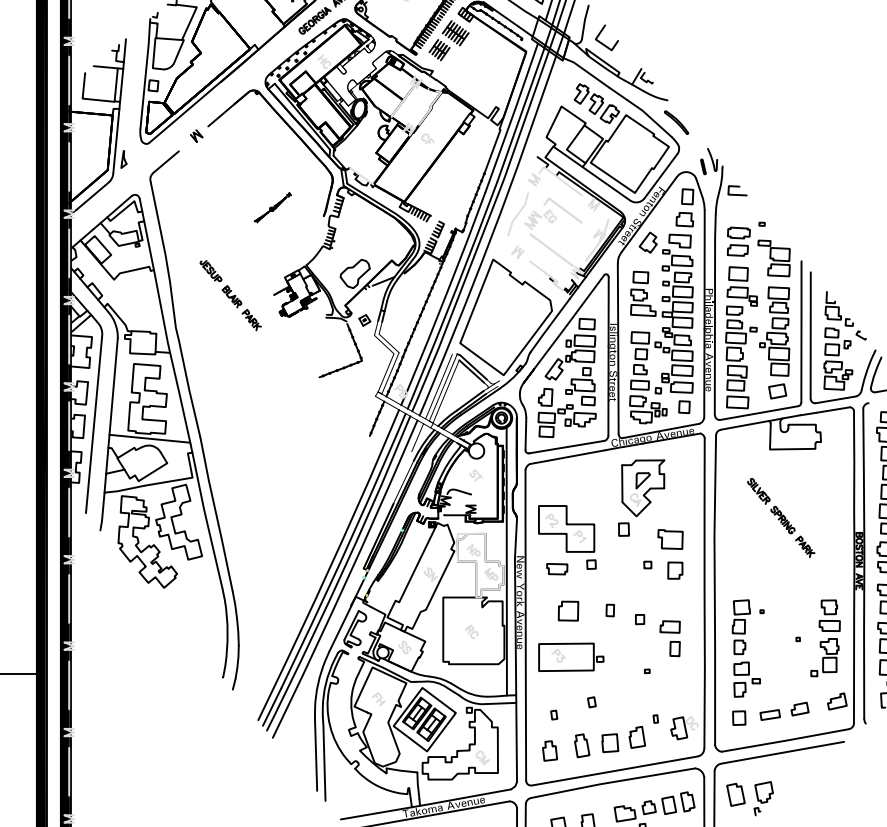
STANDING SEAM ROOF - DEFICIENCY LEGEND

Ⓞ	DETERIORATED COATING ON METAL ROOF
---	------------------------------------

No.	Description	Date
-----	-------------	------

Revisions

Location Map



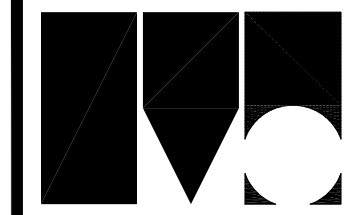
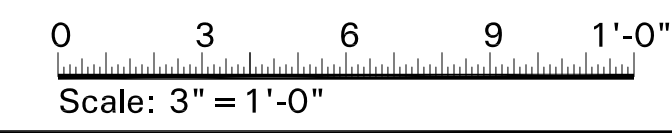
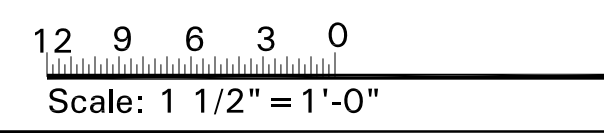
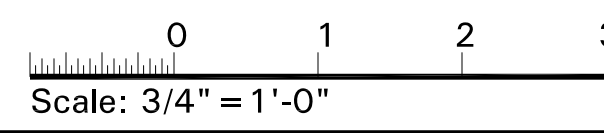
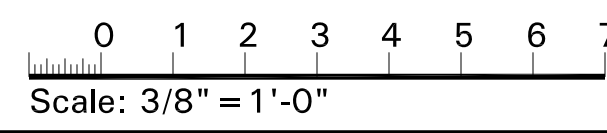
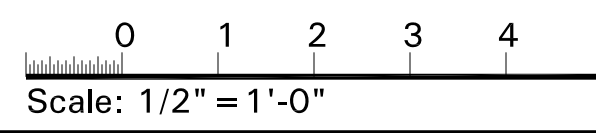
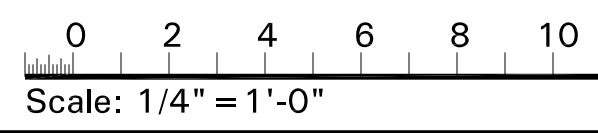
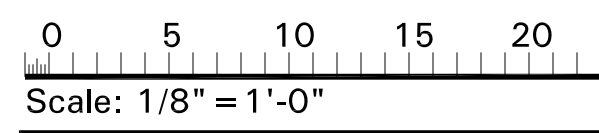
Project Title
MONTGOMERY COLLEGE

Drawing Title
PAVILION THREE
(P3)
ROOF SURVEY PLAN

Scale: 1/8" = 1'-0"

Project No. Drawing Number

Date P3-T



Montgomery College

Central Administration
Office of Facilities
Suite 200
40 West Gude Drive
Rockville, MD 20850
Telephone: (240)-567-7364

Notes

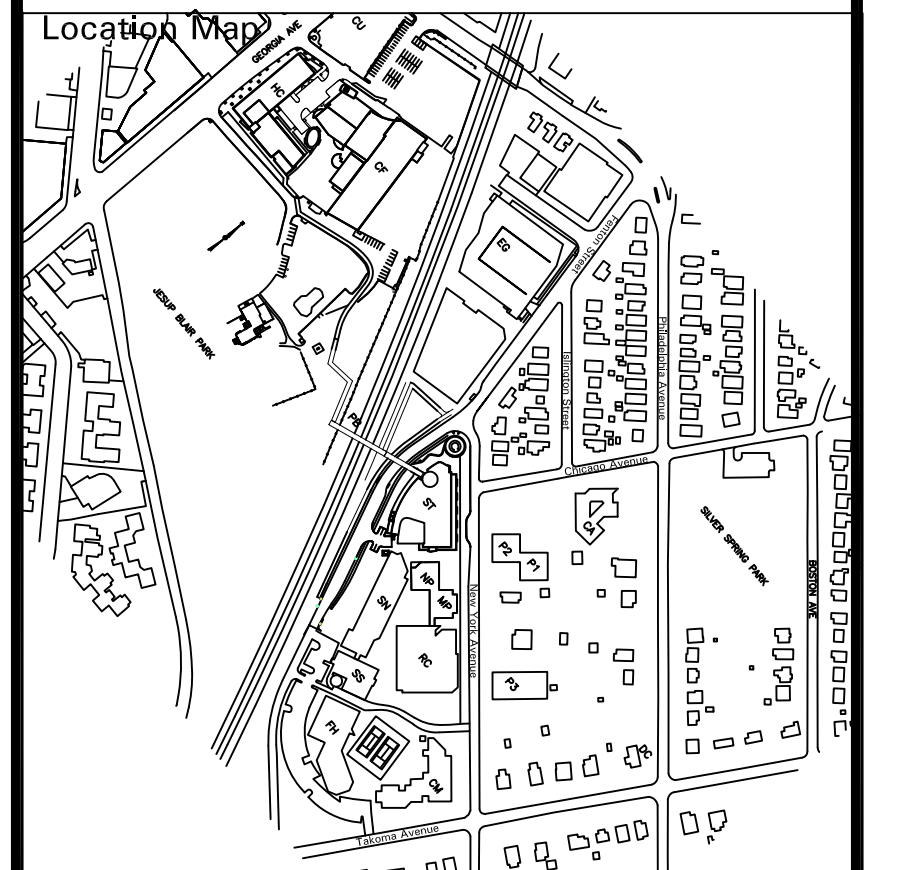


530 Vauluse Road Stephens City, Virginia 22655
Ph: 540/866/5247 Fax: 540/869/5276 Website: www.ads-services.com

DRAWN: BC	REVIEWED: CH	DATE: 02-05-09
DESIGNED: CH	APP. CAD: NP.DWG	SCALE: 1/8"=1'
BUILDING: NURSING PAVILION		

No.	Description	Date
-----	-------------	------

Revisions



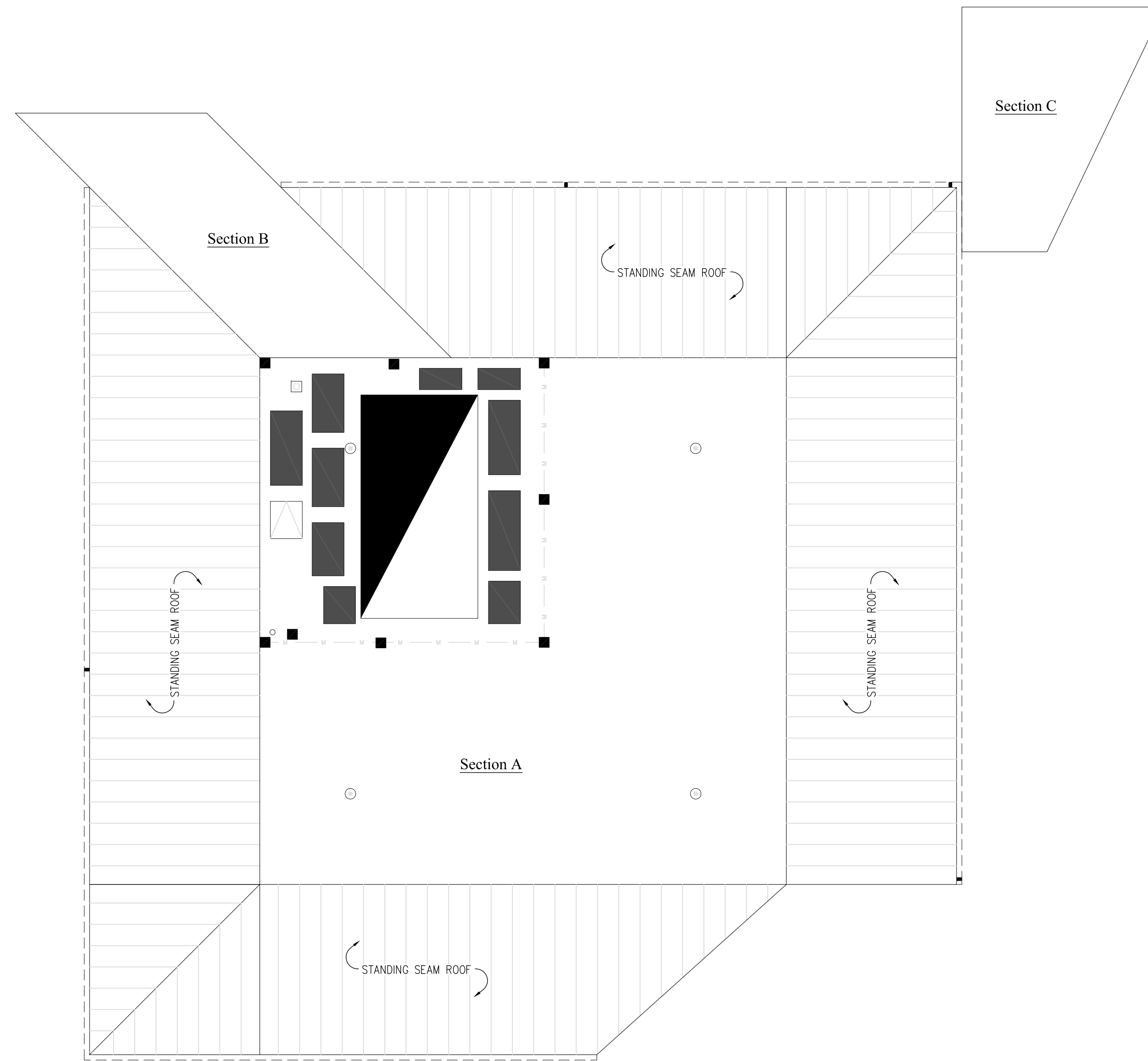
Project Title
MONTGOMERY COLLEGE

Drawing Title
NORTH PAVILION
(NP)
ROOF SURVEY PLAN

Scale: 1/8" = 1'-0"

Project No. Drawing Number

Date NP-T



LEGEND

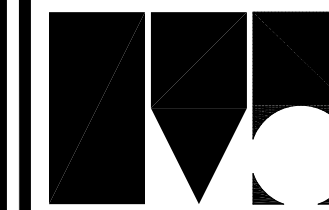
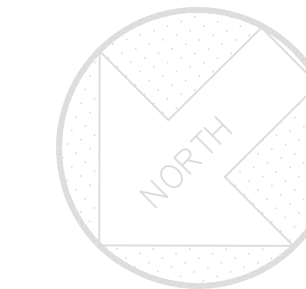
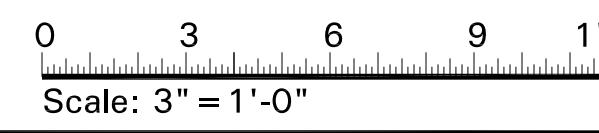
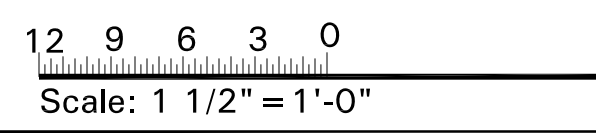
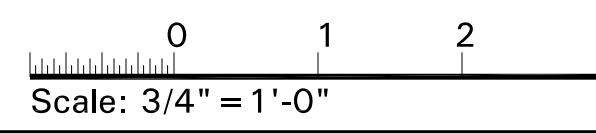
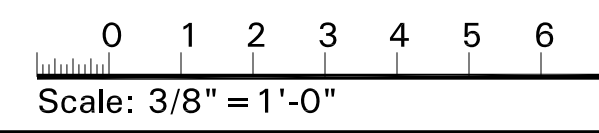
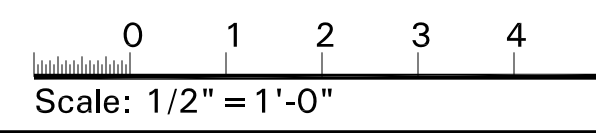
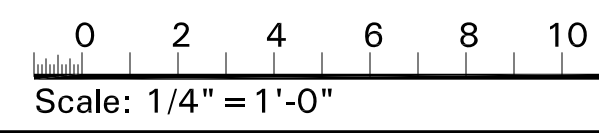
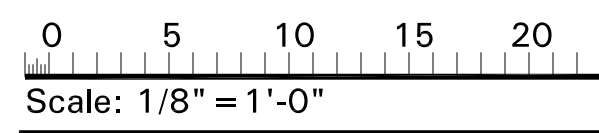
○	VENT STACK
○	ROOF DRAIN
■	SQUARE PITCH PAN
□	COVERED PITCH PAN
□	ROOF HATCH
□	VENTILATOR
□	SQUARE DUCT PENETRATION
□	EXHAUST FAN
□	SQUARE GOOSENECK
—	EXPANSION/CONTROL JOINT
■	MECHANICAL UNIT
■	WALKWAY PADS
—	PARAPET WALL
—	SCUPPER w/ CONDUCTOR
—	SCUPPER
—	OVERFLOW SCUPPER
□	CHIMNEY
○	HOODED VENT
□	SKYLIGHT
○	PIPE PENETRATION
—	UTILITY/CONDUIT LINE
—	WOOD PLANK WALKWAY
—	RUNNER SUPPORT
□	CAPPED OPENING
□	CONCRETE EQUIPMENT SUPPORT
○	DETAIL CALLOUT

AREA A - DEFICIENCY LEGEND

01	DETERIORATED OR LOW PITCH POCKET FILLER
02	DAMAGED, SAGGING, OR MISSING GUTTER

STANDING SEAM ROOF - DEFICIENCY LEGEND

02	DETERIORATED COATING ON METAL ROOF
----	------------------------------------



Montgomery College

Central Administration
Office of Facilities
Suite 200
40 West Gude Drive
Rockville, MD 20850
Telephone: (240)-567-7364

Notes

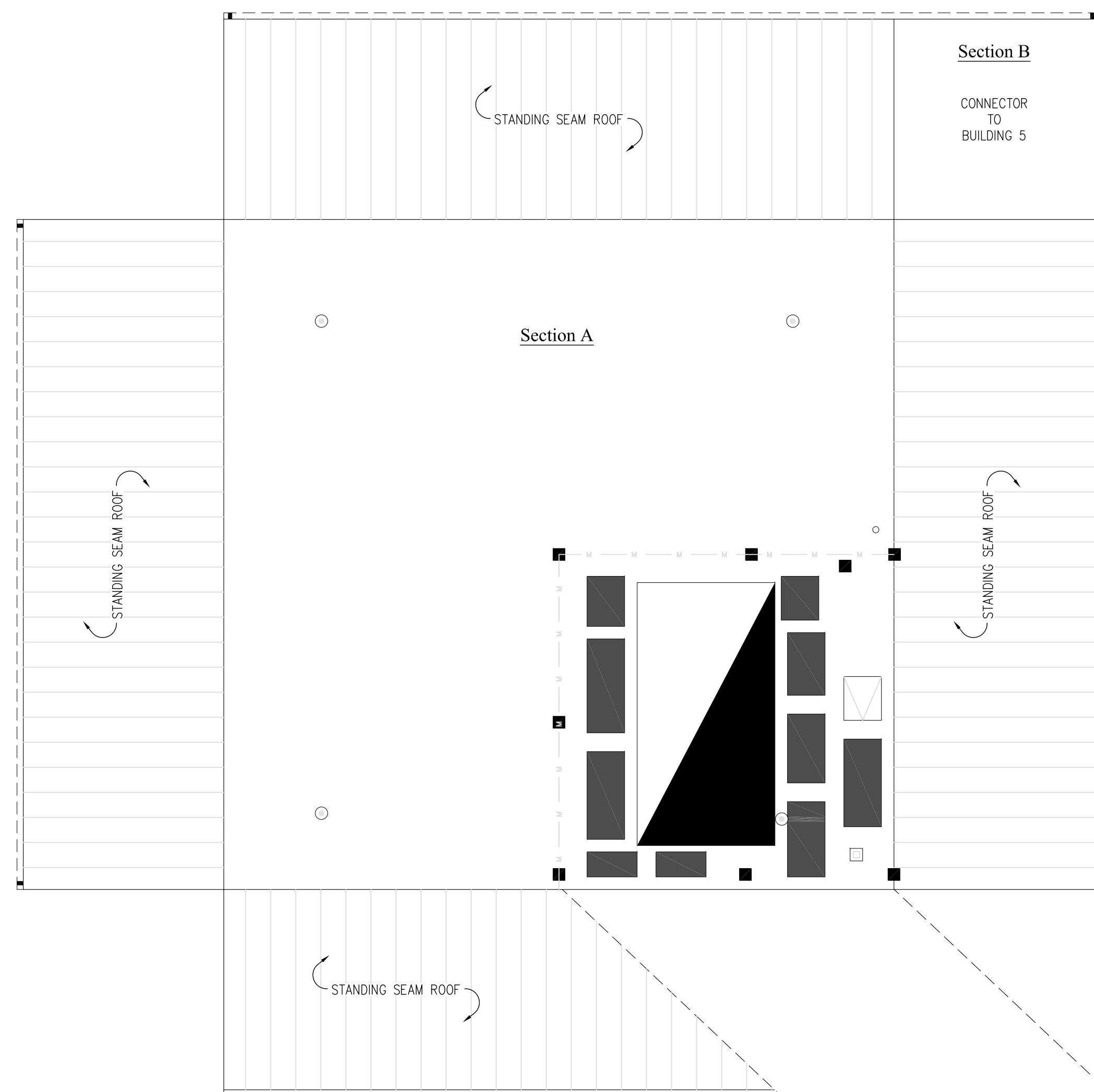


530 Vaucluse Road Stephens City, Virginia 22655
Ph: 540/866/5247 Fax: 540/869/5276 Website: www.ads-services.com

DRAWN: BC, REVISIONS: CH, DATE: 02-05-09

ADS PM: CH, ADS CAD: MP, DWG, SCALE: 1/8"=1'

BUILDING: MATHEMATICS PAVILION



LEGEND

○	VENT STACK
○	ROOF DRAIN
■	SQUARE PITCH PAN
■	COVERED PITCH PAN
□	ROOF HATCH
□	VENTILATOR
□	SQUARE DUCT PENETRATION
□	EXHAUST FAN
□	SQUARE GOOSENECK
■	EXPANSION/CONTROL JOINT
■	MECHANICAL UNIT
■	WALKWAY PADS
	PARAPET WALL
≡	SCUPPER w/ CONDUCTOR
≡	SCUPPER
≡	OVERFLOW SCUPPER
---	GUTTER
---	DOWNSPOUT
□	CHIMNEY
○	HOODED VENT
□	SKYLIGHT
○	PIPE PENETRATION
---	MECHANICAL SCREEN
---	UTILITY/CONDUIT LINE
---	RUNNER SUPPORT
□	CAPPED OPENING
□	I-BEAM/COLUMN SUPPORT
□	STEEL EQUIPMENT SUPPORT
▨	SUBSTRATE MOISTURE
○	CORE SAMPLE
○	LEAK AREA
○	DETAIL CALLOUT

AREA A - DEFICIENCY LEGEND

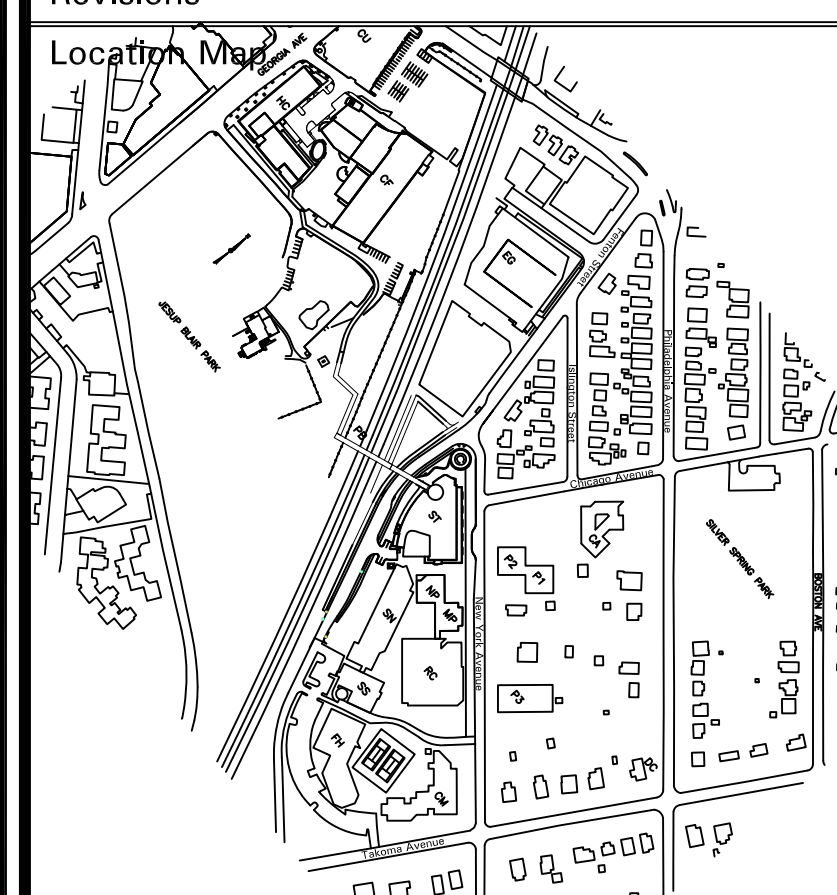
01	DETERIORATED OR LOW PITCH POCKET FILLER
02	DAMAGED, SAGGING, OR MISSING GUTTER

STANDING SEAM ROOF - DEFICIENCY LEGEND

02	DETERIORATED COATING ON METAL ROOF
----	------------------------------------

No.	Description	Date
-----	-------------	------

Revisions



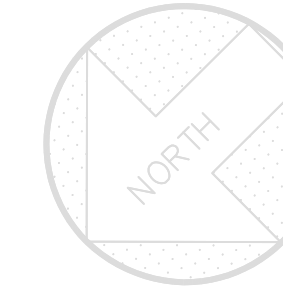
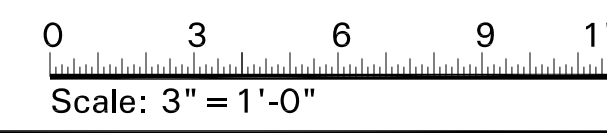
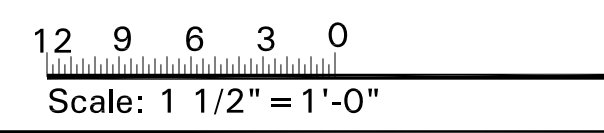
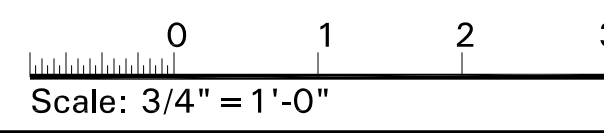
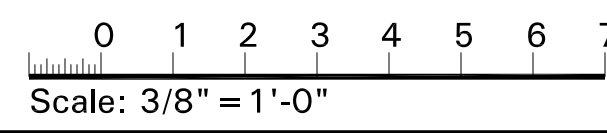
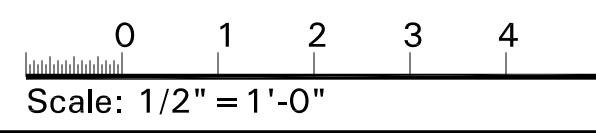
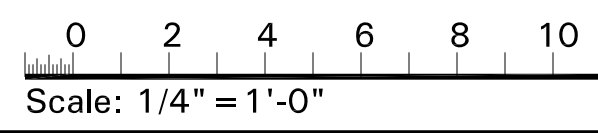
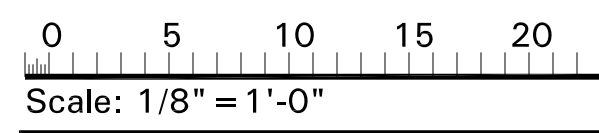
Project Title
MONTGOMERY COLLEGE

Drawing Title
MATHEMATICS PAVILION (MP)
ROOF SURVEY PLAN

Scale: 1/8" = 1'-0"

Project No. **Drawing Number**

Date **MP-T**



Montgomery College

Central Administration
Office of Facilities
Suite 200
40 West Gude Drive
Rockville, MD 20850
Telephone: (240)-567-7364

Notes

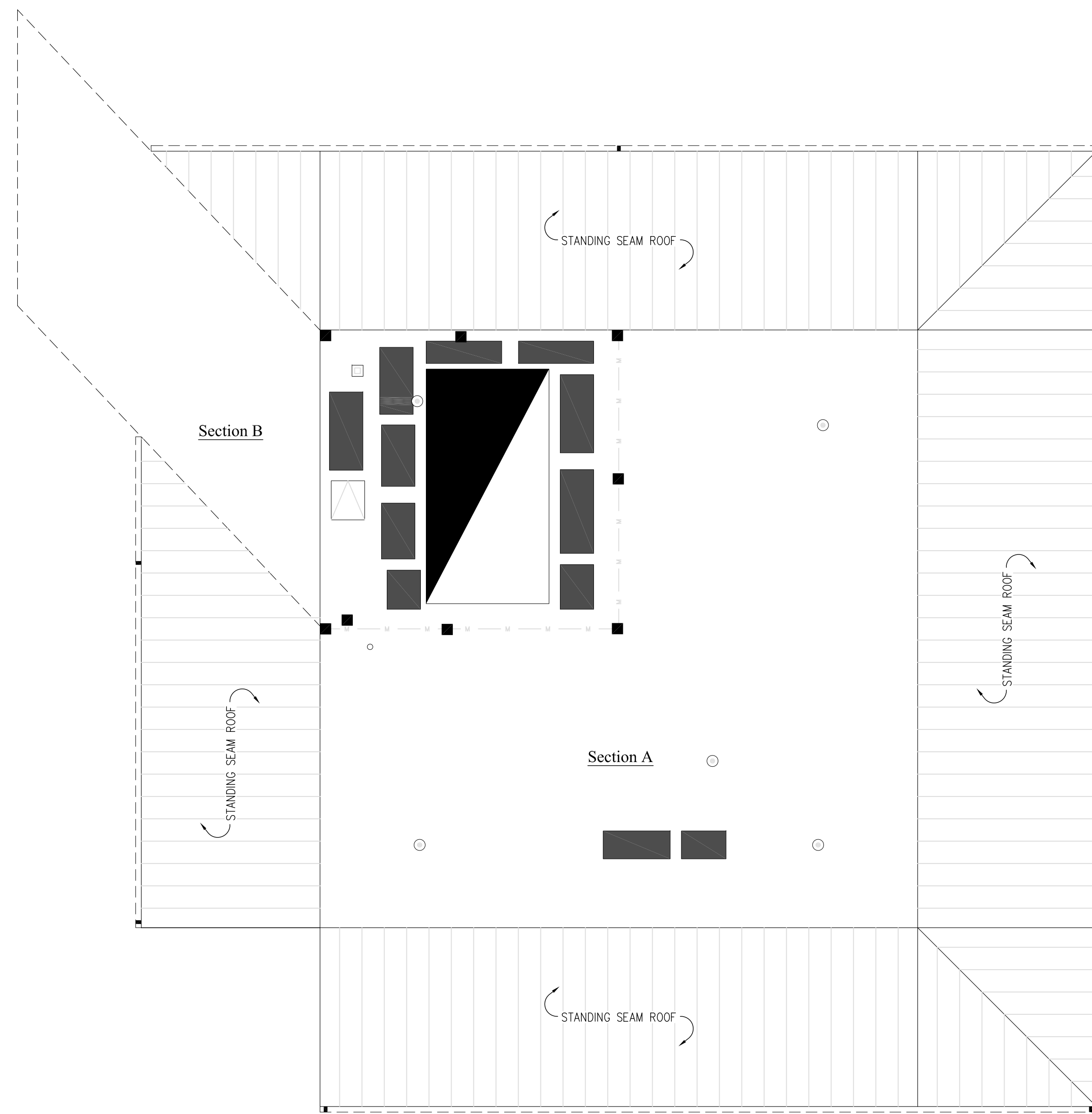


530 Vauluse Road Stephens City, Virginia 22655
Ph: 540/866/5247 Fax: 540/869/5276 Website: www.ads-services.com

DRAWN: BC REVIEWED: CH DATE: 02-05-09

DESIGN: CH AIR CAD: IS-T.DWG SCALE: 1/8"=1'

BUILDING: INFORMATION SCIENCE PAVILION



LEGEND

○	VENT STACK
⊙	ROOF DRAIN
■	SQUARE PITCH PAN
▣	COVERED PITCH PAN
□	ROOF HATCH
□	VENTILATOR
□	SQUARE DUCT PENETRATION
□	EXHAUST FAN
□	SQUARE GOOSENECK
■	EXPANSION/CONTROL JOINT
■	MECHANICAL UNIT
■	WALKWAY PADS
▬	PARAPET WALL
▬	SCUPPER w/ CONDUCTOR
▬	SCUPPER
▬	OVERFLOW SCUPPER
▬	GUTTER
▬	DOWNSPOUT
▬	CHIMNEY
○	HOODED VENT
□	SKYLIGHT
○	PIPE PENETRATION
▬	MECHANICAL SCREEN
▬	UTILITY/CONDUIT LINE
▬	RUNNER SUPPORT
▬	CAPPED OPENING
▬	I-BEAM/COLUMN SUPPORT
▬	STEEL EQUIPMENT SUPPORT
▬	SUBSTRATE MOISTURE
○	CORE SAMPLE
○	LEAK AREA
○	DETAIL CALLOUT

AREA A - DEFICIENCY LEGEND

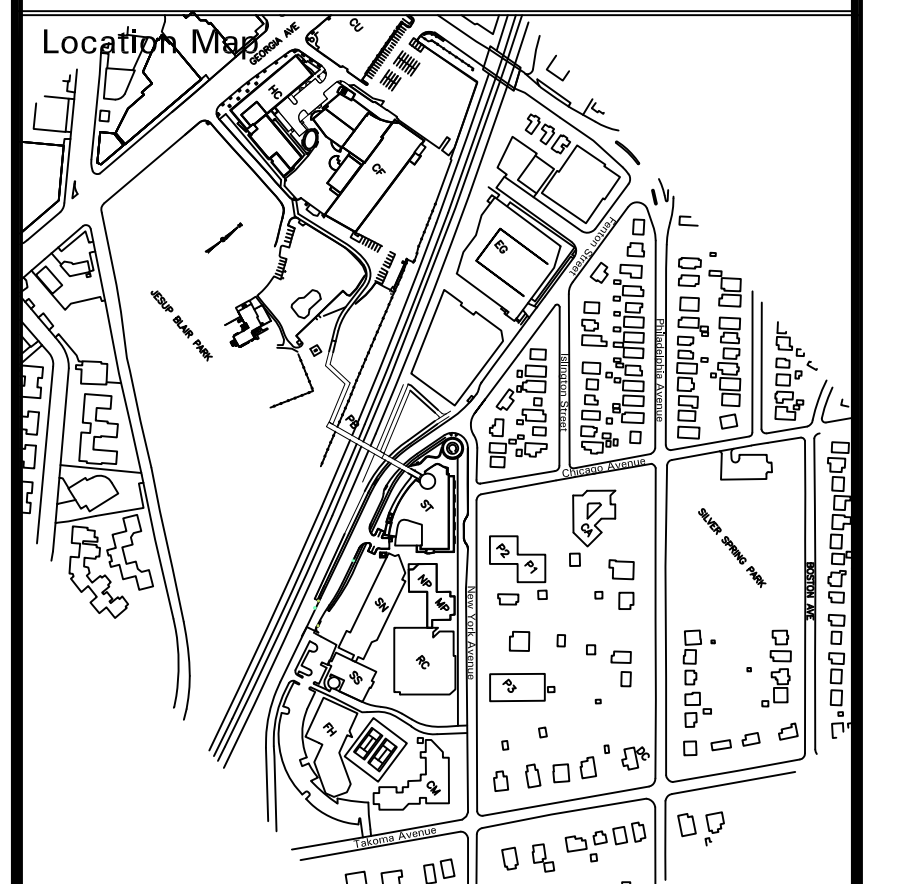
01	DETERIORATED OR LOW PITCH POCKET FILLER
03	DAMAGED, SAGGING, OR MISSING GUTTER

STANDING SEAM ROOF - DEFICIENCY LEGEND

02	DETERIORATED COATING ON METAL ROOF
----	------------------------------------

No.	Description	Date
-----	-------------	------

Revisions



Project Title
MONTGOMERY COLLEGE

Drawing Title
PAVILION ONE
(P1)
ROOF SURVEY PLAN

Scale: 1/8" = 1'-0"

Project No. Drawing Number

Date P1-T

0 5 10 15 20
Scale: 1/8" = 1'-0"

0 2 4 6 8 10
Scale: 1/4" = 1'-0"

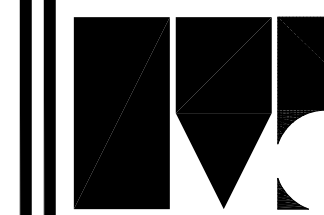
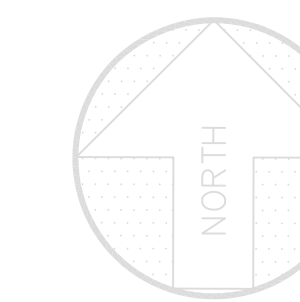
0 1 2 3 4 5
Scale: 1/2" = 1'-0"

0 1 2 3 4 5 6 7
Scale: 3/8" = 1'-0"

0 1 2 3
Scale: 3/4" = 1'-0"

12 9 6 3 0 1
Scale: 1 1/2" = 1'-0"

0 3 6 9 1'-0"
Scale: 3" = 1'-0"



**Montgomery
College**

Central Administration
Office of Facilities
Suite 200
40 West Gude Drive
Rockville, MD 20850
Telephone: (240)-567-7364

Notes



530 Vauluse Road Stephens City, Virginia 22655
Ph: 540/869/5247 Fax: 540/869/5276 Website: www.ads-services.com

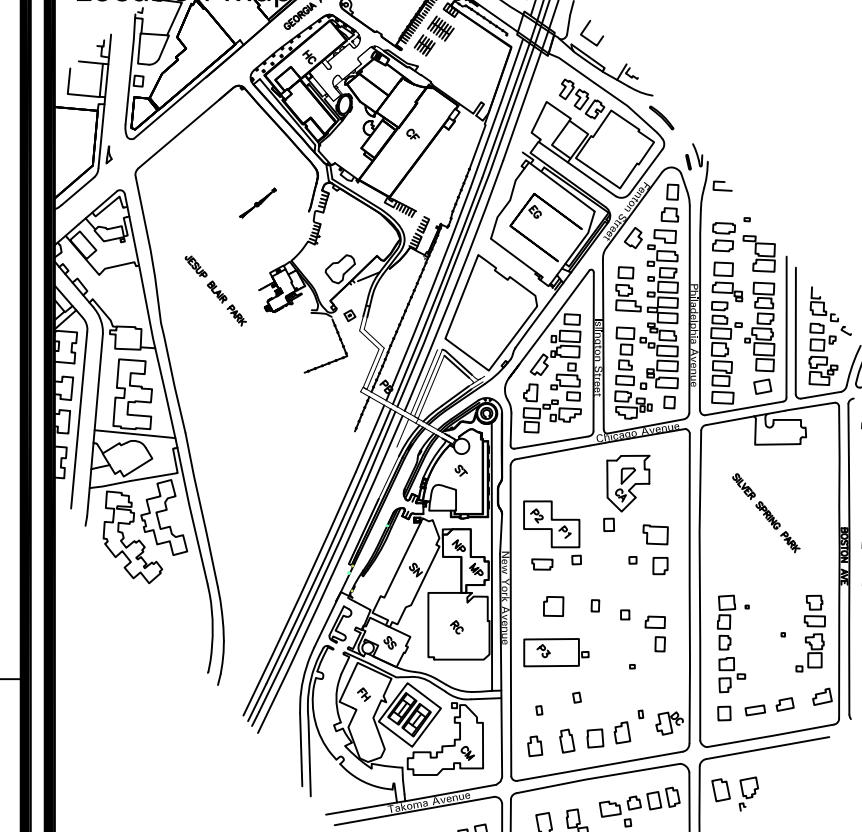
DRAWN: BC REVIEWED: CH DATE: 02-05-09
DESIGNED: CH ARCH: HC-T.DWG SCALE: 3/32"=1'

BUILDING: HEALTH SCIENCES CENTER

No.	Description	Date
-----	-------------	------

Revisions

Location Map



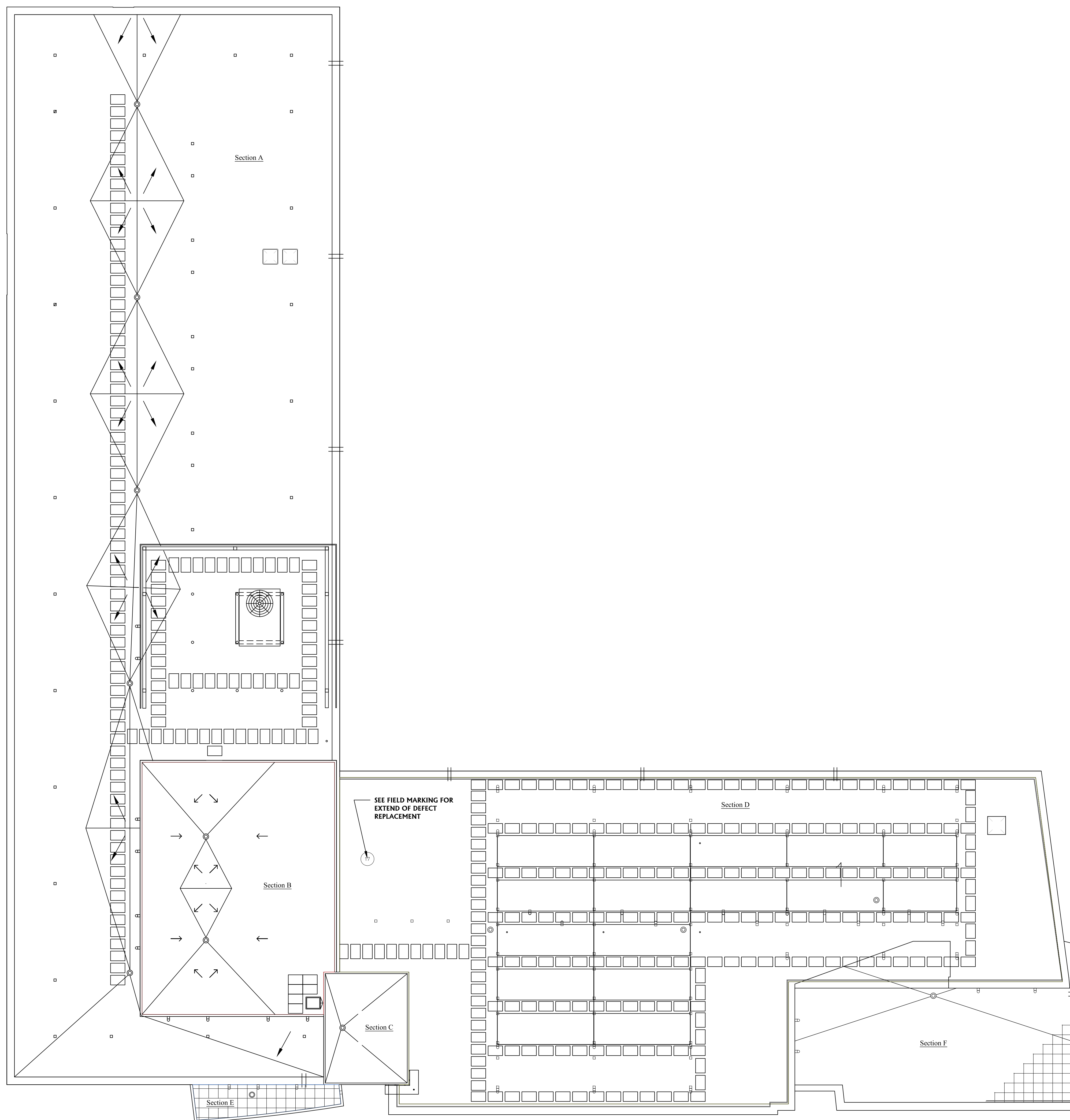
Project Title
MONTGOMERY COLLEGE

Drawing Title
HEALTH SCIENCES CENTER
BUILDING HC
ROOF SURVEY PLAN

Scale: 3/32" = 1'-0"

Project No. **Drawing Number**

Date **HC-T**



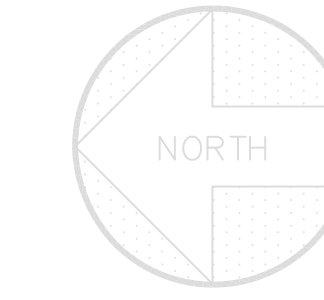
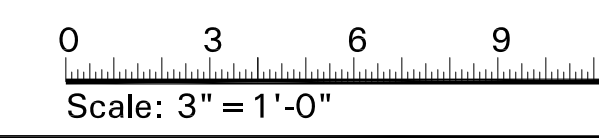
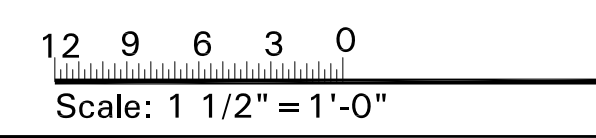
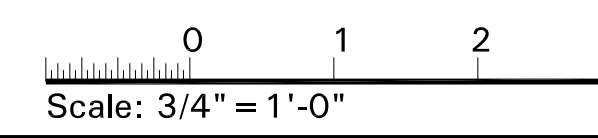
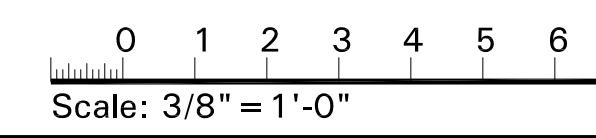
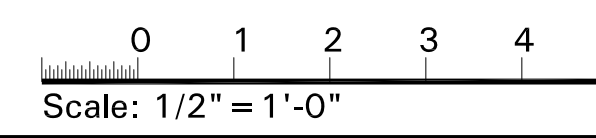
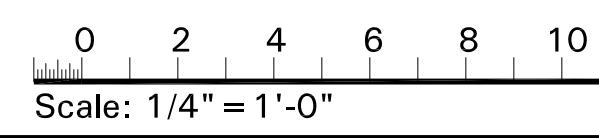
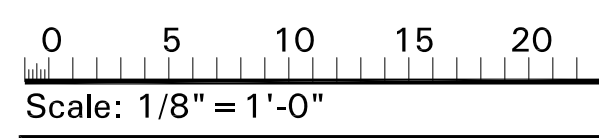
SEE FIELD MARKING FOR
EXTEND OF DEFECT
REPLACEMENT

AREA D - DEFICIENCY LEGEND

DAMAGED ROOF MEMBRANE

LEGEND

- VENT STACK
- ROOF DRAIN
- SQUARE PITCH PAN
- COVERED PITCH PAN
- ROOF HATCH
- VENTILATOR
- SQUARE DUCT PENETRATION
- EXHAUST FAN
- SQUARE GOOSENECK
- EXPANSION/CONTROL JOINT
- MECHANICAL UNIT
- WALKWAY PADS
- PARAPET WALL
- SCUPPER w/ CONDUCTOR
- SCUPPER
- OVERFLOW SCUPPER
- GUTTER
- DOWNSPOUT
- CHIMNEY
- HOODED VENT
- SKYLIGHT
- PIPE PENETRATION
- MECHANICAL SCREEN
- UTILITY/CONDUIT LINE
- RUNNER SUPPORT
- CAPPED OPENING
- I-BEAM/COLUMN SUPPORT
- STEEL EQUIPMENT SUPPORT
- SUBSTRATE MOISTURE
- CORE SAMPLE
- LEAK AREA
- DETAIL CALLOUT



Montgomery College

Central Administration
Office of Facilities
Suite 200
40 West Gude Drive
Rockville, MD 20850
Telephone: (240)-567-7364

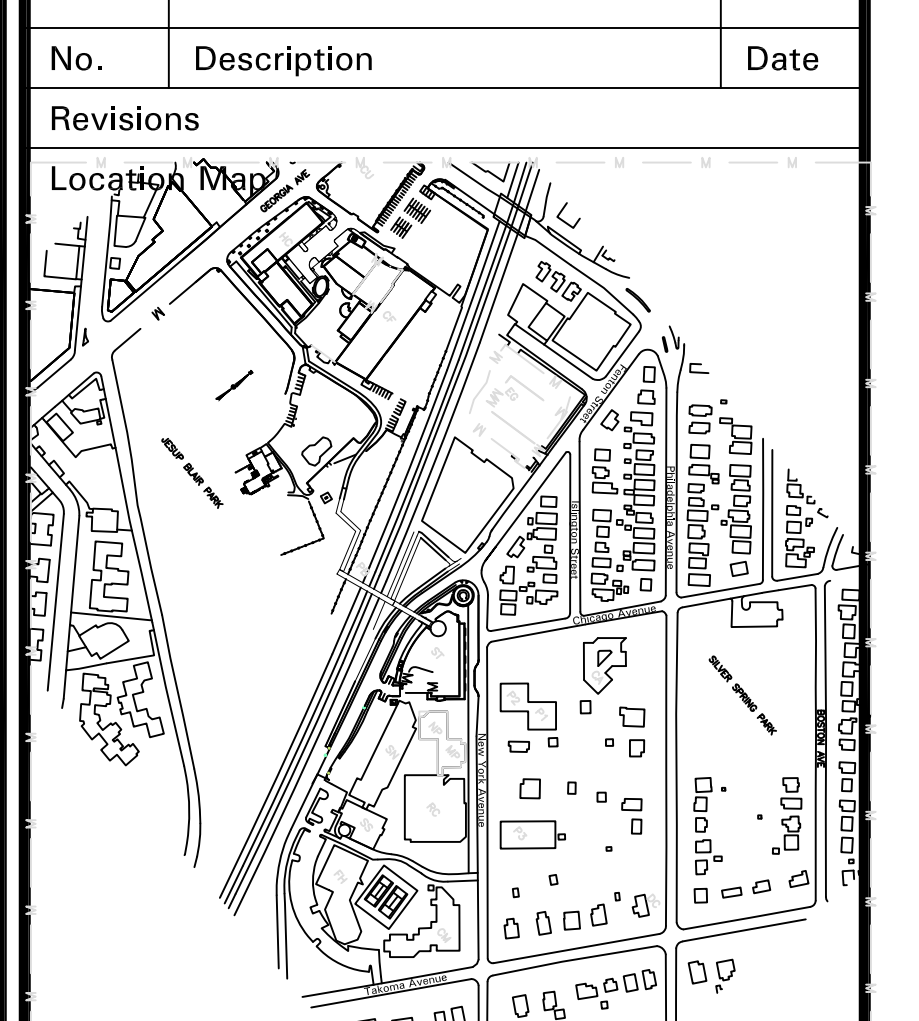
Notes



530 Vaucluse Road Stephens City, Virginia 22655
Ph: 540/866/5247 Fax: 540/869/5276 Website: www.ads-services.com

DRAWN: BC	REVIEWED: CH	DATE: 02-05-09
APP. PM: CH	APP. CAD: FH-T, DWG	SCALE: 1/8"=1'
BUILDING: FALCON HALL		

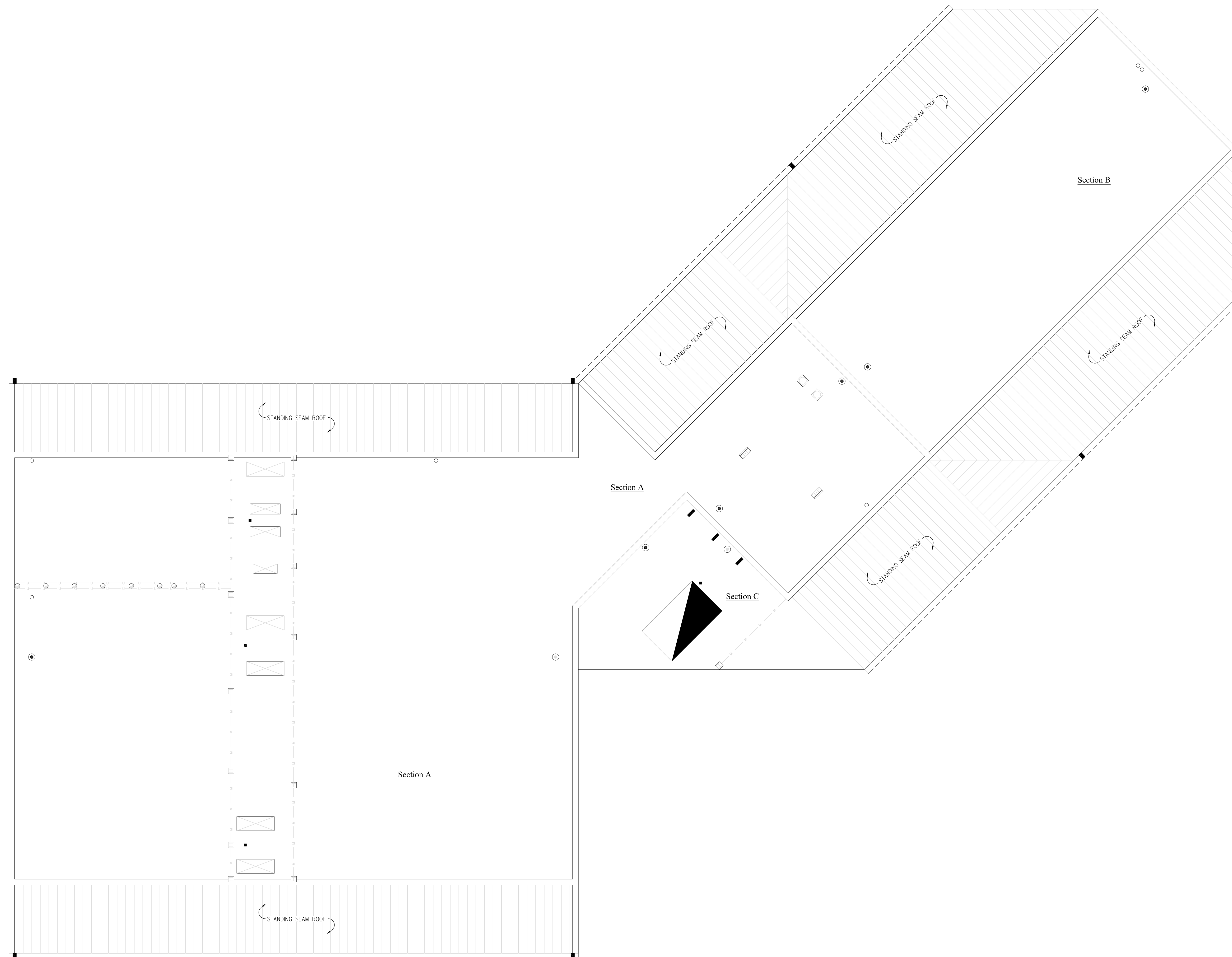
No.	Description	Date
Revisions		
Location Map		



Project Title
MONTGOMERY COLLEGE

Drawing Title
FALCON HALL
BUILDING FH
ROOF SURVEY PLAN

Scale: 1/8" = 1'-0"
Project No. Drawing Number
Date FH-T



LEGEND

○	VENT STACK
○	ROOF DRAIN
■	SQUARE PITCH PAN
□	COVERED PITCH PAN
□	ROOF HATCH
□	VENTILATOR
□	SQUARE DUCT PENETRATION
□	EXHAUST FAN
□	SQUARE GOOSENECK
□	EXPANSION/CONTROL JOINT
■	MECHANICAL UNIT
■	WALKWAY PADS
—	PARAPET WALL
≡	SCUPPER w/ CONDUCTOR
≡	SCUPPER
≡	OVERFLOW SCUPPER
---	GUTTER
—	DOWNSPOUT
□	CHIMNEY
○	HOODED VENT
□	SKYLIGHT
○	PIPE PENETRATION
—	MECHANICAL SCREEN
—	UTILITY/CONDUIT LINE
—	RUNNER SUPPORT
□	CAPPED OPENING
□	I-BEAM/COLUMN SUPPORT
□	STEEL EQUIPMENT SUPPORT
▨	SUBSTRATE MOISTURE
□	CORE SAMPLE
○	LEAK AREA
○	DETAIL CALLOUT

AREA A - DEFICIENCY LEGEND

03	DAMAGED, SAGGING, OR MISSING GUTTER
06	DETERIORATED SEAMS AT FLASHING MEMBRANE

AREA B - DEFICIENCY LEGEND

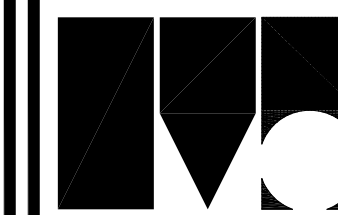
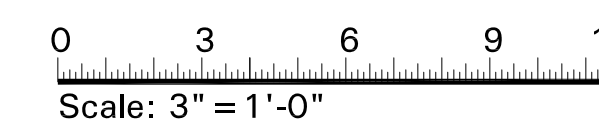
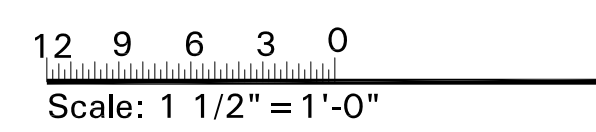
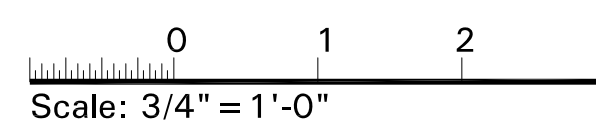
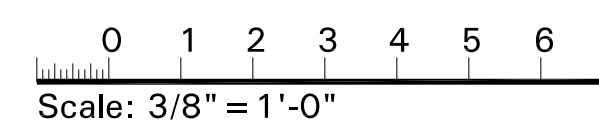
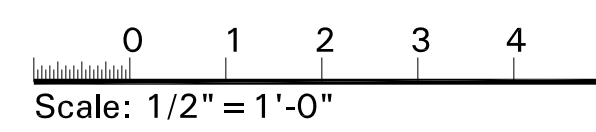
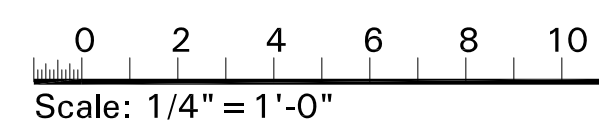
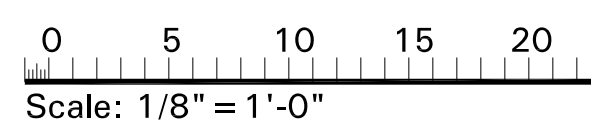
03	DAMAGED, SAGGING, OR MISSING GUTTER
----	-------------------------------------

AREA C - DEFICIENCY LEGEND

05	DAMAGED OR RUSTED COPING
----	--------------------------

STANDING SEAM ROOF - DEFICIENCY LEGEND

02	DETERIORATED COATING ON METAL ROOF
----	------------------------------------



Montgomery College

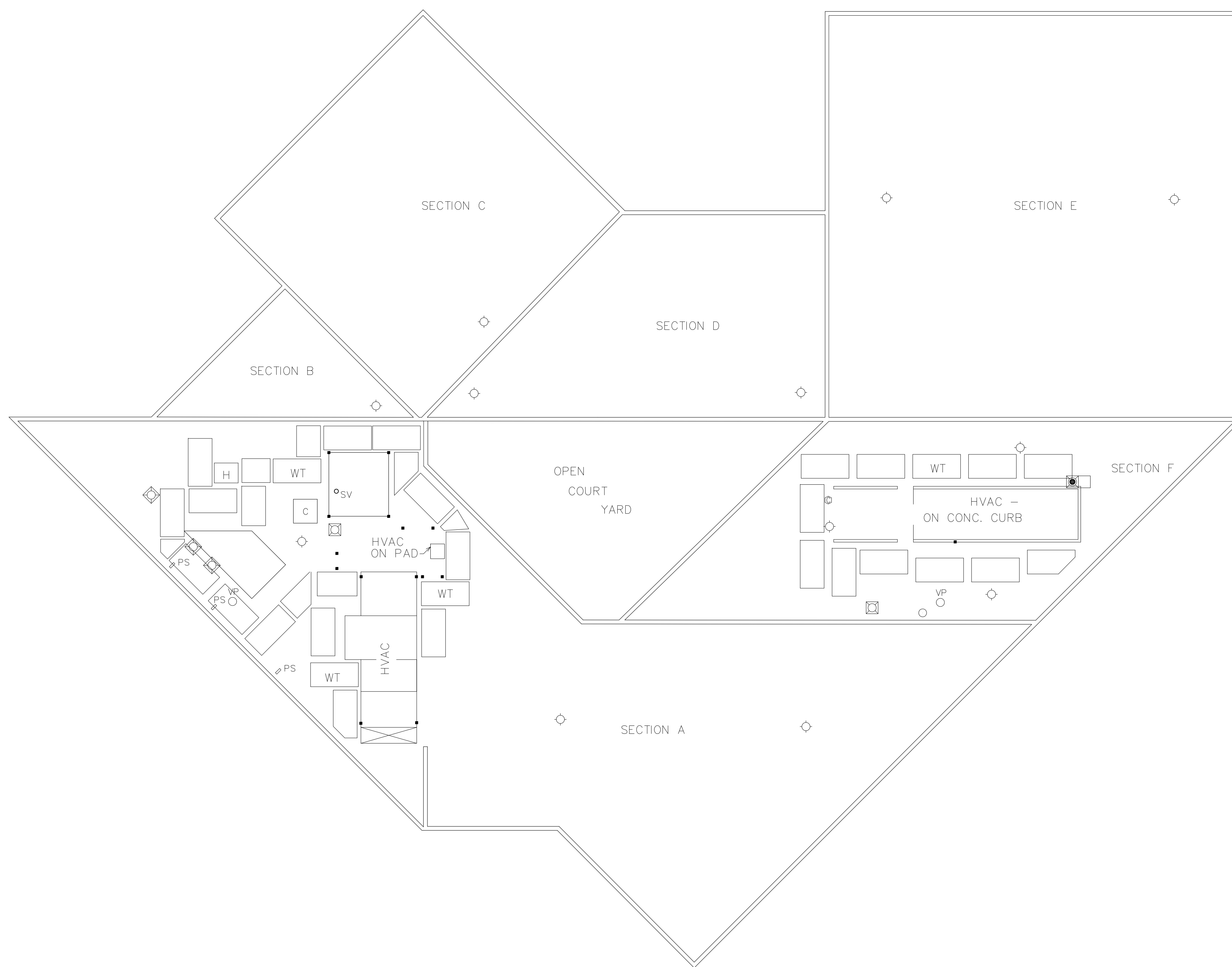
Central Administration
Office of Facilities
Suite 200
40 West Gude Drive
Rockville, MD 20850
Telephone: (240)-567-7364

Notes



530 Vauluse Road Stephens City, Virginia 22655
Ph: 540/866/5247 Fax: 540/869/5276 Website: www.ads-services.com

DRAWN: BC	REVIEWED: CH	DATE: 02-05-09
APP. PM: CH	APP. CAD: CA-T/DWG	SCALE: 1/8"=1'
BUILDING: COMMUNICATION ARTS CENTER		

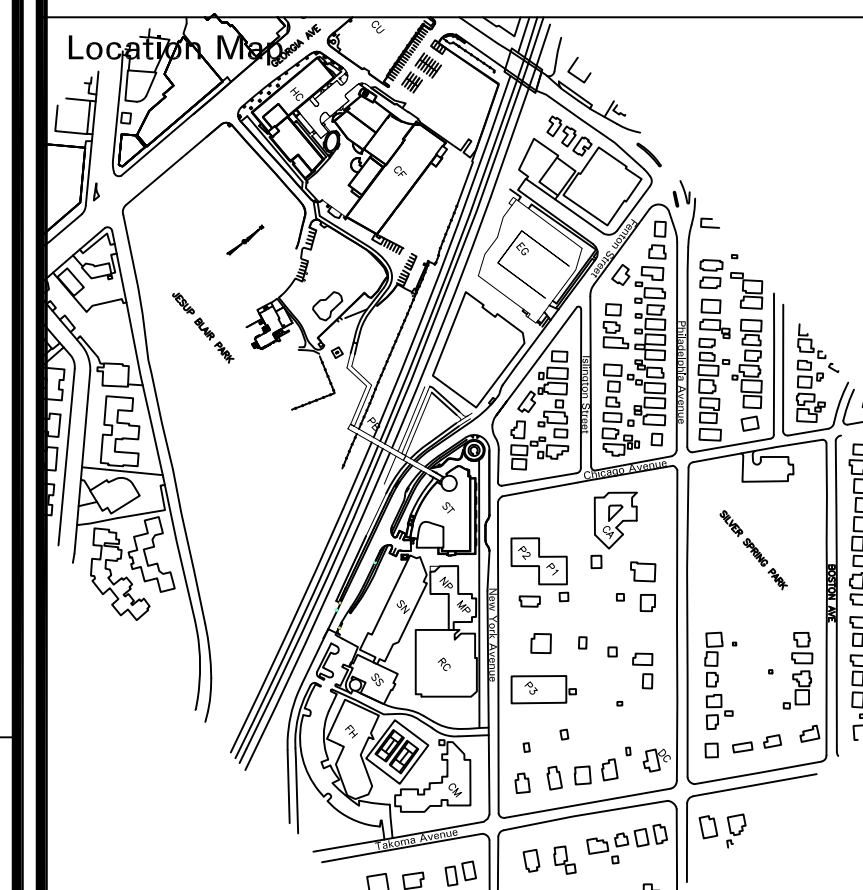


LEGEND

○	VENT STACK
⊙	ROOF DRAIN
■	SQUARE PITCH PAN
◻	COVERED PITCH PAN
◻	ROOF HATCH
◻	VENTILATOR
◻	SQUARE DUCT PENETRATION
◻	EXHAUST FAN
◻	SQUARE GOOSENECK
◻	EXPANSION/CONTROL JOINT
▭	MECHANICAL UNIT
▭	WALKWAY PADS
▭	PARAPET WALL
▭	SCUPPER w/ CONDUCTOR
▭	SCUPPER
▭	OVERFLOW SCUPPER
▭	GUTTER
▭	DOWNSPOUT
▭	CHIMNEY
○	HOODED VENT
◻	SKYLIGHT
○	PIPE PENETRATION
▭	MECHANICAL SCREEN
▭	UTILITY/CONDUIT LINE
▭	RUNNER SUPPORT
▭	CAPPED OPENING
▭	I-BEAM/COLUMN SUPPORT
▭	STEEL EQUIPMENT SUPPORT
▭	SUBSTRATE MOISTURE
▭	CORE SAMPLE
○	LEAK AREA
⊙	DETAIL CALLOUT

No.	Description	Date
-----	-------------	------

Revisions



Project Title
MONTGOMERY COLLEGE

Drawing Title
COMMUNICATION ARTS CENTER
(CA)
ROOF SURVEY PLAN

Scale: 1/8" = 1'-0"

Project No. Drawing Number

Date **CA-T**

AREA A - DEFICIENCY LEGEND

⊙	DETERIORATED OR LOW PITCH POCKET FILLER
⊙	CLOGGED DRAIN STRAINERS

AREA B - DEFICIENCY LEGEND

⊙	DETERIORATED OR LOW PITCH POCKET FILLER
---	---

AREA C - DEFICIENCY LEGEND

⊙	DETERIORATED OR LOW PITCH POCKET FILLER
---	---

AREA D - DEFICIENCY LEGEND

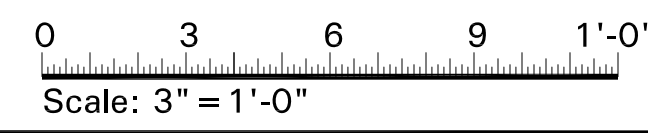
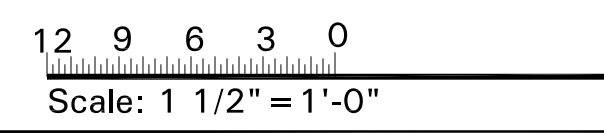
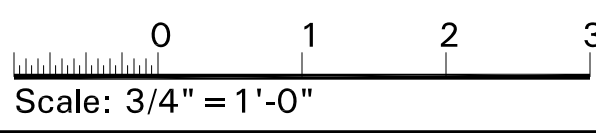
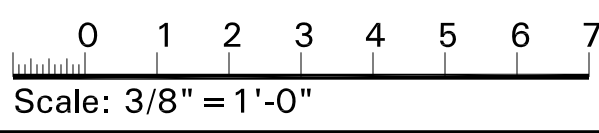
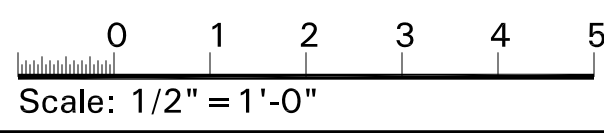
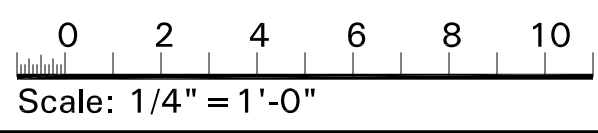
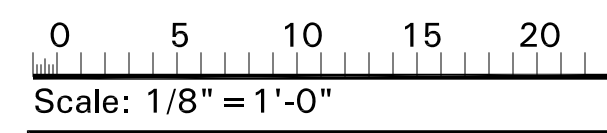
⊙	CLOGGED DRAIN STRAINERS
---	-------------------------

AREA E - DEFICIENCY LEGEND

⊙	CLOGGED DRAIN STRAINERS
---	-------------------------

AREA F - DEFICIENCY LEGEND

⊙	DETERIORATED OR LOW PITCH POCKET FILLER
⊙	CLOGGED DRAIN STRAINERS



Montgomery College

Central Administration
Office of Facilities
Suite 200
40 West Gude Drive
Rockville, MD 20850
Telephone: (240)-567-7364

Notes



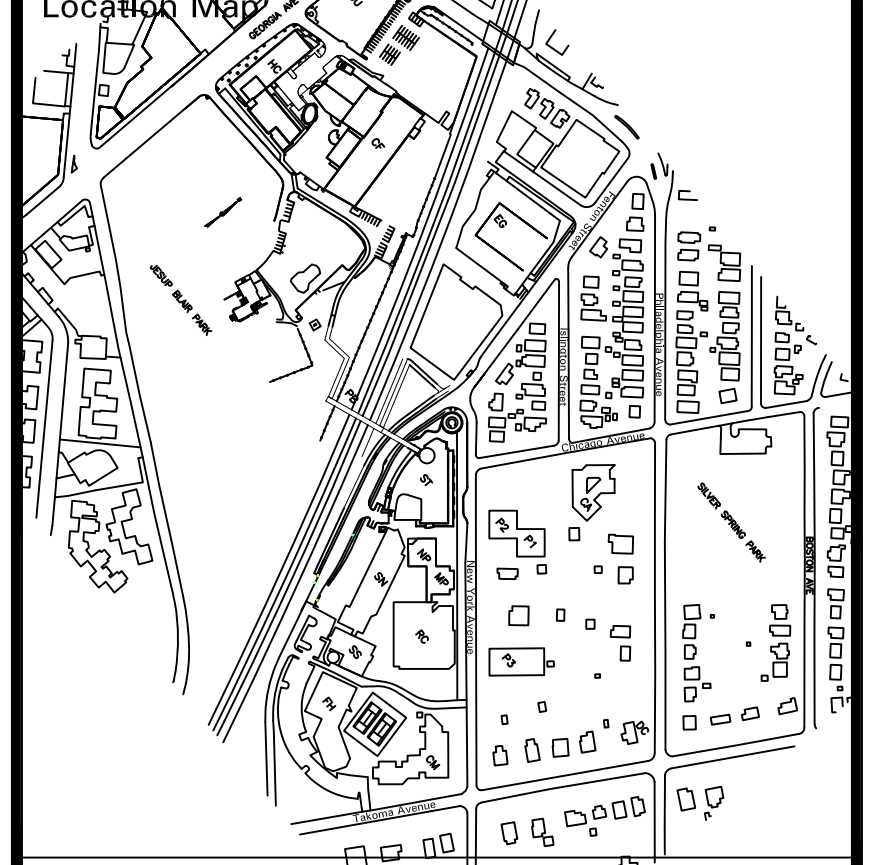
530 Vauluse Road Stephens City, Virginia 22655
Ph: 540/866/5247 Fax: 540/869/5276 Website: www.ads-services.com

DRAWN: BC	REVIEWED: CH	DATE: 02-05-09
ADD PM: CH	ADD CAB: ST, DWG	SCALE: 1/8"=1'

BUILDING: STUDENT SERVICES PAVILION

No.	Description	Date
-----	-------------	------

Revisions



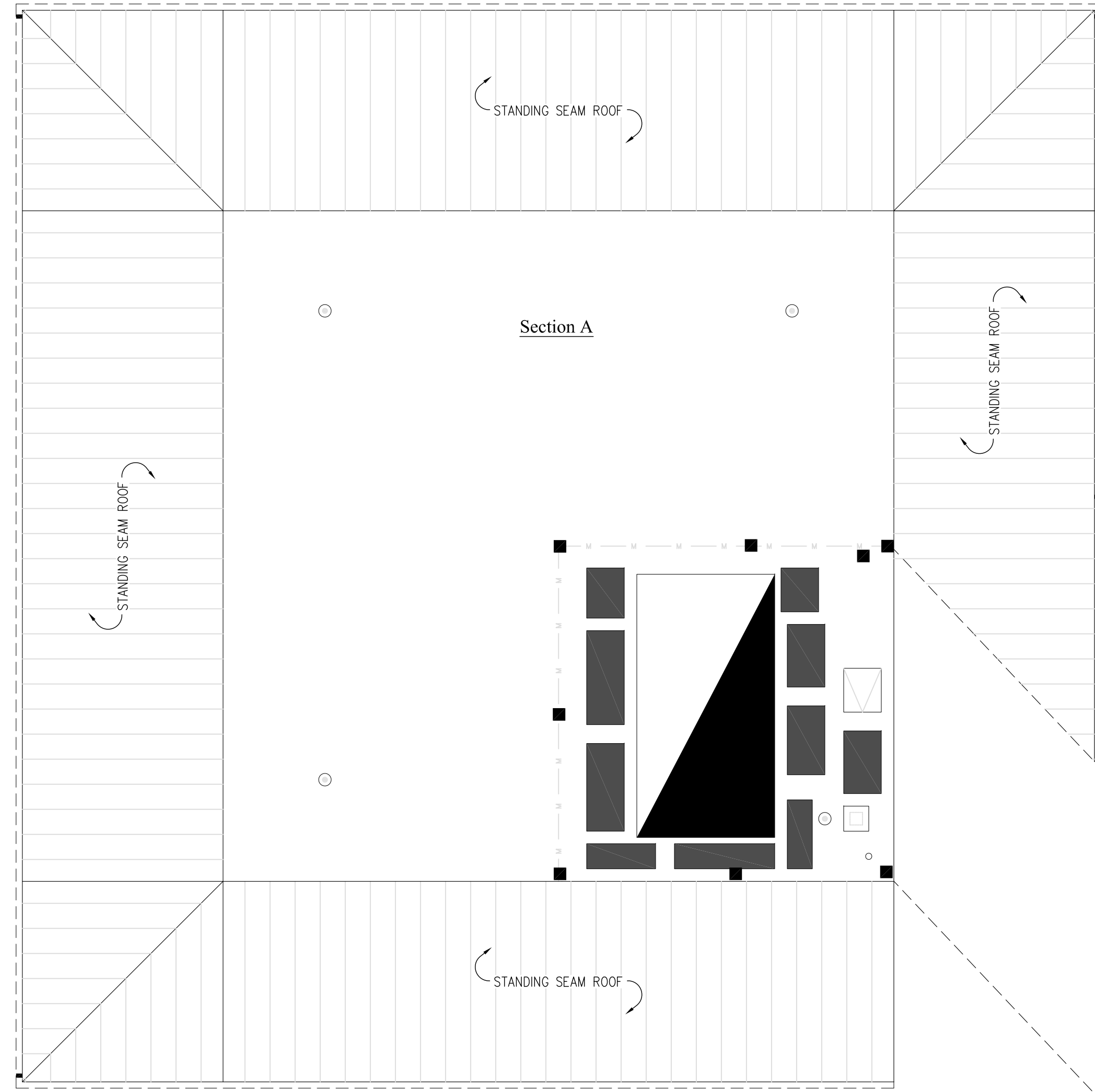
Project Title
MONTGOMERY COLLEGE

Drawing Title
PAVILION TWO (ST)
ROOF SURVEY PLAN

Scale: 1/8" = 1'-0"

Project No. Drawing Number

Date P2-T



LEGEND

- VENT STACK
- ROOF DRAIN
- SQUARE PITCH PAN
- COVERED PITCH PAN
- ROOF HATCH
- VENTILATOR
- SQUARE DUCT PENETRATION
- EXHAUST FAN
- SQUARE GOOSENECK
- EXPANSION/CONTROL JOINT
- MECHANICAL UNIT
- WALKWAY PADS
- PARAPET WALL
- SCUPPER w/ CONDUCTOR
- SCUPPER
- OVERFLOW SCUPPER
- GUTTER
- DOWNSPOUT
- CHIMNEY
- HOODED VENT
- SKYLIGHT
- PIPE PENETRATION
- MECHANICAL SCREEN
- UTILITY/CONDUIT LINE
- RUNNER SUPPORT
- CAPPED OPENING
- I-BEAM/COLUMN SUPPORT
- STEEL EQUIPMENT SUPPORT
- SUBSTRATE MOISTURE
- CORE SAMPLE
- LEAK AREA
- DETAIL CALLOUT

AREA A - DEFICIENCY LEGEND

- DETERIORATED OR LOW PITCH POCKET FILLER
- DAMAGED, SAGGING, OR MISSING GUTTER

STANDING SEAM ROOF - DEFICIENCY LEGEND

- DETERIORATED COATING ON METAL ROOF