RFP No. 612-005, Part B

Request for Proposal

Bioscience Education Center
Phase 2 – Building, Gateway Signage and Road Construction

Germantown Campus

VOLUME 1

Montgomery College
Maryland

Date: March 26, 2012
Montgomery College
Office of Central Facilities
40 W. Gude Drive – Suite 200
Rockville, MD 20850
<table>
<thead>
<tr>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>000000</td>
</tr>
<tr>
<td>000010</td>
</tr>
<tr>
<td>000015</td>
</tr>
<tr>
<td>000101</td>
</tr>
<tr>
<td>000200</td>
</tr>
<tr>
<td>000210</td>
</tr>
<tr>
<td>000211</td>
</tr>
<tr>
<td>000300</td>
</tr>
<tr>
<td>000410 B</td>
</tr>
<tr>
<td>000431</td>
</tr>
<tr>
<td>000440</td>
</tr>
<tr>
<td>000452</td>
</tr>
<tr>
<td>000452 I</td>
</tr>
<tr>
<td>000452 ES</td>
</tr>
<tr>
<td>000452 T</td>
</tr>
<tr>
<td>000453</td>
</tr>
<tr>
<td>000454</td>
</tr>
<tr>
<td>000520</td>
</tr>
<tr>
<td>000611</td>
</tr>
<tr>
<td>000612</td>
</tr>
<tr>
<td>000621</td>
</tr>
<tr>
<td>000700</td>
</tr>
<tr>
<td>000800</td>
</tr>
</tbody>
</table>

APPENDIX A  Travel Directions to Informational Meeting Site
VOLUME 2 – BUILDING CONSTRUCTION

TECHNICAL SPECIFICATION SECTIONS

DIV. 01 GENERAL REQUIREMENTS

011000 Summary
012200 Unit Prices
012600 Contract Modification Procedures
013100 Project Management And Coordination
013200 Construction Progress Documentation
013300 Submittal Procedures
014000 Quality Requirements
015000 Temporary Facilities And Controls
017300 Execution
017419 Construction Waste Management And Disposal
017700 Closeout Procedures
017823 Operation And Maintenance Data
017839 Project Record Documents
017900 Demonstration And Training
018113 Sustainable Design Requirements
019113 General Commissioning Requirements
019114 Functional Performance Testing Procedures

DIV. 02 EXISTING CONDITIONS

020100 Subsurface Exploration
021300 Aggregate Piers

DIV. 03 CONCRETE

033000 Cast-In-Place Concrete
033010 Cast-In-Place Concrete – Site Retaining Walls
033300 Architectural Concrete

DIV. 04 MASONRY

042000 Unit Masonry
047200 Cast Stone Masonry
DIV. 05  METALS

051200  Structural Steel
051213  Architecturally Exposed Structural Steel Framing
053100  Steel Deck
054000  Cold-Formed Metal Framing
055000  Metal Fabrications
055100  Metal Stairs
055213  Exterior Pipe And Tube Railings
057300  Decorative Metal Railings
057500  Decorative Formed Metal

DIV. 06  WOOD AND PLASTICS

061053  Miscellaneous Rough Carpentry
061600  Sheathing
064023  Interior Architectural Woodwork
064216  Flush Wood Paneling
066100  Glass-Fiber-Reinforced Polymer (GFRP) Fabrications

DIV. 07  THERMAL AND MOISTURE PROTECTION

071326  Self-Adhering Sheet Waterproofing
071900  Water Repellents
072100  Thermal Insulation
072410  Polymer-Based Exterior Soffit Finish System
072713  Modified Bituminous Sheet Air Barriers
074213  Metal Wall Panels
074243  Metal Composite Material Wall Panels
075216  Styren-Butadiene-Styrene (SBS) Modified Bituminous
076100  Sheet Metal Roofing
076200  Sheet Metal Flashing And Trim
077100  Roof Specialties
077110  Vegetated Roof Modules
078100  Applied Fireproofing
078123  Intumescent Mastic Fireproofing
078413  Penetration Firestopping
078446  Fire-Resistive Joint Systems
079200  Joint Sealants
079500  Expansion Control
## DIV. 08  DOORS AND WINDOWS

- 081113 Hollow Metal Doors And Frames
- 081116 Aluminum Monumental Stile And Rail Doors
- 081416 Flush Wood Doors
- 083323 Overhead Coiling Doors
- 084112 Interior Aluminum Doors And Frames
- 084123 Fire Rated Glass And Aluminum Framed Door Assemblies
- 084124 Fire Rated Glass And Steel Framed Door Assemblies
- 084413 Glazed Aluminum Curtain Walls
- 087100 Door Hardware
- 088000 Glazing
- 089000 Louvers And Vents

## DIV. 09  FINISHES

- 092116 Gypsum Board Shaft Wall Assemblies
- 092216 Non-Structural Metal Framing
- 092613 Gypsum Veneer And Acoustical Plastering
- 092713 Glass-Fiber-Reinforced Gypsum (GFRG) Fabrications
- 092900 Gypsum Board
- 093000 Tiling
- 095113 Acoustical Panel Ceilings
- 095133 Acoustical Metal Pan Ceilings
- 095143 Veneer Wood Panel Ceilings
- 095436 Suspended Decorative Grilles
- 096513 Resilient Base And Accessories
- 096519 Resilient Tile Flooring
- 096623 Resinous Matrix Terrazzo Flooring
- 096723 Resinous Flooring
- 096813 Tile Carpeting
- 097700 Special Wall Surfacing
- 099100 Painting

## DIV. 10  SPECIALTIES

- 101100 Visual Display Surfaces
- 101400 Signage
- 102113 Toilet Compartments
- 102123 Room Darkening Cubicle Curtain
- 102238 Operable Panel Partitions
- 102600 Wall Protection
- 102800 Toilet, Bath, And Laundry Accessories
- 104413 Fire Extinguisher And AED Cabinets
- 104416 Fire Extinguishers
- 105115 HDPE Lockers
- 106200 Demountable Steel Office Front System
- 106710 Storage Shelving
DIV. 11   EQUIPMENT

110800  Speciality Equipment Commissioning
114000  Foodservice Equipment
115213  Projection Screens Electric
116000  Laboratory Equipment - General Requirements
116100  Sterilizing And Washing Equipment
116500  Miscellaneous Laboratory Equipment

DIV. 12   FURNISHINGS

122413  Roller Window Shades
123090  Laboratory Service Fixtures
123400  Laboratory Casework – General Requirements
123450  Metal Laboratory Casework And Fume Hoods
123460  Wood Laboratory Casework
123470  Polypropylene Laboratory Casework
123661  Solid Surface Countertops And Wall Panels
124816  Entrance Floor Grilles
129300  Site Furnishings

DIV. 13   SPECIAL CONSTRUCTION

130390  Controlled Environment Rooms

DIV. 14   CONVEYING SYSTEMS

140800  Conveying Systems Commissioning
142400  Hydraulic Elevators
## VOLUME 3 – BUILDING CONSTRUCTION

### DIV. 20  RESERVED

200000  Common Mechanical / Electrical Requirements

### DIV. 21  FIRE SUPPRESSION

210500  Common Work Results for Fire Suppression
211000  Fire Suppression Commissioning
211200  Fire Suppression Standpipes
211313  Wet-Pipe Sprinkler Systems

### DIV. 22  PLUMBING

220500  Common Work Results For Plumbing
220516  Expansion Fittings And Loops For Plumbing Piping
220519  Meters And Gages For Plumbing Piping
220523  General-Duty Valves For Plumbing Piping
220529  Hangers And Supports For Plumbing Piping And Equipment
220553  Identification For Plumbing Piping And Equipment
220700  Plumbing Insulation
220800  Plumbing System Commissioning
221113  Facility Water Distribution Piping
221116  Domestic Water Piping
221119  Domestic Water Piping Specialties
221120  Domestic Water Packaged Booster Pumps
221123  Facility Natural-Gas Piping
221316  Storm Drainage And Sanitary Waste And Vent Piping
221123  Facility Natural-Gas Piping
221316  Storm Drainage and Sanitary Waste and Vent Piping
221319  Sanitary Waste And Storm Piping Specialties
221429  Sump Pump
221513  Laboratory Service Piping
221600  Laboratory Neutralization System
222620  Package Laboratory Vacuum Pump And Receiver
223300  Electric Domestic Water Heaters
223400  Fuel-Fired Domestic Water Heaters
224000  Plumbing Fixtures
224700  Drinking Fountains And Water Coolers
226119  Compressed Air Equipment
226700  Reagent Grade Water System
226710  Purified Water Piping
### DIV. 23  HEATING VENTILATION AND AIR CONDITIONING

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>230500</td>
<td>Common Work Results For HVAC</td>
</tr>
<tr>
<td>230513</td>
<td>Common Motor Requirements For HVAC Equipment</td>
</tr>
<tr>
<td>230516</td>
<td>Expansion Fittings And Loops For HVAC Piping</td>
</tr>
<tr>
<td>230519</td>
<td>Meters And Gauges For HVAC Piping</td>
</tr>
<tr>
<td>230523</td>
<td>General-Duty Valves For HVAC Piping</td>
</tr>
<tr>
<td>230529</td>
<td>Hangers And Supports For HVAC Piping And Equipment</td>
</tr>
<tr>
<td>230533</td>
<td>Heat Tracing And HVAC Piping</td>
</tr>
<tr>
<td>230548</td>
<td>Vibration Controls For HVAC Piping And Equipment</td>
</tr>
<tr>
<td>230553</td>
<td>Identification For HVAC Piping And Equipment</td>
</tr>
<tr>
<td>230593</td>
<td>Testing, Adjusting, And Balancing For HVAC</td>
</tr>
<tr>
<td>230700</td>
<td>HVAC Insulation</td>
</tr>
<tr>
<td>230800</td>
<td>HVAC System Commissioning</td>
</tr>
<tr>
<td>230900</td>
<td>Instrumentation And Control For HVAC</td>
</tr>
<tr>
<td>230995</td>
<td>Building Automation System Commissioning</td>
</tr>
<tr>
<td>232113</td>
<td>Hydronic Piping</td>
</tr>
<tr>
<td>232114</td>
<td>Pre-Insulated Underground HVAC Piping Systems</td>
</tr>
<tr>
<td>232123</td>
<td>Hydronic Pumps</td>
</tr>
<tr>
<td>232300</td>
<td>Refrigerant Piping</td>
</tr>
<tr>
<td>233113</td>
<td>Metal Ducts</td>
</tr>
<tr>
<td>233300</td>
<td>Air Duct Accessories</td>
</tr>
<tr>
<td>233413</td>
<td>Axial HVAC Fans</td>
</tr>
<tr>
<td>233416</td>
<td>Centrifugal HVAC Fans</td>
</tr>
<tr>
<td>233423</td>
<td>HVAC Power Ventilators</td>
</tr>
<tr>
<td>233600</td>
<td>Air Terminal Units</td>
</tr>
<tr>
<td>233601</td>
<td>Air Valves</td>
</tr>
<tr>
<td>233713</td>
<td>Diffusers, Registers And Grilles</td>
</tr>
<tr>
<td>235216</td>
<td>Condensing Boilers</td>
</tr>
<tr>
<td>235700</td>
<td>Heat Exchangers For HVAC</td>
</tr>
<tr>
<td>236416</td>
<td>Ammonia Screw Chillers</td>
</tr>
<tr>
<td>236420</td>
<td>Centrifugal Water Chillers</td>
</tr>
<tr>
<td>236500</td>
<td>Cooling Towers</td>
</tr>
<tr>
<td>236510</td>
<td>Ice Storage Tanks</td>
</tr>
<tr>
<td>236513</td>
<td>Glycol Heat Transfer Fluid</td>
</tr>
<tr>
<td>236515</td>
<td>Chemical Free HVAC Water Treatments</td>
</tr>
<tr>
<td>237250</td>
<td>Variable Frequency Drives</td>
</tr>
<tr>
<td>237313</td>
<td>Indoor Central-Station Air-Handling Units</td>
</tr>
<tr>
<td>238126</td>
<td>Split-System Air Conditioners</td>
</tr>
<tr>
<td>238216</td>
<td>Air Coils</td>
</tr>
<tr>
<td>238233</td>
<td>Convector</td>
</tr>
<tr>
<td>238239</td>
<td>Unit Heaters</td>
</tr>
</tbody>
</table>
DIVISION 26 – ELECTRICAL

260100 Basic Electrical Requirements
260500 Common Work Results For Electrical
260500.01 Common Work Results For Electrical – Security Supplement
260519 Low-Voltage Electrical Power Conductors And Cables
260526 Grounding And Bonding For Electrical Systems
260529 Hangers And Supports For Electrical Systems
260533 Raceways And Boxes For Electrical Systems
260543 Underground Ducts And Raceways For Electrical Systems
260553 Identification For Electrical Systems
260573 Overcurrent Protective Device Coordination Study
260800 Electrical System Commissioning
260923 Lighting Control Devices
260933 Central Dimming Controls
262200 Low-Voltage Transformers
262413 Switchboards
262416 Panelboards
262726 Wiring Devices
262813 Fuses
262816 Enclosed Switches And Circuit Breakers
262913 Enclosed Controllers
263213 Engine Generators
263300 Photovoltaics Array
263600 Transfer Switches
264113 Lightning Protection For Structures
265100 Interior Lighting
265600 Exterior Lighting

DIV. 27 COMMUNICATIONS

270000 Telecommunications Cabling Systems
270526 Grounding And Bonding For Communications Systems
270528.36 Cable Trays For Communications Systems
270528.45 Telecommunications Flush Poke
270528.49 Telecommunications Cabling Systems Floorbox
270800 Telecom System Commissioning
274113 Multimedia Systems Floorbox
275100 Security Supplement – Distributed Audio Visual Communications
<table>
<thead>
<tr>
<th>DIV. 28</th>
<th>ELECTRONIC SAFETY AND SECURITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>280500</td>
<td>Common Work Results For Electronic Security</td>
</tr>
<tr>
<td>280513</td>
<td>Conductors &amp; Cables</td>
</tr>
<tr>
<td>280810</td>
<td>Security System Commissioning</td>
</tr>
<tr>
<td>280820</td>
<td>Fire Alarm System Commissioning</td>
</tr>
<tr>
<td>281300</td>
<td>Access Control</td>
</tr>
<tr>
<td>282300</td>
<td>Video Surveillance</td>
</tr>
<tr>
<td>283111</td>
<td>Digital, Addressable Fire Alarm System</td>
</tr>
<tr>
<td>283113</td>
<td>Emergency Notification System</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIV. 31</th>
<th>EARTHWORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>311000</td>
<td>Site Clearing</td>
</tr>
<tr>
<td>312000</td>
<td>Earth Moving</td>
</tr>
<tr>
<td>313116</td>
<td>Termite Control</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIV. 32</th>
<th>EXTERIOR IMPROVEMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>321216</td>
<td>Asphalt Paving</td>
</tr>
<tr>
<td>321313</td>
<td>Concrete Paving</td>
</tr>
<tr>
<td>321400</td>
<td>Unit Pavers</td>
</tr>
<tr>
<td>329200</td>
<td>Turf &amp; Grasses</td>
</tr>
<tr>
<td>329300</td>
<td>Exterior Plants</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIV. 33</th>
<th>UTILITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>330800</td>
<td>Utilities Commissioning</td>
</tr>
<tr>
<td>334100</td>
<td>Storm Utility Drainage Piping</td>
</tr>
</tbody>
</table>
# VOLUME 4 - GATEWAY SIGNAGE

## DIV. 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

| 00 0110 | Table Of Contents |

## DIV. 01 GENERAL REQUIREMENTS

| 01 1000 | Summary |
| 01 5639 | Temporary Tree And Plant Protection |

## DIV. 02 EXISTING CONDITIONS (NOT USED)

## DIV. 03 CONCRETE

| 03 3000 | Cast-In-Place Concrete |

## DIV. 04 MASONRY

| 04 4313.16 | Adhered Stone Masonry Veneer |

## DIV. 05 METALS

| 05 7000 | Decorative Metal |

## DIV. 06 WOOD, PLASTICS, AND COMPOSITES

| 06 1053 | Miscellaneous Rough Carpentry |

## DIV. 07 THERMAL AND MOISTURE PROTECTION

| 07 9200 | Joint Sealants |

## DIV. 08 & 09 (NOT USED)

## DIV. 10 SPECIALITIES

| 10 1419 | Dimensional Letter Signage |
| 10 1463 | Led Display Signage |

## DIV. 11 – 25 (NOT USED)

## DIV. 26 ELECTRICAL

| 26 5600 | Exterior Lighting |
|  | Attachments: |
|  | Fixture Type A – Lettering Light |
|  | Fixture Type B – Hedge Light |
|  | Fixture Type C – Banner Light |
|  | iGuzzini Light Up Walk Installation Instructions (Fixture Types A & C) |
|  | iGuzzini Linealuce Installation Instructions (Fixture Type B) |

---

**TABLE OF CONTENTS, PART B** 000010-10
## DIVISION 31 – EARTHWORK

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>31 2000</td>
<td>Earthwork</td>
</tr>
</tbody>
</table>

## DIV. 32  EXTERIOR IMPROVEMENTS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>32 1216</td>
<td>Hot-Mix Asphalt Paving</td>
</tr>
<tr>
<td>32 1313</td>
<td>Cement Concrete Paving</td>
</tr>
<tr>
<td>32 1400</td>
<td>Unit Paving</td>
</tr>
<tr>
<td>32 9100</td>
<td>Planting Soil</td>
</tr>
<tr>
<td>32 9200</td>
<td>Lawns and Grasses</td>
</tr>
<tr>
<td>32 9300</td>
<td>Exterior Plants</td>
</tr>
</tbody>
</table>

## DIV. 33  (NOT USED)
VOLUME 5 – OBSERVATION DRIVE EAST-WEST ROAD AND TRAFFIC CIRCLE

DIVISION 01 – GENERAL REQUIREMENTS

011000 Summary
012200 Unit Prices
013100 Project Management And Coordination
013200 Construction Progress Documentation
013233 Photographic Documentation
013300 Submittal Requirements
014000 Quality Requirements
014200 References
015000 Temporary Facilities And Controls
015639 Temporary Tree And Plant Protection
016000 Product Requirements
017300 Execution
017419 Construction Waste Management And Disposal
017700 Closeout Procedures
017823 Operations And Maintenance Data
017839 Project Record Documents

DIVISION 02 – EXISTING CONDITIONS

020100 Subsurface Exploration

DIVISION 03 – CAST-IN-PLACE CONCRETE

033001 Cast In Place Concrete For Site Retaining Walls

DIVISION 22 - PLUMBING

22113 Facility Water Distribution Piping
221313 Facility Sanitary Sewers

DIVISION 33 – EARTHWORK

311000 Site Clearing
312000 Earth Moving

DIVISION 32 – EXTERIOR IMPROVEMENTS

321216 Asphalt Paving
321313 Concrete Paving
321723 Pavement Markings
323223 Segmental Retaining Walls
329210 Lawns, Grasses And Meadows
329310 Plants
DIVISION 33 – UTILITIES

334100  Storm Utility Drainage Piping

END OF TABLE OF CONTENTS, PART B
REQUEST FOR PROPOSAL

MONTGOMERY COLLEGE
Germantown Campus

BIOSCIENCE EDUCATION CENTER
Phase 2 – Building, Gateway Signage and Road Construction

REQUEST FOR PROPOSAL
PART B: INTERVIEW AND PRICE PROPOSAL
RFP No. 612-005, Part B

Montgomery College is pleased to solicit Part B, Request for Proposal participation from the highest scoring Contractors selected under the Request for Proposal, Part A for the Bioscience Education Center, Phase 2 – Building, Gateway Signage and Road Construction, Germantown Campus.

This Request for Proposal forms Part B of the two part Proposal process. In Part B, selected Contractors are invited to participate in an interview and to submit a price proposal for the Project.

Proposal offers must remain valid for one hundred and fifty (150) days from the proposal due date. Upon contract award, prices must remain firm for the duration of the overall contract term.

Proposals 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. Proposals will not be accepted if sent by facsimile or electronic mail or if received after the opening time and date specified. Contractor interviews will be scheduled following receipt of proposals.

All required submissions must accompany each proposal.

PART B PROPOSALS WILL BE ACCEPTED UNTIL THE CLOSING TIME OF 1:00 PM LOCAL TIME ON MAY 1, 2012.

The Part B proposal documents include the Request for Proposal, Part B; Instructions to Contractors, Part B; Supplementary Instructions, Part B; Required Submissions, Part B; Price Proposal Form; Information Available to Contractors, Part B; Form of Contract; Bid Bond; Payment, Performance, Labor and Material Payment Bonds; General Conditions; Supplementary Conditions; Specifications and Drawings and all Addenda.

An informational meeting will be held on April 3, 2012 at 2:00 PM in Suite 200, Office of Central Facilities, 40 W Gude Drive, Rockville, MD 20850. A site inspection opportunity will be provided following the meeting. Attendance by Contractors is strongly encouraged.

Complete Part B proposal documents may be purchased from ABC Imaging, 1155 21st Street, NW, Suite M400, Washington, DC 20036, attn: Mike McCauley, tel: 202-429-8870, fax: 202-429-91336, on or after March 26, 2012.

Complete Part B proposal documents can be examined, at no charge, by appointment, on or after March 26, 2012 at Montgomery College, Office of Central Facilities, 40 West Gude Drive, Suite 200, Rockville, MD 20850, attn: Gretchen Rinkus, tel: 240-567-7365.
Complete Part B proposal documents may be obtained by downloading electronic (PDF) files, on or after March 26, 2012, as directed by the College’s Office of Procurement at no charge.

Proposals will be reviewed by a College evaluation committee who will assess the substantiated ability of the Contractor to perform the required construction services described in the proposal documents and the Contractor’s responsiveness to Part A Technical Proposal, Part B Interview and Part B Price Proposal requirements. The Contractor achieving the highest cumulative evaluation score will be recommended for contract award.

All procurement questions shall be directed, in writing, no later than 5:00 PM April 24, 2012, to Yu (Judy) Zhu, Purchasing Supervisor, Office of Procurement, Montgomery College, Fax: 240-567-6397 E-mail: yu.zhu@montgomerycollege.edu. Only answers provided via a written addendum issued by the College will be binding.

All technical questions shall be directed, in writing, no later than 5:00 PM April 24, 2012, to Cynthia Johnston, Director of Project Management, Office of Central Facilities, Montgomery College, Fax: 240-567-7379 E-mail: cynthia.johnston@montgomerycollege.edu. Only answers provided via a written addendum issued by the College will be binding.

BID AND PERFORMANCE SECURITY REQUIREMENTS APPLY AS FOLLOWS: 5% BID BOND & 100% PERFORMANCE AND 100% LABOR AND MATERIAL PAYMENT BONDS; PUBLIC UTILITY BONDS AS SPECIFIED IN THE CONTRACT DOCUMENTS.

DAVIS-BACON ACT WAGE RATES APPLY TO THIS PROJECT.

MINORITY VENDOR PARTICIPATION IS ENCOURAGED IN THIS SOLICITATION.

NO ALLOWANCES SHALL BE MADE TO THE SUCCESSFUL CONTRACTOR, AT A LATER DATE, FOR ADDITIONAL WORK REQUIRED BECAUSE OF CONTRACTOR’S FAILURE TO INSPECT THE PROJECT SITE.

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

Patrick L. Johnson, CPPB
Acting Vice President of Procurement
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 and at the same unit price.

2. APPLICABLE LAW: This contract shall be construed and interpreted according to Maryland law.

3. ASSURANCE OF NON-CONVICTION OF BIDDER: 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. Such audit authority may also be exercised with respect to any materials, equipment or supplies purchased by the bidder in whole or in part, if 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.

5. NON-ASSIGNMENT AND SUBCONTRACTING: Bidder shall not assign any contract or any right or obligation 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 payment between bidder and its persons in whole or in part.

6. 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.

7. BRAND NAMES: Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be of the same quality as any brand name product. Goods delivered under any contract resulting from this bid will conform to specifications prior to submitting bids. Failure to do so will be at the bidder’s risk. Bids already submitted may be rejected.

8. DELIVERY OF BIDS: Bids submitted must be hand signed by an authorized agent of the contractor. A bidder may attach a letter of explanation to the bid for clarification. Bidders will be required, if requested by the College, to submit samples of their goods for inspection prior to submitting the bid. Notification of award will be made by “Notice of Intent to Award” and/or purchase order. Goods delivered under any contract resulting from this bid will conform to specifications.

9. CONTINGENT FEES: Bidders are required to comply with the Federal Executive Order 12250, the Equal Credit Opportunity Act, the Fair Housing Act, the civil rights laws of the State of Maryland and Montgomery County and all other applicable laws, as well as the policies and procedures 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 payment between bidder and its persons in whole or in part.

10. DELIVERY AND PACKING: All packages must be marked with the College’s name and address. Goods delivered under any contract resulting from this bid will conform to specifications prior to submitting bids. Failure to do so will be at the bidder’s risk. 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 number of the delivery, title and date of opening. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College Central Administrative Center, Room 110, 900 Hungerford Drive, Rockville, Maryland 20850.

11. 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 herein shall be construed to permit the preclusion of the parties from seeking after completion of the contract any and all remedies provided by law.

12. 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.

13. HAZARDOUS AND TOXIC SUBSTANCES: Bidder must comply with all applicable Federal, State, County and/or 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, 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 added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

14. 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.

15. INQUIRY 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. Disparities, if any, must be reported to the College.

16. NON-COLLUSION: Bidder certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the bidding of the bid or offering submitted herein; bidder 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 hereunder or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

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, in submitting any materials, equipment or services for Montgomery Community College may only be declared to be 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.

18. NON-DISCLOSURE: Bidder assures the College that, in accordance with applicable law, it does not have information from any source and agrees and 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.

19. PATENTS: Bidder guarantees that the sale and/or use of the offered goods 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 or arising out of the purchase or use of these goods.

20. 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 bid that is not in compliance with the instructions for preparation of the bid may be rejected.

21. 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 specifications for the Goods will be rejected.

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 bid that is not in compliance with the instructions for preparation of the bid may be rejected.

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 specifications for the Goods will be rejected.

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 informality and to make awards in the best interest of the College. The College also reserves the right to reject the contract of payment between bidder and its persons in whole or in part.

26. RIDER PROVISION FOR MONTGOMERY COUNTY PUBLIC SCHOOLS AND MONTGOMERY COMMUNITY COLLEGE: 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. ”. Each sample shall be properly identified, sealed and 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. SIGNS: 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 tax.

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 deemed 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.
PART 1 – PROPOSAL AND AWARD SCHEDULE

1.1 It is the College’s intent to administer Part B of the Request for Proposal process for this project according to the schedule dates outlined below. The College reserves the right to alter schedule dates as may be determined necessary in the College’s best interests.

1.2 **Part B: Interview and Price Proposal**

- **March 26, 2012** Contract Documents available
- **April 3, 2012** Informational Meeting
- **April 24, 2012** Last Requests for Information due
- **May 1, 2012** Price Proposal and Subcontractor Information Due by 1:00 pm
- **May 7 & 8, 2012** Interviews
- **May 9, 2012** – **May 11, 2012** Price Proposals opened and apparent highest cumulative scoring contractor identified. Reference checks completed.
- **May 11, 2012** Proposal process concludes and recommendation from evaluation committee forwarded to College’s Board of Trustees.

1.3 It is the College's intent to seek approval of award of this contract to the evaluation committee’s recommended highest scoring Contractor at the June 2012 meeting of the College's Board of Trustees, and subject to approval by the Board of Trustees; to seek concurring approval of contract award from the State of Maryland promptly thereafter.

Notwithstanding these expectations, the College may require additional time to administer the contract award or other processes; therefore, proposal submissions and prices must remain valid for one hundred and fifty (150) days from the proposal due date. Anticipated Contract Award date, Notice to Proceed date or other project scheduling expectations may be adjusted in concert with this provision. It is the Contractor’s sole responsibility to ensure that the proposal response accommodates this requirement.
PART 2 - INFORMATIONAL MEETING

2.1 An informational meeting will be held on April 3, 2012 at 2:00 PM in Suite 200, Office of Central Facilities, 40 W. Gude Drive, Rockville, MD 20850. Attendance by the selected Contractors is strongly encouraged, but is not required.

PART 3 - PROPOSAL DOCUMENTS

3.1 The Part B proposal documents include the Request for Proposal, Part B; Instructions to Contractors, Part B; Supplementary Instructions, Part B; Required Submissions, Part B; Price Proposal Form, Information Available to Contractors, Part B; Form of Contract; Bid Bond; Payment, Performance, Labor and Material Bonds; General Conditions; Supplementary Conditions; Specifications and Drawings and all Addenda.

3.2 Complete Part B proposal documents may be purchased by the selected contractors on or after March 26, 2012 from:

   ABC Imaging
   1155 21st Street, NW – Suite M400
   Washington, DC 20036

   Attn: Mike McCauley
   Phone: 202-429-8870
   Fax: 202-429-9136

   Only complete, hard-copy, sets of proposal documents may be purchased.

3.3 Complete Part B proposal documents will be available for reference, by appointment, on or after March 26, 2012 at:

   Montgomery College
   Office of Central Facilities
   40 West Gude Drive, Suite 200
   Rockville, Maryland 20850

   Attn: Gretchen Rinkus, Senior Project Manager
   Phone: 240-567-7365

3.4 Complete Part B proposal documents will be distributed in electronic (PDF) file format to the selected Contractors by the College’s Procurement Office on or after March 26, 2012.

3.5 Montgomery College is not responsible for content of and/or information obtained from sources not listed in the Request for Proposal. Only information obtained from the College’s Procurement office, on its website, or from sources listed in the Request for Proposal should be considered reliable. It is the Contractor’s sole responsibility to assure that accurate information has been used in preparation of the proposal response.
3.6 Proposal submission shall serve as verification that, at the time of receipt of the proposal, the Contractor has inspected, has read and is thoroughly familiar with the proposal documents (including all Addenda); has examined and finds the Specifications and the Drawings adequate information on which to base the proposal response. Failure or omission of a Contractor to inspect the site or to examine any form, instrument or document shall in no way relieve a Contractor from obligations with respect to the proposal response.

PART 4 - SITE EXAMINATION

4.1 Contractors are advised to examine and investigate existing site conditions prior to submitting a proposal. Site examination is mandatory and verification of that examination by a College representative is required.

A site inspection opportunity will be provided immediately following the informational meeting.

Access to the site and/or College records may be obtained by contacting:

Gretchen Rinkus, Senior Project Manager
Phone: 240-567-7365

4.2 Data in the proposal documents pertaining to existing conditions is for convenience only and does not supplant obtaining first-hand information at the site.

4.3 Proposal submission shall serve as verification that, at the time of receipt of the proposal, the Contractor has inspected and is thoroughly familiar with the site and has found adequate information on which to base the proposal response. Failure or omission of a Contractor to inspect the site or to examine any form, instrument or document shall in no way relieve a Contractor from obligations with respect to the proposal response.
PART 5 - INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

5.1 The proposal documents should be examined carefully. Prior to submitting its price, should the Contractor find discrepancies or omissions in the documents, have questions regarding the intent of the documents or be in doubt as to the meaning of any item(s), or require clarification of any conflict between two or more items contained within the documents, a written request for clarification should be submitted to the College.

5.2 Should the Contractor fail to obtain clarification, then the College is entitled to direct that the Work proceed in accord with the better quality and greater quantity of any method indicated, specified or required by the documents, in the judgment of the College. Such 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.

5.3 Contractors 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.

5.4 Written requests for clarification should be submitted to:

Cynthia Johnston, Director of Project Management
Fax: 240-567-7379
E-mail: cynthia.johnston@montgomerycollege.edu

5.5 Contractors shall not communicate directly with any Architect/Engineer or any of the Architect/Engineer's consultants.

5.6 REQUESTS FOR CLARIFICATIONS FROM CONTRACTORS MUST BE SUBMITTED IN WRITING NO LATER THAN 5:00 PM ON APRIL 24, 2012.

5.7 No interpretation of the meaning of the proposal documents will be made to any Contractor orally as oral instruments do not form a part of the proposal documents.

5.8 The College will review the written requests for clarification, and any interpretations and supplemental instructions will be provided in the form of written Addenda to the proposal documents which, if issued, will be furnished electronically, with delivery confirmation recorded, to the selected Contractors by the College’s Procurement Office.

All Addenda shall become part of the proposal documents.

It is the Contractor’s sole responsibility to ensure receipt of all Addenda. It is strongly recommended that the Contractor check with the College’s Procurement Office for all Addenda prior to submitting a proposal. Failure of any Contractor to receive Addenda shall not relieve the Contractor from any obligation with respect to the proposal.
PART 6 - PREPARATION AND SUBMITTAL OF PROPOSALS

6.1 This part of the Request for Proposal includes requirements for **Price Proposals** and for prospective **Subcontractor Information**.

6.2 Proposal submittals shall be divided into two separately sealed packages, one containing the **Price Proposal** submission and the second containing the **Subcontractor Information** submission.

6.3 An **original and two copies** of the **Price Proposal** submission are required. The cover page of each copy should be clearly marked “original” or “copy” accordingly.

6.4 An **original and six copies** of the **Subcontractor Information** submission are required. The cover page of each copy should be clearly marked “original” or “copy” accordingly.

6.5 Price Proposals must include the enclosed Price Proposal Form and must include all the attachments or statements requested in the proposal documents.

6.6 Subcontractor Information must include the enclosed Subcontractor Information Form for each prospective Key Principal Subcontractor for which information is requested.

6.7 Price Proposal and Subcontractor Information submissions shall be typewritten, printed or clearly written in ink, and organized behind tabs that correspond with each required section.

6.8 On the Price Proposal Form, all blank spaces for proposed prices must be filled in, in figures and words where required. The words "No Price" in any of the spaces constituting a proposed price response and/or any qualification to the proposal price may cause the entire proposal to be rejected.

6.9 The Price Proposal Form shall be signed in longhand below the typed name of the person authorized to bind the Contractor to a contract.

When Contractor is a corporation, the proposal 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.

Any erasures on or changes to the forms must be initialed by the person signing the proposal.
6.10 Price Proposal submissions must be submitted in a sealed envelope or box. Subcontractor Information submission must be submitted in a separate sealed envelope or box. Contractors must duplicate and paste the following submission labels on the outside of the sealed envelope or box. It is mandatory that the submission labels be used. Failure to do so may cause the proposal to be rejected.

**PRICE PROPOSAL SUBMISSION**

RFP No.: 612-005, Part B: Interview and Price Proposal
Proposal Receipt Date: by May 1, 2012
Proposal Receipt Time: by 1:00 PM
Contractor’s Name: ____________________________
Contractor’s Address: ___________________________
_____________________________________________

Project Title: Bioscience Education Center
Phase 2 – Building, Gateway Signage and Road Construction
Germantown Campus

**SUBCONTRACTOR INFORMATION SUBMISSION**

RFP No.: 612-005, Part B: Interview and Price Proposal
Proposal Receipt Date: by May 1, 2012
Proposal Receipt Time: by 1:00 PM
Contractor’s Name: ____________________________
Contractor’s Address: ___________________________
_____________________________________________

Project Title: Bioscience Education Center
Phase 2 – Building, Gateway Signage and Road Construction
Germantown Campus

6.11 Any proposal or information received after the time and date specified, or at a different location than specified above, will not be opened or given any consideration.

**PART 7 - ERRORS IN PROPOSALS**

7.1 The College assumes that Contractors are fully informed regarding conditions and requirements of the project site and the proposal documents prior to submitting proposal responses. Contractors are responsible for seeking proper information and making the necessary investigations. Failure to do so is at the Contractor’s sole risk.

Proposal responses may be withdrawn without penalty prior to proposal receipt due date and time. Errors discovered after proposal receipt due date and time may not be corrected.
PART 8 - DELAYED OPENING

8.1 If Montgomery College is closed for any reason on the day proposals are due, the proposal shall be submitted on the next business day the College is open, at the same stated submission time, unless other direction is provided.

PART 9 - WITHDRAWAL OF PROPOSALS

9.1 Contractor may not withdraw or modify the proposal submittal for one hundred and fifty (150) calendar days after the proposal due date and time because the College may require additional time to administer College, County and/or State contract award or other regulatory processes.

To accommodate this administrative requirement, proposal submissions and prices must remain valid for one hundred and fifty (150) 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 the Proposal response accommodates this requirement.

PART 10 - EVALUATION OF PROPOSALS, PART B

10.1 Part B Proposals from selected Contractors will be reviewed by a College evaluation committee who will assess the substantiated ability of the Contractor to perform the required construction services described in the proposal documents and the Contractor’s responsiveness to Technical Proposal, Interview and Price Proposal requirements summarized below:

1. Technical Proposal (30% of total score)
   - Part A: Contractor Qualification assessment score.

2. Contractor Interview (20% of total score)
   - Interviews will be conducted by the College’s evaluation committee who will ask each Contractor the same set of pre-determined questions. The questions will not be provided to the Contractors in advance.

   The interview will be scheduled for 1 ½ hours in duration, with 15 minutes allocated to personal introductions (no prepared presentation will be permitted); 60 minutes allocated to the specific pre-determined questions, and; 10 minutes allocated to Contractor’s concluding remarks. Contractors are not expected to prepare a detailed presentation.

   Through the interview, the College expects to learn more about the relevance of the Contractor’s and its team members’ past project experience with respect to the Bioscience Education Center scope of work, as well as to understand more completely the Contractor’s plans for achieving high quality results for the benefit of the College.
Information collected prior to the interview in the Part A, Technical Proposal and Part B, Subcontractor Information submissions may be referenced during the interview.

Evaluation of the Contractor’s responsiveness in the following areas of inquiry should be expected:

a. Experience on projects of comparable size, scope and complexity.

b. Team organization.

c. Project coordination.

d. Quality Control program.

e. Commissioning.

f. Unique project constraints and concerns.

Contractors are advised to include active participation of all key management personnel proposed for the project.

Contractors shall be expected to include discussion regarding key principal subcontractors under consideration for each of the following trades:

1) Curtainwall
2) HVAC/Plumbing
3) Electrical

Participation by key principal subcontractors is not expected during the interview.

3. Price Proposal (50% of total score)

The Contractor’s Price Proposal with the lowest responsive and responsible Base Bid Price will be awarded the highest point score.

Higher proposal prices will be awarded reduced point scores, determined by ratio comparing the proposed price to the lowest responsive and responsible proposal price.

PART 11 - COLLEGE’S RIGHTS

11.1 The College reserves the following rights to be exercised at the College's sole discretion:

A. To reject any or all proposals 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 Proposals.

B. To make such investigation as deemed necessary to determine the qualifications of the Contractor and to determine the ability of the Contractor to perform the work. The
Contractor shall furnish to the College all such information and data as the College may request.

The College reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Contractor fails to satisfy the College that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated.

C. **Conditional proposals will not be accepted.**

D. To consider informal, any proposal 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 proposal documents shall not constitute a waiver of any subsequent breach.

**PART 12 - AWARD CONSIDERATIONS**

12.1 The Contractor achieving the highest cumulative score following completion of the Part B portion of the RFP will be recommended for contract award to the College’s Board of Trustees and; contingent on Board of Trustee’s approval, the contract award recommendation will be referred to the State of Maryland for concurring approval.

**END OF INSTRUCTIONS TO CONTRACTORS, PART B**
SUPPLEMENTARY INSTRUCTIONS, PART B

Bioscience Education Center
Phase 2 – Building, Gateway Signage and Road Construction
Germantown Campus

PART 1 – PRELIMINARY SCHEDULE

1.1 Preliminary schedule instructions apply to the project as follows:

A. The College offers classes during traditional Fall and Spring academic semesters, as well as during a winter intersession and two summer session periods. Contractor is reminded that he may be asked to refrain from noisy work during the associated testing periods when tests are scheduled in adjoining buildings. Specific calendars and constraints will be provided by the College when available. Calendars are subject to adjustment in the event that inclement weather, or other cause, closes the College.

B. The College anticipates issuing multiple Notices to Proceed: for different portions of the work; as may be required to coordinate with dates permits are obtained, and; as may be required to coordinate with schedules of work performed by separate contractors.

C. The College anticipates completion dates for different portions of the work in accordance with the following schedule:

   a. Observation Drive East-West Road and Traffic Circle construction shall be complete within 8 months of Notice to Proceed for that portion of work.

   b. Building and Gateway Signage construction shall be complete within 24 months of Notice to Proceed for those portions of work, with achievement of additional milestones as noted below:

      1) The College anticipates that the building will be complete and ready for coordination of the following milestone activities administered by the College, concurrent with Contractor’s completion of the project as follows:

         1) OIT Infrastructure Installation:
            4 months prior to Final Completion

         2) Owner furnished FFE Delivery and Installation:
            4 months prior to Final Completion

         3) OIT Equipment Installation:
            3 months prior to final Completion

      2) The College anticipates Substantial Completion and Occupancy, related milestones and Final Completion as follows:
1) Substantial Completion including issuance of Use and Occupancy Permit:
   2 months prior to Final Completion

2) Commissioning Completion:
   At Substantial Completion

3) Final Cleaning Completion:
   At Substantial Completion

4) Faculty and staff move-in:
   1 month prior to Final Completion

5) Final Completion (building able to open for classes):
   not more than 24 months following Notice to Proceed for Building portion of work.

PART 2 – PROJECT CONSTRAINTS AND COORDINATION REQUIREMENTS

2.1 The project includes three portions, each of which shall be administered by separate A/E consulting teams under the single contract for construction.

   The Introductory Information, Proposal Requirements and Contract Requirements included in the proposal documents, in Volume I of the Project Manual, are common to all portions of work.

   Contract administration will require coordination necessary to direct appropriate project correspondence to each relevant entity. See section 000800, Supplementary Conditions, for additional information.

2.2 Access to the project site is prohibited via Observation Drive from MD-118 at the front entrance to the campus.

   Access to the project site shall be from Middlebrook Road, unless otherwise noted.

   Contractor will share the Middlebrook Road site access point with College’s separate Contractor(s) and College’s tenant Contractor(s).

   Access to the Observation Drive East-West Road and Traffic Circle portion of the project shall be from Goldenrod Lane.

   Subject to review and approval by the College, the Contractor may elect to access the building project site from Goldenrod Lane via the Observation Drive East-West Road and Traffic Circle when that project is substantially complete.
2.3 College has and will continue to issue separate contracts for work within and adjacent to the project site. The College will require Contractor’s cooperation and schedule coordination to facilitate harmonious conduct of work under separate contracts.

A. Contractor’s proposal shall consider that active construction work within and adjacent to the project site is currently being performed by College’s separate Contractors and its tenant’s Contractors, which may not be complete at the time Contractor commences Phase 2 – Building, Gateway Signage and Road construction Work.

Current projects include:

   a. Phase 1b - Site Grading, Utility and Roadway Construction
   b. Construction of new Greenhouse, sheds and related Utility Work
   c. Holy Cross Hospital construction.

B. Contractor’s proposal shall consider that active construction work within and adjacent to the project site will be required to be performed by various public utility agencies, prior to Contractor completing the Work.

C. Contractor’s proposal shall consider that the College and it tenant(s) may commence work on future separate projects within and adjacent the project site, prior to Contractor completing the Work.

Anticipated future projects currently include:

   a. Holy Cross Hospital parking garage construction
   b. Holy Cross Hospital Medical Office Building construction
   c. Bioscience Technology Park construction

All Contractors are obliged to cooperate and coordinate work efforts in accordance with Article 5 of the College’s General Conditions.

2.4 Contract documents depicting “existing” conditions reflect conditions as will be left upon completion of the Phase 1b Contractors’ work.

Contractor is advised that since the Phase 1b work is in progress and until it is complete, site observations may reveal conditions different than the conditions shown on the contract documents.

Contractor is entitled to rely on the contract documents, describing conditions expected upon completion of the Phase 1b work, rather than on any interim site observations, as the basis for the price proposal.

2.5 Conduct of the work must be in compliance with permits and other approvals obtained from regulatory authorities having jurisdiction. Permit and approval obtaining process is underway, but not yet complete. Contractor must perform construction in accordance with approved plans, once available.
Contractor is entitled to rely on the contract documents as describing the same content contained in the regulatory approval documents, as the basis for the price proposal.

To the extent that regulatory approvals require modifications that alter the contract documents, appropriate construction change direction will be provided in accordance with the Changes in the Work provisions included in the General Conditions.

PART 3 – PREVAILING WAGE RATES

3.1 Contractors are advised that US Department of Labor Davis-Bacon Act wage rates apply to the project. State of Maryland Department of Labor and Licensing Regulation (DLLR) reporting procedures, reflecting federal Davis-Bacon wage rates, will apply. See section 000800, Supplementary Conditions, for additional information.

3.2 Contractors are advised that a US Department of Energy Grant will fund a portion of the Observation Drive East-West Road and Traffic Circle Work. Additional federal reporting requirements will apply for that portion of the work.

PART 4 – MINORITY PARTICIPATION

4.1 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, women, and physically or mentally disabled.

4.2 The Contractor must submit an updated College’s Minority Participation Form, included in the proposal documents, with the Price Proposal.

4.3 If the Contractor is not a minority business entity, the Contractor is encouraged to develop a plan that, at a minimum, will award 15% of the total contract value to subcontractors and/or vendors that are minority businesses.

4.4 Non-minority Contractors are advised that following contract award, within three business days of request by the College, the Contractor shall provide a list indicating minority subcontractor and/or vendor participation anticipated for the project. The Contractor shall provide the College with routine updates should any changes in subcontractor or vendor status occur during the contract term.
PART 5 - BONDS

5.1 With the Price Proposal, Contractor shall furnish a Bid Bond and a Letter of Intent from a Bonding Company as required below.

5.2 Contractor shall submit 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 5% of the amount of the Base Price Total, or a cashier's check in the amount of not less than 5% of the Base Price Total. Bid Bond shall be prepared and submitted on AIA Form A310-2010, "BID BOND".

5.3 Contractor shall submit an original and two copies of a letter from the Contractor's bonding company stating that it guarantees it will furnish the required 100% performance and labor and material payment bonds if the Contractor is recommended for contract award. Letter provided shall not be generic, but must be written specifically for this project.

5.4 Prior to the execution of the contract, the Contractor shall deliver to the College a performance bond, properly executed on the Montgomery College Standard Performance Bond a copy of which is enclosed in the Proposal Documents, and a labor and material payment bond executed on AIA Document A312-2010, Payment Bond, for 100% of the amount of the Contract.

5.5 Upon failure or refusal to execute and deliver the Contract and bonds required within five (5) days (Saturdays, Sundays and legal holidays excluded) after having received notice of acceptance of its proposal, the Contractor shall forfeit to the College, as liquidated damages for such failure or refusal, the bid security included with its proposal.

5.6 After the College and the successful Contractor have executed a contract, or if no contract has been executed within one hundred and fifty (150) calendar days after the proposal due date, and Contractor has not been notified of acceptance of its proposal, Contractor may request return of its Bid Bond.

5.7 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.

5.8 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 6 - INSURANCE

6.1 Contractors are advised that before starting any work, the successful Contractor must provide sufficient evidence of insurance showing adequate coverage as defined in the proposal documents.
PART 7 - FORM OF CONTRACT

7.1 Contractors are advised that the agreement between the successful Contractor and the College shall be executed on the Form of Contract by the College, a copy of which is enclosed in these proposal documents.

7.2 Any exceptions to the FORM OF CONTRACT are requested to be included with the price proposal to initiate further consideration by the College. An exception to the FORM OF CONTRACT by the Contractor is considered by the College to be a request for information.

7.3 The College makes no implicit or explicit statement as to any willingness to deviate from the FORM OF CONTRACT included in the proposal documents.

7.4 Unless explicitly stated by the Contractor in the Proposal Form that an exception to the Form of Contract is a condition of the proposal, the College does not consider exceptions to the Form of Contract provided by a Contractor to be the submission of a conditional proposal.

PART 8 - SUBCONTRACTOR INFORMATION

8.1 With its proposal response, using the Subcontractor Information Form included at section 000452-I, Contractor shall submit information on prospective subcontractors under consideration for each of the following key principal trades:
   1) Curtainwall
   2) HVAC/Plumbing
   3) Electrical

8.2 Information may be submitted for up to three prospective subcontractors per trade category.

8.3 Information collected may be used as a point of discussion during Contractor interviews to amplify the College’s understanding of the Contractor’s approach to assembling an appropriately qualified and experienced project team for the Work.

8.4 Submission of Subcontractor Information does not obligate the successful Contractor to restrict subcontract award to one of the subcontractors named on each Form.

8.5 The College reserves the right to reject any Subcontractor.
PART 9 - SUBCONTRACTOR QUALIFICATIONS

9.1 The College's intent, with regard to verification of Subcontractor qualifications and financial stability, is that it is the Contractor's responsibility to evaluate the qualifications, financial viability and solvency of all Subcontractors.

9.2 Unless otherwise indicated in the contract documents, within 3 business days from request by the College, Contractors shall submit to the College for each Principal Subcontractor, herein defined as those Subcontractors whose contract value is anticipated to exceed $100,000:

a) Subcontractor's Qualification Statement, per section 000452.

b) At least three (3) 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.

9.3 The College reserves the right to reject any Subcontractor.

PART 10 - TELECOMMUNICATIONS AND ELECTRONIC SECURITY SYSTEM SUBCONTRACTOR QUALIFICATIONS

10.1 In addition to satisfying provisions applicable to all subcontractors, specific technical qualification requirements apply to the Telecommunications Subcontractor and the Electronic Security Systems Subcontractor. Refer to sections 000452-T, Telecommunications Subcontractor Qualifications and 000452-ES, Electronic Security System Subcontractor Qualifications.

10.2 The Contractor shall submit the Telecommunications Subcontractor Qualification Statement and Questionnaire required under section 000452-T, and; the Electronic Security Systems Subcontractor Qualification Statement and Questionnaire required under section 000452-ES, to the College for review and approval prior to proceeding with the Work.

10.3 The College reserves the right to reject any Telecommunications or Electronic Security Systems Subcontractor.

PART 11 - LIST OF SUBCONTRACTORS

11.1 Within 3 business days from request by the College, Contractor shall provide names, addresses, Maryland registration/license number, and indication of minority status (if applicable), for all the Subcontractors proposed to be retained by the Contractor for this project, regardless of anticipated contract value.
PART 12 - VENDOR QUALIFICATIONS

12.1 The College's intent with regard to verification of Vendor qualifications, and financial stability is that it is the Contractor's responsibility to evaluate the qualifications, financial viability and solvency of all Vendors used for the project.

12.2 Within 3 business days from request by the College, Contractor shall submit to the College a Qualification Statement for each Principal Vendor, herein defined as those Vendors whose contract value is anticipated to exceed $100,000, to include the following:
   1) Name
   2) Address
   3) Type of Work Performed
   4) Years in Business
   5) Representative Project List (including three projects of similar size, scope and complexity)
   6) References (list three references, including contact name and telephone number)
   7) Copy of Maryland registration/license number, if applicable

12.3 The College reserves the right to reject any Vendor.

END OF SUPPLEMENTARY INSTRUCTIONS, PART B
REQUIRED SUBMISSIONS CHECKLIST, PART B

Montgomery College
Request for Proposal

Part B: Interview and Price Proposal
Bioscience Education Center
Phase 2 – Building, Gateway Signage and Road Construction
Germantown Campus

TO: SELECTED CONTRACTORS

FROM: PROCUREMENT OFFICE
MONTGOMERY COMMUNITY COLLEGE

Proposals (an original and two copies, marked “original” or “copy” accordingly, including all attachments) shall be submitted on the enclosed Proposal Form, properly signed with the required attachments, if any, in sealed envelopes or boxes and addressed to:

Acting Vice President of Procurement
Montgomery Community College
900 Hungerford Drive, Room 110
Rockville, MD 20850

Any reasonably sized envelope or box may be used. All submissions must be marked with the submission label provided in specification section 000200, Instructions to Contractors.

PART 1 - ITEMS REQUIRED FOR PRICE PROPOSAL SUBMISSIONS:

1. Price Proposal Form, included at section 000410-B.

2. Addenda receipt acknowledgement. Include signed copy of last page of each Addendum issued.

3. Bid Bond, per section 000431.

4. Bonding Company letter Guaranteeing the Required 100% Performance Bond (Montgomery College Standard Performance Bond, included at section 000611) and Labor and Material Payment Bond (AIA Form A312-2010, per section 000612).

5. Verification of Examination of Site Conditions Form, included at section 000440.

6. Updated Minority Participation Form, included at section 000453.

7. Any exceptions to the Form of Contract, for evaluation by the College.
PART 2 - ITEMS REQUIRED FOR SUBCONTRACTOR INFORMATION SUBMISSIONS:

1. Subcontractor Information Form, included at section 000452-I, for each of up to three prospective Key Principal Subcontractors per trade category for each of the following trade categories:
   1) Curtainwall
   2) HVAC/Plumbing
   3) Electrical

END OF REQUIRED SUBMISSIONS CHECKLIST, PART B
INFORMATION AVAILABLE TO CONTRACTORS, PART B

Montgomery College

Bioscience Education Center
Phase 2 – Building Construction
Germantown Campus

1.1 GENERAL PROVISIONS

A. College records include documentation that is made available as information to Contractors to illuminate likely project conditions.

B. Reports, investigations, data, As-Built documentation, and all information related thereto included as Information Available to Contractors are not a part of the Contract Documents.

C. The College, Architect and Engineers do not guarantee continuity of conditions indicated and are not responsible for information contained or not contained in the Information Available to Contractors.

D. Contractors shall employ their own experts to analyze available information. Contractors shall be responsible for the consequences of acting on conclusions obtained from examination and analysis of available information.

E. Documentation may be examined by submitting a written request to:

Gretchen Rimkus, Senior Project Manager
Email: gretchen.rimkus@montgomerycollege.edu

1.2 FOREST CONSERVATION PLAN DATA

A. Contractors are advised that implementation of Forest Conservation Planning strategies are a condition of the project’s Use Permit and affect landscape scope of work.

B. Forest Conservation Plan documents are made available as separately bound reference documents entitled FCP Documents.

1.3 PROJECT KEY PLAN

A. A project key plan illustrating separate contracts in progress or anticipated in and adjacent the project site is attached to this section as EXHB-1.
1.4  HAZARDOUS MATERIALS DATA
   A.  Not Used

1.5  PHASE 1- SITE DEMOLITION, ROUGH GRADING AND MINOR UTILITY WORK
     CONSTRUCTION DOCUMENTS
   A.  Construction documentation is available for the project worksite.

1.6  PHASE 1B - SITE GRADING, UTILITY AND ROADWAY CONSTRUCTION DOCUMENTS
   A.  Construction documentation is available for the project worksite.

1.7  GREENHOUSE CONSTRUCTION DOCUMENTS
   A.  Construction documentation is available for the project worksite.

1.8  SCIENCE AND APPLIED STUDIES BUILDING CONSTRUCTION DOCUMENTS
   A.  As-Built documentation is available for the project worksite.

1.9  GERMANTOWN CAMPUS UTILITY REFERENCE DATA
   A.  As-Built documentation is available for the project worksite.

END OF INFORMATION AVAILABLE TO CONTRACTORS, PART B
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | ---
Project Title: BIOSCIENCE EDUCATION CENTER SITE INFRASTRUCTURE MONTGOMERY COLLEGE GERMANTOWN CAMPUS | | | | | | | | | | | | 
X:\Rockville\106-330.001E MCG Bioscience\Eng\CAD\EXHIBIT-OVERALL KEY PLAN-106330.dwg, Layout1
This page is intentionally blank
PRICE PROPOSAL FORM

Montgomery College
Request for Proposal
Part B: Interview and Price Proposal

Bioscience Education Center
Phase 2 – Building, Gateway Signage and Road Construction
Germantown Campus

To: Montgomery College

Re: Request for Proposal
Part B: Price Proposal
Bioscience Education Center
Germantown Campus

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

From: (Provide Your Company’s Name)

PART 1 - Contractor must submit an original plus two copies, marked “original” or “copy” accordingly, of the Price Proposal Form and all attachments.

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 proposal non-responsive and grounds for rejection of the entire proposal. Conditional proposals will not be accepted.

PART 3 - Contractor acknowledges receipt of the following addenda:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PART 4 - BASE PRICE: (State amounts in both words and numbers)

The proposed total contract amount to complete the Bioscience Education Center, Phase 2 – Building, Gateway Signage and Road Construction at the Germantown Campus, including the cost associated with Performance and 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 contract documents, is:

Base Price Detail (In Numbers):

1 – General Conditions $_________________________
2 – Existing Conditions $_________________________
3 – Concrete $_________________________
4 – Masonry $_________________________
5 – Metals $_________________________
6 – Wood, Plastics & Composites $_________________________
7 – Thermal and Moisture Protection $_________________________
8 – Doors and Windows, Hardware, Openings $_________________________
9 – Finishes $_________________________
10 – Specialties $_________________________
11 – Equipment $_________________________
12 – Furnishings $_________________________
13 – Special Construction $_________________________
14 – Conveying Systems $_________________________
21 – Fire Suppression $_________________________
22 – Plumbing $_________________________
23 – Heating Ventilation & Air Conditioning $_________________________
26 – Electrical $_________________________
27 – Communications $_________________________
28 – Electronic Safety and Security $_________________________
31 – Earthwork $_________________________
32 – Exterior Improvements $_________________________
33 – Utilities $_________________________

Construction Cost Subtotal: $_________________________

Overhead $_________________________
Profit $_________________________
Insurance $_________________________
Performance, Labor and Material Payment Bonds $_________________________
Public Utility Performance, Labor and Material Payment, and Maintenance Bonds Allowance $ 10,000.00
Builder’s Risk $_________________________

Construction Cost Total: $_________________________
(Base Price Total)

Base Price Total:
(In Words): _____________________________________________________________ Dollars
(In Numbers): $________________________________________________________________
PART 5 - SPECIAL PRICING REQUIREMENTS: (State amounts in both words and numbers)

A. DEDUCT ALTERNATES – NOT USED

B. ADD ALTERNATES – NOT USED

C. UNIT PRICES – NOT USED

D. SEPARATELY IDENTIFIED PRICES

Provide separately identified prices to establish costs for specified quantities of work. The separately identified prices shall include all labor, materials, equipment, overhead, bonds, insurance and profit.

Identified Price No. 1 – Observation Drive East-West Road and Traffic Circle Construction

Identify the costs for Observation Drive East-West Road and Traffic Circle construction described in Project Manual Volume 5 and Drawing Volume V of the contract documents.

Identified Price: (In Words):_________________________________________ Dollars
(In Numbers): $________________________

Include Identified Price(s) in the Base Price Total indicated at Part 4 – BASE PRICE.

PART 6 - BID SURETY

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 Price Proposal Form:

Bid Bond (AIA Form A310, “Bid Bond”)
Bonding Company Letter

PART 7 - The undersigned acknowledges the right of the College in its sole discretion to accept any Proposal or to reject any or all Proposals.

PART 8 – 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 Solicitation and Contract Documents.

PART 9 – Upon contract award, the undersigned agrees to hold prices firm for the duration of the overall contract term.

PRICE PROPOSAL FORM 000410-B -4
PART 10 - The undersigned further certifies under the penalties of perjury that this proposal 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 11 - 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 YOU SIGN YOUR PROPOSAL
BID BOND

Montgomery College

Bioscience Education Center
Phase 2 – Building, Gateway Signage and Road Construction
Germantown Campus

VERIFICATION OF
EXAMINATION OF SITE CONDITIONS

Montgomery College

Bioscience Education Center
Phase 2 – Building, Gateway Signage and Road Construction
Germantown Campus

This form must be completed and included with the Price Proposal.

The undersigned hereby certifies completion of examination of the site conditions at a site inspection on ________________, 2012:

Date

Company Name

Address

Telephone Number

Facsimile Number

Name & Title (Print)

Signature

Site examination inspection confirmed by College Representative:

Date

College Representative Name & Title

Signature
This page is intentionally blank
SUBCONTRACTOR’S QUALIFICATION STATEMENT

Bioscience Education Center
Phase 2 – Building, Gateway Signage and Road Construction
Germantown Campus

Use AIA Document A305, Contractor’s Qualification Statement, latest edition, unless otherwise indicated.
ELECTRONIC SECURITY SYSTEM SUBCONTRACTOR QUALIFICATION STATEMENT

Bioscience Education Center
Phase 2 – Building, Gateway Signage and Road Construction
Germantown Campus

PART 1 - SUBMITTAL REQUIREMENTS

1.1 Contractor must submit for College’s approval a complete Electronic Security System Subcontractor Qualification Statement, including the following Questionnaire, prior to the start of work.

PART 2 - TECHNICAL QUALIFICATION REQUIREMENTS AND EVALUATION CRITERIA

2.1 The Electronic Security System Subcontractor shall prepare a qualification statement must address, at a minimum, the following areas of inquiry:

2.1.1 General Industry Experience:

Electronic Security System Subcontractors are required to have provided electronic security systems at commercial, governmental or academic institutions within the Metropolitan Baltimore-Washington area for a period of not less than 3 years.

- State number of years in electronic security systems installation business.

2.1.2 Electronic Security System Subcontractor must be a Lenel Strategic Partner.

- Submit evidence proving Contractor’s status as a Lenel Strategic Partner.

2.1.3 Relevant Experience:

The Electronic Security System Subcontractor MUST provide evidence of its ability to perform electronic security systems installation in accordance with referenced standards contained within the contract documents.

- List three (3) prior project references that included requirements similar to those required in this contract, along with the location, contact person, current telephone number, and a short narrative description detailing the scope of the project. Descriptions shall include wiring closet installation, wiring types, cable routes and supporting electrical installation (if any).

2.1.4 Facilities Commander WNX Certification:

Electronic Security System Subcontractor shall possess current Lenel certifications and a minimum of two certified (2) Facilities Commander WnX technicians assigned to the performance of this contract.

- Submit copies of Facilities Commander WnX Certifications.
2.1.5 Sufficient, Qualified Staff:

Electronic Security System Subcontractors shall have currently in their employ sufficient staff to provide the required work per specifications in this Request for Proposal, including sufficient qualified staff to accommodate a project that requires a minimum crew of two (2) people at the job site.

- Include a brief description on a separate sheet, of personnel that will be assigned to work on project. Include copies of resumes, certifications, manufacturer training, technical schooling and background showing qualifications and length of current employment of field staff to be assigned to this contract with this statement.

2.2 The Electronic Security System Subcontractor shall complete the attached questionnaire and include it as an appendix to the Electronic Security System Qualification Statement prepared for section 2.1.

2.3 The College shall be the sole judge in determining whether an Electronic Security System Subcontractor is qualified. In evaluating the Electronic Security System Subcontractor’s qualifications, consideration shall be given to items including, but not limited to, the reputation and experience of the Electronic Security System Subcontractor, the quality of performance on previous contracts or services, either with the college or with other customers.

2.4 The Electronic Security System Subcontractor may be contacted to clarify information contained in this Electronic Security System Subcontractor Qualification Statement. The College is the sole judge regarding the qualification of the Electronic Security System Subcontractor. The College’s decision will be final.

END ELECTRONIC SECURITY SYSTEM SUBCONTRACTOR QUALIFICATION STATEMENT
Questionnaire

The College reserves all rights as to the evaluation of any and all responses to the Electronic Security System Subcontractor Qualification Statement and as to the final determination regarding Electronic Security System Subcontractor qualification.

COMPLETE THE FOLLOWING. ATTACH ADDITIONAL SHEETS AS REQUIRED.

Company: __________________________  Contact: _____________________________

Address: __________________________  Title _____________________________

__________________________  Tel. No. _____________________________

Organization:

➢ How long has firm been in business under its present business name?

➢ Has firm ever Traded under any other name? ____Yes ____No

If yes, please list name(s) and address(s):

List Period of Time Trading Under this Name _________________________

➢ Is firm a corporation? _______Yes _______No

Provide:

Date of Incorporation ________________________________________________
State of Incorporation ________________________________________________
President’s Name ___________________________________________________
Vice President(s) Name(s) ____________________________________________
Secretary’s Name ___________________________________________________
Treasurer’s Name___________________________________________________

➢ Is firm a partnership? _______Yes _______No

Provide:

Date of Organization ______________________________________________
Type of Partnership _________________________________________________
Name(s) of General Partners:

______________________________________________________________

______________________________________________________________
Is firm individually owned? _____ Yes _____ No
Provide:
Date of Organization ____________________________________________
Name of Owner ________________________________________________

Is firm other than those listed above? _____ Yes _____ No
If yes,
Describe organization and name the principals.
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

What is the prime service, product or function of firm?
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

Number of employees? ____________________________________________

Is the firm presently registered with the State of Maryland? ____Yes ____No
If yes, please list type of registration(s):
__________________________________________________________________

Average daily number of on-site employees to be assigned to this project as described in this Request for Proposal

TOTAL NUMBER:  Technician  _____________
                Helper  _____________

On separate attached sheet(s) of paper, list the names and describe previous experience by the overall Project Manager and the General Site Superintendent who will be assigned to the College’s project in cable installation of projects of similar size and scope.

Subcontractor References:
Attach a list of the three (3) most recent projects of similar scope, size and complexity to the work required by the College in this Request for Proposal. A minimum of two of the listed projects must be from the Washington Metropolitan area (Including Baltimore, Maryland or Frederick, Maryland). This list must include name; address; telephone number; contract person; location of work performed; description of project; value of work; indication of whether work took place in occupied facilities; name, address, telephone number, contact person of firm providing site monitoring.
I, hereby, certify that the information provided in this statement is true and correct to the best of my knowledge and belief.

(Company Name)

(Authorized Signature)

(Type or Print Signature Name)

(Title)

(Date)
SUBCONTRACTOR INFORMATION FORM

Bioscience Education Center
Phase 2 – Building, Gateway Signage and Road Construction
Germantown Campus

Trade: ___________________________

Name: ___________________________
Address: _________________________

Telephone: ________________________
Contact: ___________________________

Average Annual Work performed, in dollars, last three years: ________________________

List three representative projects of comparable size, scope and complexity, completed within
the last five years. For each project, indicate client name, project location, completion date,
size, cost and major features:

Project # 1
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

Project # 2
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

Project # 3
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
TELECOMMUNICATIONS SUBCONTRACTOR QUALIFICATION STATEMENT

Bioscience Education Center
Phase 2 – Building, Gateway Signage and Road Construction
Germantown Campus

PART 1 - SUBMITTAL REQUIREMENTS

1.1 Contractor must submit for College’s approval a complete Telecommunications Subcontractor Qualification Statement, including the following Questionnaire, prior to the start of work.

PART 2 - TECHNICAL QUALIFICATION REQUIREMENTS AND EVALUATION CRITERIA

2.1 The Telecommunications Subcontractor shall prepare a qualification statement that must address, at a minimum, the following areas of inquiry:

2.1.1 General Industry Experience:

Telecommunications Subcontractors are required to have engaged in cable installation at commercial, governmental or education institutional agencies within the Metropolitan Washington area (including Baltimore) for a period of not less than 3 years.

- State number of years in cable installation business.

2.1.2 Understanding of Industry and College Cabling Standards:

a. The Telecommunications Subcontractor MUST provide a statement demonstrating that they understand the scope of the work as outlined in this Request for Proposal.

- Submit relevant Understanding of Scope of Work statement.

b. The Telecommunications Subcontractor MUST describe the approach that they propose to use in fulfilling the College’s requirements including the Telecommunications Subcontractor’s understanding of Industry and College cabling standards.

- Submit relevant Project Approach statement.

2.1.3 Relevant Building-Wide Wiring Installation Experience:

The Telecommunications Subcontractor MUST provide evidence of its ability to perform building-wide wiring installations of copper cabling and Category 6 unshielded twisted pair (UTP) cabling, 62.5 multi-mode and single-mode optical fiber cabling in accordance with referenced standards contained within the contract documents.

- List three (3) prior project references that included requirements similar to those required in this contract, along with the location, contact person, current
telephone number, and a short narrative description detailing the scope of the project. Descriptions shall include wiring closet installation, wiring types, cable routes and supporting electrical installation (if any).

2.1.4 Sufficient, Qualified Staff:

Telecommunications Subcontractors shall have currently in their employ sufficient staff to provide the required work per specifications in this Request for Proposal, including sufficient qualified staff to accommodate a project that requires a minimum crew of two (2) people at the job site. A crew consists of a minimum of 1 qualified technician and 1 helper.

- State number of qualified support staff available to complete project as required.
- Include a brief description on a separate sheet, of personnel that will be assigned to work on project. Include copies of resumes, certifications, manufacturer training, technical schooling and background showing qualifications and length of current employment of field staff to be assigned to this contract with this statement.

2.1.2 Molex Certification:

Telecommunications Subcontractor shall possess a current Molex Premise Networks certification and be able to deliver to the College the 25 year Product System Performance and Application Assurance Warranty required by the contract documents. The Subcontractor shall have a minimum of two (2) Molex Certified installers as established by Molex Premise Networks, 695 Winding Stream Way #303, Odenton, MD 21113, assigned to this contract.

- Submit copies of Molex Certifications.

2.1.5 Sumitomo Certification:

a. The Telecommunications Subcontractor shall possess current certification in Sumitomo Electric – FutureFLEX Air Blown Fiber Infrastructure and be able to deliver to the College the 25 year manufacturers product warranty required by the contract documents.

- Submit copies of Sumitomo certifications.

b. The Telecommunications Subcontractor MUST employ two (2) engineers who possess ‘Design and Installation’ certification of Training from Sumitomo Electric Lightwave Corp. who are available to service this contract.

- Submit copies of Sumitomo certifications.
2.1.6 BICSI Certification:

The Telecommunications Subcontractor MUST employ on staff a minimum of one (1) BICSI certified RCDD designer and (1) BICSI LAN Specialist throughout the life of the contract.

- Submit copies of resumes, professional licenses, certifications, manufacturer training, technical schooling and background showing qualifications and length of current employment of field staff to be assigned to this contract.

2.1.7 Specific Testing Device Capability:

The Telecommunications Subcontractor MUST possess and demonstrate the ability to use both an Optical Time Domain Reflectometer (OTDR) and a Microtest Pentascanner or equivalent.

- Provide evidence of its ability to use these testing devices by submitting samples of reports in the manner required in the cable testing section of the contract documents.

2.1.8 Specific Termination Capability:

The Telecommunications Subcontractor, and/or any specified sub-subcontractor, MUST possess and demonstrate the ability to install and terminate the following: Belden (TRIAX cable), King (TRIAX Connectors), and Neutrik (XLR Connectors).

- List two (2) prior reference projects that included requirements similar to those listed above, along with the location, contact person, current telephone number, and a short narrative description detailing the scope of the project.

2.2 The Telecommunications Subcontractor shall complete the attached questionnaire and include it as an appendix to the Telecommunications Qualification Statement prepared for section 2.1.

2.3 The College shall be the sole judge in determining whether a Telecommunications Subcontractor is qualified. In evaluating the Telecommunications Subcontractor’s qualifications, consideration shall be given to items including, but not limited to, the reputation and experience of the Telecommunications Subcontractor, the quality of performance on previous contracts or services, either with the college or with other customers.

2.3 The Telecommunications Subcontractor may be contacted to clarify information contained in this Telecommunication Telecommunications Subcontractor Qualification Statement. The College is the sole judge regarding the qualification of the Telecommunications Subcontractor. The College’s decision will be final.

END TELECOMMUNICATIONS SUBCONTRACTOR QUALIFICATION STATEMENT
Questionnaire

The College reserves all rights as to the evaluation of any and all responses to the Telecommunications Subcontractor Qualification Statement and as to the final determination regarding Telecommunications Subcontractor qualification.

COMPLETE THE FOLLOWING. ATTACH ADDITIONAL SHEETS AS REQUIRED.

Company: __________________________ Contact: __________________________
Address: __________________________ Title __________________________
__________________________ Tel. No. _____________________________

Organization:

➢ How long has firm been in business under its present business name?

➢ Has firm ever Traded under any other name? ____Yes ____No

If yes, please list name(s) and address(s):

List Period of Time Trading Under this Name _________________________

➢ Is firm a corporation? _____Yes _____No

Provide:
Date of Incorporation ______________________________________________
State of Incorporation ______________________________________________
President’s Name _________________________________________________
Vice President(s) Name(s) __________________________________________
Secretary’s Name _________________________________________________
Treasurer’s Name _________________________________________________

➢ Is firm a partnership? _____Yes _____No

Provide:
Date of Organization ______________________________________________
Type of Partnership _______________________________________________
Name(s) of General Partners:

__________________________
__________________________
__________________________
Is firm individually owned? _______Yes _______No
Provide:
Date of Organization _______________________________________________
Name of Owner ________________________________________________

Is firm other than those listed above? _______Yes _______No
If yes,
Describe organization and name the principals.
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

What is the prime service, product or function of firm?
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

Number of employees? ______________________________________________

Is the firm presently registered with the State of Maryland? ____Yes ____No
If yes, please list type of registration(s):
__________________________________________________________________

Average daily number of on-site employees to be assigned to this project as described in this
Request for Proposal
TOTAL NUMBER: Technician ____________
               Helper ____________

On separate attached sheet(s) of paper, list the names and describe previous experience
by the overall Project Manager and the General Site Superintendent who will be assigned
to the College’s project in cable installation of projects of similar size and scope.

Subcontractor References:
Attach a list of the three (3) most recent projects of similar scope, size and complexity to
the work required by the College in this Request for Proposal. A minimum of two of the
listed projects must be from the Washington Metropolitan area (Including Baltimore,
Maryland or Frederick, Maryland). This list must include name; address; telephone
number; contract person; location of work performed; description of project; value of
work; indication of whether work took place in occupied facilities; name, address,
telephone number, contact person of firm providing site monitoring.
I, hereby, certify that the information provided in this statement is true and correct to the best of my knowledge and belief.

___________________________________________________
(Company Name)

___________________________________________________
(Authorized Signature)

___________________________________________________
(Type or Print Signature Name)

___________________________________________________
(Title)

___________________________________________________
(Date)
MINORITY PARTICIPATION FORM

Bioscience Education Center
Phase 2 – Building, Gateway Signage and Road Construction
Germantown Campus

CONTRACTORS SHALL COMPLETE THE FOLLOWING:

I HEREBY REPRESENT THAT OUR/MY FIRM IS __________

IS NOT ________

A MINORITY BUSINESS FIRM AS INDICATED BELOW (circle one):

African American (not Hispanic) _____ Hispanic _____ Asian ____
American Indian/Native American _____ Disabled _____ Female ____

INDICATE EXPECTED MINORITY PARTICIPATION FROM SELF-PERFORMED WORK,
AND/OR WORK PERFORMED BY SUBCONTRACTORS AND/OR VENDORS AS A
PERCENTAGE OF TOTAL CONTRACT PRICE:

Minority Participation Expectation: ______% of Total Contract Price

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
PROCUREMENT OFFICE QUESTIONNAIRE

Bioscience Education Center
Phase 2 – Building, Gateway Signage and Road Construction
Germantown Campus

MONTGOMERY COLLEGE
Procurement Office

RFP Number: ___________________________
RFP Title: ______________________________

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
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 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.

3 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.
4 LIQUIDATED DAMAGES

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. If the Contractor fails to achieve Substantial Completion of its Work on or before the date set for Substantial Completion of the Contract and as a result causes the Project to be completed after the date set for Substantial Completion of the Project as set forth in the Preliminary Project Schedule, liquidated damages shall be assessed against the Contractor in the amount of $5,000 per day for each calendar day that the Contractor delays Substantial Completion of the Project. 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. Where, under the contract, additional time is allowed for the completion of the work, the new time limits will be the essence of the contract.

5 CONTRACT DOCUMENTS

The Contract Documents are the Agreement, the Request for Proposal, Instructions to Contractors, Supplementary Instructions, the General Conditions of the Contract, 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 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".

6 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.

7 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.

8 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.
9 ACCEPTANCE AND FINAL PAYMENT

9.1 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.

9.2 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.

10 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
Vice President of Facilities & Security
Montgomery College
Office of Central Facilities
40 West Gude Drive, Suite 200
Rockville, Maryland 20850

b) For the Contractor: ____________________________
____________________________
____________________________
____________________________

11 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.
12 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.

13 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.

14 NONDISCRIMINATION

14.1 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.

14.2 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.

14.3 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.

14.4 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.
15 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.

16 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.

17 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.

18 ASSIGNMENT AND SUBCONTRACTING

18.1 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.

18.2 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.
19 INSURANCE

19.1 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: $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 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.

19.2 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.

19.3 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.
19.4 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.

19.5 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.

19.6 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.

20 SAVE HARMLESS

20.1 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.

20.2 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 the Subcontractor under workers or workmen's compensation acts, disability benefit acts and other employee benefit acts.

20.3 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.

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

21 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.
22 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.

23 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.

24 DELAY

24.1 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.

24.2 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.

25 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.

26 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.
27 CAPTIONS

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

28 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.

29 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.

30 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.

31 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 WHEREOF, the Contractor and the College have hereunto set their hands and seals the day and year first above written.

Montgomery Community College

By: DeRionne P. Pollard, Ph.D.
President

Date: ________________________________

Contractor

By: ________________________________

Date: ________________________________

Fed Tax I.D. No.: _______________________

Witness

Witness
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
Vice President of Facilities & Security

Date

Certify that funds are available for this Contract.

__________________________________________________________________________
Ruby Sherman
Interim Vice President of Finance/
Chief Financial Officer

Date

Contract No.
Account No.
Amount:


End of Form of Contract
This page is intentionally blank
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: \( \Box \) None \( \Box \) See Page 3

CONTRACTOR AS PRINCIPAL
Company: \( \Box \) Corporate Seal

SURETY
Company: \( \Box \) Corporate Seal

Signature:_______________________________________ Signature:______________________________
Name and Title:________________________________ 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.

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

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)
Signature:
Name and Title:
Address:

SURETY
Company:          (Corporate Seal)
Signature:
Name and Title:
Address:
PAYMENT BOND

Bioscience Education Center
Phase 2 – Building Construction
Germantown Campus

Use AIA Document A312, Payment Bond, A312-2010 edition, unless otherwise indicated
APPLICATION AND CERTIFICATE FOR PAYMENT

Bioscience Education Center
Phase 2 – Building Construction
Germantown Campus

Use AIA Document G702, Application and Certificate for Payment, with relevant attachments, latest edition, unless otherwise indicated.

AIA G703 Continuation Sheet(s) must separately identify labor, materials and equipment costs associated with each portion of the work as follows:

- Bioscience Education Center Building
- Gateway Signage
- Observation Drive East-West Roadway and Traffic Circle

Costs for General Conditions, Bonds, Insurance, Overhead and Profit do not need to be subdivided by portion of work, but may be reflected for the entirety of the project.
# 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, Supplementary Instructions, 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 Vice President of Facilities & Security 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. Notice to Proceed will be timely provided upon receipt of Contractor materials required before the start of work, including but not limited to performance, payment, labor and material bonds and insurance certificates.

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. Use of Named Materials

3.3.3.1. Where materials are specified by a name, or several names are specified, 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.

3.3.4. Use of Equivalent Materials

3.3.4.1. 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. A direct comparison of features and fit with the specified item must be included. 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.

3.3.5. Substitutions

3.3.5.1. Substitutions requests 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.

3.3.5.2. Requests for substitutions of products, materials or processes other than those specified shall be submitted in writing to the College's Project Manager and 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; and (3) will be acceptable in consideration of the required design and artistic effect. 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. A direct comparison of features and fit with the specified item must be included. The substitution request shall state the credit or extra, if any, involved with the use of such material. The burden of proof shall be upon the Contractor.

3.3.5.3. 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.

3.3.5.4. 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.

3.3.5.5. The College may reject a proposed substitution without cause.
3.3.6. Required List of Materials and Equipment

3.3.6.1. 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 schedule, manage and monitor all warranty call-backs requested by the College and 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.

3.7.1.2. Notice to Proceed will be timely provided upon receipt of Contractor materials required before the start of work, including but not limited to performance, payment, labor and material bonds and insurance certificates. 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 subject to review and approval by the College’s Project Manager.

(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. Conformance Documents

3.8.1.1. The College may issue conformance documents, incorporating all Addenda issued during the bid/proposal period into the Contract Documents, for the Contractor’s convenience at the start of Work. It is the Contractor’s sole responsibility to verify the accuracy of the conformance documents. At the Contractor’s election, conformance documents may serve as the basis for Progress Documents. 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. In the event of a discrepancy between the conformance documents and the Contract Documents, the Contract Documents shall govern.

3.8.2. Progress Documents

3.8.2.1. 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.
3.8.3. Record Documents

3.8.3.1. 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.

3.8.3.2. 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 submittals 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.

3.10.3.3. When requested, Contractor shall provide a detailed adjacent work coordination plan indicating information including schedule of activities, limits of disturbance, sequence of construction, access points and their management, barriers, interface with controls such as fire alarm, security or building automation systems operation, for areas that directly interface with or are affected by the Work.

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, including the location, size and material of all water, sanitary sewer, storm sewer, gas, electric, telephone, data, fiber, cable television, duct banks, steam and chilled water utilities within the project area, shall be recorded by the Contractor’s surveyor and referenced to a campus benchmark provided by the College, which is in Maryland State Plane NAD83(NSRS2007) horizontal datum; NAVD88 vertical datum.

Indicate rim and invert elevation of sanitary sewers, storm sewers and storm water management structures. For all sub-surface utility lines on the site, locate the first connection to the off-site system. The horizontal and vertical location of all subsurface utilities must be measured directly prior to backfill. Locations shall be recorded on project progress documents. Electronic record documentation, in Autocad format, is required at project close-out.

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 best 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 “Indemnites”) from any claims, loss, costs, damages or other expenses suffered or incurred by the Indemnites, 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 Indemnites in any action or suit brought against any of the Indemnites 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 Vice President of Facilities & Security 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 Vice President of Facilities & Security, 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 Vice President of Facilities & Security 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 Vice President of Facilities & Security, the Vice President of Facilities & Security' decision shall be considered to be conclusive and final unless within thirty days from the date of the Vice President of Facilities & Security' 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 Vice President of Facilities & Security' decision, the Vice President of Facilities & Security' 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 Vice President of Facilities & Security 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.
4.5.4. 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, but 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, but 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, but not to exceed 5% of the Subcontractor's labor, materials and equipment cost.

Sample Maximum Mark-Up Calculation:

A. Subcontractor’s cost (LME) = A
   (includes direct costs of Subsubcontractors and/or suppliers)
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 Maximum 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 4.5.

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 Vice President for Facilities & Security.
- 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.

(Montgomery College General Conditions 000700-39)
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, including assessment of progress compared to scheduled completion 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
   - Property Damage: $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.

9.2.2. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

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, as soon as practicable but no later than within five calendar days, inform the College of this occurrence in writing.

9.2.4. 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 a rising 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
SUPPLEMENTARY CONDITIONS

Bioscience Education Center
Phase 2 – Building Construction
Germantown Campus

PART 1 – RESPONSIBILITIES OF THE ARCHITECT/ENGINEER

1.1 At section 000700, General Conditions, Article 2, add paragraph 2.3.2 as follows:

2.3.2 Division of Responsibility for Work assigned to separate Architect/Engineer teams

2.3.2.1. Separate Architect/Engineer teams are responsible for different portions of the Work. Each Architect/Engineer, together with the College, shall manage its portion of the work as indicated in 2.3.1 and elsewhere in the contract documents.

Work portions and prime responsible A/E consultants are as follows:

A. Bioscience Education Center Building:
   The Lukmire Partnership
   2700 South Quincy Street, Suite 300
   Alexandria, VA  22206
   703-998-0101

B. Gateway Signage:
   Einhorn Yaffe Prescott
   1000 Potomac Street, NW
   Washington, DC  20007
   202-471-5000

C. Observation Drive East-West Road and Traffic Circle:
   A. Morton Thomas & Associates, Inc.
   27500 Twinbrook Parkway
   Rockville, MD  20852
   301-881-2545

D. Project Quality Control Team Manager and Bioscience Education Center Building Commissioning Authority:
   BKM
   1423 Darkview Road, Suite 500
   Baltimore, MD  21209
   410-323-0600

PART 2 – RESPONSIBILITIES OF THE CONTRACTOR

2.1 With regard to section 000700, General Conditions, Article 3, paragraph 3.1.2., Contractor is advised that the Montgomery County Special Inspection Program (SIP) process applies to this project.
PART 3 – CONTRACTOR’S ADMINISTRATION AND SUPERVISION OF THE WORK

3.1 With regard to section 000700, General Conditions, Article 3, paragraph 3.2.1.1., Contractor shall add subparagraph (a), as follows:

(a) In addition to satisfying obligations to provide competent, qualified and adequate staff, the College expects the Contractor’s core management staff to include, at a minimum, the following personnel roster at the percentage of time rates indicated, from the start of work through Final Completion. Reasonable alternative staffing plans, providing equivalent competent and qualified project management oversight, will be considered upon request:

- Project Executive 30%
- Senior Project Manager 100%
- Senior Superintendent 100%
- Assistant Project Manager/Engineer 100%
- Quality Control Manager 100%
- Commissioning Manager 25% at start of work increasing to 100% at commencement of pre-functional testing

PART 4 – MATERIALS, LABOR, EQUIPMENT AND PROCESSES

4.1 With regard to section 000700, General Conditions, Article 3, paragraph 3.3.1.3:

(a) Contractor is advised that Prevailing Wage Rates prescribed by the US Department of Labor, Davis-Bacon Act apply to the entirety of this project. Maryland Department of Labor, Licensing and Regulation (DLLR) reporting procedures, reflecting Davis-Bacon Act wage rates, apply to the entirety of this project.

(b) The project specific wage rates are enclosed with this section of the contract documents.

(c) Contractor is advised that a US Department of Energy grant funds a portion of the Observation Drive East-West Road and Traffic Circle portion of the Work. Additional federal reporting procedures will apply.
PART 5 – PERMITS AND LICENSES

5.1 With regard to section 000700, General Conditions, Article 3, replace paragraph 3.6.1 as follows:

3.6.1 Contractor is advised that the scope of work requires various permits issued by the Department of Permitting Services, related agencies, and public utilities. The College will be responsible for filing for, obtaining and paying fees required to for these permits, as follows:

Maryland Department of the Environment (MDE)
   Notice of Intent

Maryland – National Capital Park and Planning Commission (M-NCPPC)
   Forest Conservation Plan

Montgomery County Department of Permitting Services (DPS)
   Building Permit (Building)
   Building Permit (Gateway Signage), if required
   Building Permit for Retaining Walls (Observation Drive)
   Sediment and Erosion Control Permit
   ROW Permit for Stabilized Construction Entrance
   ROW Permit for Storm Drain and Paving

Montgomery County Department of Transportation (DOT)
   Street Lighting Plan Approval
   Maintenance of Traffic Approval (if required)

Public Utilities
   Washington Suburban Sanitary Commission (WSSC)
      System Development Charge
      System Extension Permit
      On-site Utility Permit
   PEPCO
      User Fees (for permanent work only)
   Washington Gas
      User Fees (for permanent work only)

The Contractor will be responsible for filing for, obtaining and paying any fees associated with any and all licenses, trade or other permits and inspection services required for the execution and completion of the Work as indicated in the Contract Documents. The cost for such fees shall be included in the Contractor’s price proposal. 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.

Contractor is advised that additional Public Utility Bond requirements will apply; refer to supplementary conditions associated with section 000700, General Conditions, Article 9.
PART 6 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

6.1 Insert paragraph 3.9.0 at the beginning of Article 3, paragraph 3.9, as follows:

3.9.0. According to the requirements otherwise listed below, Contractor shall separately manage shop drawings, product data and samples for the different portions of Work such that each Architect/Engineer receives the information pertaining to their respective portion.

PART 7 – REQUESTS FOR INFORMATION

7.1 Insert paragraph 4.2.0 at the beginning of Article 4, paragraph 4.2, as follows:

4.2.0. According to the requirements otherwise listed below, Contractor shall separately manage requests for information for the different portions of Work such that each Architect/Engineer receives requests for information pertaining to their respective portion.

PART 8 – SITE VISITS

8.1 Insert paragraph 4.3.0 at the beginning of Article 4, paragraph 4.3, as follows:

4.3.0. According to the requirements otherwise listed below, Contractor shall accommodate site visit and observation requirements performed by separate Architect/Engineers for different portions of the Work.

PART 9 – SCHEDULE OF VALUES

9.1 Add the following sentence to the end of 000700, General Conditions, Article 7, paragraph 7.1.1:

The Schedule of Values shall be divided to reflect the separate portions of the Work in order to facilitate review by each separate Architect/Engineer.

PART 10 – PROGRESS PAYMENTS

10.1 Replace 000700, General Conditions, Article 7, paragraph 7.2.1.1 with the following:

7.2.1.1. No later than the 25th day of each month, the Contractor shall submit to the College’s Project Manager a draft 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. The College’s Project Manager, together with the Architect/Engineers responsible for each portion of the Work, will review the draft Application and recommend its approval or prepare a list of any revisions necessary. The Contractor shall submit finalized Applications for Payment promptly. Applications for Payment not timely submitted, not submitted on an original form, or containing erroneous information, or missing the required supporting documentation, shall not be processed until required corrections are made and any missing information or documentation is provided. 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 and then submitted for processing by the College’s Finance office.

(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.

PART 11 – ACCEPTANCE OF THE WORK AND FINAL PAYMENT

11.1 Insert paragraph 7.3.2.0 at the beginning of Article 7, paragraph 7.3.2, as follows:

7.3.2.0. According to the requirements otherwise listed below, Contractor shall accommodate substantial completion and final inspection requirements performed by separate Architect/Engineers for different portions of the Work.

PART 12 – INSURANCE AND BONDS

12.1 Add paragraph 9.3, PUBLIC UTILITY BONDS, as follows:

9.3 PUBLIC UTILITY BONDS

9.3.1. Contractor is advised that performance, labor and material payment and two-year maintenance bonds will be required by the WSSC public utility authority, for public and private sewer and water work, in addition to bonds otherwise required by the College.

Contractor shall file for, obtain and post these public utility bonds.

A cost Allowance for these bonds is identified on the Price Proposal Form as specific costs are not yet known.

End of Supplementary Conditions
General Decision Number: MD120081 02/17/2012  MD81
Superseded General Decision Number: MD20100137
State: Maryland
Construction Type: Building
County: Montgomery County in Maryland.
BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number | Publication Date
-------------------|------------------
0                  | 01/06/2012
1                  | 01/13/2012
2                  | 01/20/2012
3                  | 02/17/2012

ASBE0024-007 10/01/2010
Rates Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR..................$ 31.79  14.73
Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER (Removal of hazardous material from ceilings, floors, mechanical systems, and walls)..............$ 18.85  7.10

BRMD0001-006 05/01/2011
Rates Fringes
TILE SETTER......................$ 25.29  9.89

BRMD0001-009 05/01/2011
Rates Fringes
TILE FINISHER.....................$ 20.48  8.74

BRMD0001-011 05/01/2011
Rates Fringes
BRICKLAYER (Excluding Pointing, Caulking and Cleaning).....................$ 27.21  7.76

BRMD0001-012 05/01/2011
Rates Fringes
MASON - STONE .................$ 32.88  13.99

CARP0132-017 05/01/2011
Rates Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Metal Stud Installation and Form Work).......$ 26.74  7.45

CARP1831-002 04/01/2011
MILLWRIGHT.......................$ 30.24 7.65
ELEC0026-021 09/01/2008

Rates Fringes

ELEC0026-022 06/01/2011

Rates Fringes

ELECTRICIAN (Including low
voltage wiring for and
installation of alarms, HVAC
controls).........................$ 39.75 3+13.10+a


ELEC0026-021 09/01/2008

Rates Fringes

ELEVATOR MECHANIC..............$ 39.70 23.535+a+b


b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0077-018 05/01/2010

Rates Fringes

OPERATOR: Bulldozer..........$ 29.92 7.87+a
OPERATOR: Loader
Front End Loaders 3 1/2
cubic yards and above.......$ 30.63 7.87+a
Front End Loaders Below 3
1/2 cubic yards..............$ 29.92 7.87+a


IRON0005-005 06/01/2009

Rates Fringes

IRONWORKER, STRUCTURAL AND
ORNAMENTAL.....................$ 28.83 13.295

IRON0201-006 05/01/2009

Rates Fringes

IRON0201-006 05/01/2009

Rates Fringes

IRONWORKER, REINFORCING.....$ 25.20 14.33

LABO0657-017 09/05/2011

Rates Fringes

LABORER: Mason Tender -
Cement/Concrete...............$ 20.88 6.47
LABORER: Pipelayer..............$ 20.88 6.47

* PAIN0051-014 01/01/2012

Rates Fringes

GLAZIER
Glazing Contracts $2
<table>
<thead>
<tr>
<th>Description</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>million and under.</td>
<td>$ 23.92</td>
<td>9.11</td>
</tr>
<tr>
<td>Glazing Contracts over $2 million</td>
<td>$ 26.64</td>
<td>9.11</td>
</tr>
<tr>
<td>PAIN0051-019 01/01/2012</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rates</td>
<td>Fringes</td>
<td></td>
</tr>
<tr>
<td>PAINTER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brush, Roller, Spray and Drywall Finisher/Taper</td>
<td>$ 24.14</td>
<td>8.91</td>
</tr>
<tr>
<td>Industrial</td>
<td>$ 27.18</td>
<td>8.91</td>
</tr>
<tr>
<td>PLAS0891-005 07/01/2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rates</td>
<td>Fringes</td>
<td></td>
</tr>
<tr>
<td>PLASTERER</td>
<td>$ 27.66</td>
<td>5.82</td>
</tr>
<tr>
<td>PLAS0891-006 05/01/2010</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rates</td>
<td>Fringes</td>
<td></td>
</tr>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER...</td>
<td>$ 27.15</td>
<td>9.58</td>
</tr>
<tr>
<td>PLAS0891-008 08/01/2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rates</td>
<td>Fringes</td>
<td></td>
</tr>
<tr>
<td>PLASTERER (Fireproofing Including Sprayer, Mixer, and Handler)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handler</td>
<td>$ 15.00</td>
<td>3.89</td>
</tr>
<tr>
<td>Mixer/Pump</td>
<td>$ 17.00</td>
<td>3.89</td>
</tr>
<tr>
<td>Sprayer</td>
<td>$ 21.50</td>
<td>3.89</td>
</tr>
<tr>
<td>PLUM0005-010 08/01/2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rates</td>
<td>Fringes</td>
<td></td>
</tr>
<tr>
<td>PLUMBER</td>
<td>$ 38.17</td>
<td>15.50+a</td>
</tr>
<tr>
<td>a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLUM0602-011 08/01/2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rates</td>
<td>Fringes</td>
<td></td>
</tr>
<tr>
<td>PIPEFITTER (Including HVAC Pipe and System Installation)</td>
<td>$ 37.62</td>
<td>17.22+a</td>
</tr>
<tr>
<td>ROOF0030-016 05/01/2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rates</td>
<td>Fringes</td>
<td></td>
</tr>
<tr>
<td>ROOFER</td>
<td>$ 26.60</td>
<td>8.98</td>
</tr>
<tr>
<td>SFMD0669-001 04/01/2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rates</td>
<td>Fringes</td>
<td></td>
</tr>
<tr>
<td>SPRINKLER FITTER (Fire Sprinklers)</td>
<td>$ 29.95</td>
<td>17.00</td>
</tr>
<tr>
<td>SHEE0100-015 07/01/2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rates</td>
<td>Fringes</td>
<td></td>
</tr>
<tr>
<td>SHEET METAL WORKER (Including HVAC Duct Installation)</td>
<td>$ 37.09</td>
<td>13.61</td>
</tr>
<tr>
<td>* SUMD2010-091 08/04/2010</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classification</td>
<td>Rates</td>
<td>Fringes</td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
<td>--------</td>
<td>---------</td>
</tr>
<tr>
<td>LABORER (Metal Building Erection Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Common or General</td>
<td>$14.15</td>
<td>2.30</td>
</tr>
<tr>
<td>Grade Checker</td>
<td>$16.00</td>
<td>2.90</td>
</tr>
<tr>
<td>Landscape</td>
<td>$9.23</td>
<td></td>
</tr>
<tr>
<td>Mason Tender - Brick</td>
<td>$13.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Mason Tender - Stone</td>
<td>$14.03</td>
<td>0.00</td>
</tr>
<tr>
<td>Mason Tender for Pointing, Caulking and Cleaning</td>
<td>$13.21</td>
<td></td>
</tr>
<tr>
<td>Mortar Mixer</td>
<td>$16.61</td>
<td>9.08</td>
</tr>
<tr>
<td>POINTER, CAULKER, CLEANER,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement</td>
<td>$19.19</td>
<td>0.00</td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asphalt Roller</td>
<td>$21.35</td>
<td>5.38</td>
</tr>
<tr>
<td>Backhoe</td>
<td>$19.82</td>
<td>5.02</td>
</tr>
<tr>
<td>Bobcat/Skid Loader</td>
<td>$18.05</td>
<td>8.78</td>
</tr>
<tr>
<td>Boom</td>
<td>$21.44</td>
<td>8.29</td>
</tr>
<tr>
<td>Crane</td>
<td>$20.95</td>
<td>6.18</td>
</tr>
<tr>
<td>Excavator</td>
<td>$20.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Forklift</td>
<td>$16.00</td>
<td>5.12</td>
</tr>
<tr>
<td>Gradall</td>
<td>$20.50</td>
<td>8.42</td>
</tr>
<tr>
<td>Grader/Blade</td>
<td>$14.50</td>
<td>5.18</td>
</tr>
<tr>
<td>Paver</td>
<td>$17.47</td>
<td>6.36</td>
</tr>
<tr>
<td>Roller excluding Asphalt</td>
<td>$17.60</td>
<td>3.88</td>
</tr>
<tr>
<td>TERRAZZO WORKER/SETTER</td>
<td>$19.94</td>
<td>6.54</td>
</tr>
<tr>
<td>TRUCK DRIVER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dump Truck</td>
<td>$15.90</td>
<td>1.12</td>
</tr>
<tr>
<td>Tractor Haul Truck</td>
<td>$17.87</td>
<td>9.98</td>
</tr>
</tbody>
</table>

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

**Union Identifiers**

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.
Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

---------------------------------

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

================================================================