

PROJECT MANUAL

FACS Classrooms Domestic Water Piping Replacement BID #068.23.B3

HOWARD COUNTY PUBLIC SCHOOL SYSTEM 10910 Clarksville Pike Ellicott City, Maryland 21042

| ISSUE DATE: | Wednesday, February 8, 2023 | | |
|---------------------------|---|--|--|
| SEALED BID FOR: | FACS Classrooms Domestic Water Piping Replacement | | |
| BID NUMBER: | Bid #068.23.B3 | | |
| PRE-BID DATE: | Tuesday, February 14, 2023 at 10:00 AM | | |
| PRE-BID ACCESS: | Join on your computer or mobile app | | |
| | Click here to join the meeting | | |
| | Or call in (audio only) | | |
| | +1 301-960-8312,,750885827# United States, Silver Spring | | |
| _ | Phone Conference ID: 750 885 827# | | |
| SITE VISIT: | Tuesday, February 14, 2023 at 3:00 PM | | |
| I AST DATE & TIME FOR | Tuesday, February 21, 2023 at 10:00 AM in writing | | |
| QUESTIONS: | Submit To: Kristal Burgess at Kristal_Burgess@hcpss.org | | |
| RESPOND DATE: | Wednesday, March 1, 2023 | | |
| RESPOND TIME: | 1:00 P.M. | | |
| PURCHASING SPECIALIST: | Ms. Kristal Burgess phone: 410-313-6723 fax: 410-313-6789 email: Kristal_Burgess@hcpss.org | | |

Engineer/Architect: M S Engineers, Inc. 10260 Old Columbia Rd, Suite A Columbia, MD 21046



SECTION 00200

NOTICE TO BIDDERS – INVITATION TO BID #068.23.B3

FACS CLASSROOMS DOMESTIC WATER PIPING REPLACEMENT

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM 10910 CLARKSVILLE PIKE ELLICOTT CITY, MD 21042

The Howard County Public School System requests your quote to: Provide cold, hot water, hot water recirculation piping, fittings and fixtures in the Family and Consumer Services (FACS) classroom as noted in the bid documents at the following locations:

- 1. Elkridge Landing Middle School (ELMS)
- 2. Folly Quarter Middle School (FQMS)
- 3. Hammond Middle School (HMS)
- 4. Murray Hill Middle School (MHMS)

See included contract documents (drawings and specifications) prepared by MS Engineers, Inc. dated January 6, 2023.

Bid documents may be obtained on **Wednesday**, **February 8**, **2023** at the Howard County Department of Education, Purchasing Office website <u>https://purchasing.hcpss.org/business-opportunities</u>. It is the

responsibility of the bidder to print documents/drawings to scale.

A site visit will be offered at Folly Quarter Middle School, 13500 Triadelphia Rd, Ellicott City, MD 21042 on Tuesday, February 14, 2023 at 3:00 PM. The Engineer and HCPSS Project Manager will explain the scope of the project and answer questions about the bidding documents that will assist in the preparations of bids. Attendance is not mandatory but strongly recommended and will assist the Owner in evaluating bids to determine if the bid can be considered responsive and/or responsible. All interested bidders should meet outside the front entrance of the school prior to 3:00 PM and then will be escorted by school staff to the site.

A Pre-bid teleconference to be attended by all bidders will be held on Tuesday, February 14, 2023 at 10:00 AM. Directions to join conference are as follows; Join on your computer or mobile app <u>Click here</u> to join the meeting Or call in (audio only) +1 301-960-8312,, <u>750885827</u># United States, Silver Spring Phone Conference ID: 750 885 827# Howard County Public School System staff will explain the scope of work and answer any questions about the bidding specifications that will assist in the preparation of bids. Attendance is not mandatory, however, it is highly recommended.

All questions shall be directed, in writing, no later than 10:00 AM, Wednesday, February 21, 2023 to Kristal Burgess, Procurement Specialist, <u>Kristal Burgess@hcpss.org</u>. The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are bidders, including third party vendors or their staff, to contact any other HCPSS Staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. Bidders failing to comply with this requirement may be disqualified.

Proposal shall be submitted electronically via email in their entirety (all pages) in PDF format no later than Wednesday, March 1, 2023 at 1:00 P.M. to <u>BidsandProposals@hcpss.org</u>. Proposals that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a zip file. To ensure delivery, if file size cumulatively exceed 75MB, it is recommended that bidders submit separate emails labeled No.1, No.2, etc.

Email subject lines, Folder names and File names shall include: "Bid Number, 068.23.B3 and Company Name". In the body of the email please include Bidder's contact person's email and cell phone number for contacting purposes if/when necessary.

Due to the current HCPSS COVID-19 safety measures in place, the bid opening will not be open to the public. Sealed bids will be opened electronically by the Purchasing Officer after the due date and time. The Purchasing Officer shall provide the bid results via a bid tab to be posted on the school system website within a reasonable time after the bid opening for all bidders to review.

It is the bidders sole responsibility to regularly visit the HCPSS Purchasing web site listed above to download and acknowledge receipt of all Addenda. It is highly recommended that bidders ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any bidder to receive any such Addenda or interpretation may not relieve such bidder from obligation under his/her proposal as submitted.

The Howard County Public School System reserves the right to waive any informalities in, or to reject any or all bids.

Instructions pertaining to the Performance and Materials Payment Bond requirements are contained in the bid documents.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

There is no MBE Goal.

Contractors are required to register on eMaryland Marketplace Advantage at <u>eMaryland Marketplace</u> <u>Advantage (eMMA)</u> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland. If you have any questions or need assistance, contact their help desk at <u>emma.helpdesk@maryland.gov</u> or call (410)767-1492.

Kristal Burgess Procurement Specialist



NO BID REPLY FORM

| Sealed Bid for: | FACS Classrooms Domestic Water Piping Replacement |
|--------------------------------------|--|
| Bid Number: | Bid #068.23.B3 |
| Bidder: | |
| To assist us in a an invitation, but | obtaining good competition on our request for bids, we ask that each firm that has received It does not wish to bid, state their reason(s) below. |
| Unfortunately, | ve must offer a "No Bid" at this time because: |
| 1. | We do not wish to bid under the terms and conditions of the Bid document. Our objections are: |
| 2. | We do not feel we can be competitive. |
| 3. | We cannot submit a bid because of the marketing or franchising policies of the manufacturing company. |
| 4. | We do not wish to sell to The Howard County Public School System. Our objections are: |
| 5. | We do not sell the item(s)/service(s) requested in the specific specifications. |
| 6. | Other: |

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END OF SECTION

AIA Document A701[®] – 2018

Instructions to Bidders

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

THE OWNER:

(Name, legal status, address, and other information)

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

TABLE OF ARTICLES

- 1 DEFINITIONS
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- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:

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

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

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

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

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ARTICLE 1 DEFINITIONS

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

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201-2007 Edition and as modified by Howard county Public School System or other Contract Documents as applicable to the Bidding Documents.

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

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

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

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. (*Paragraphs deleted*)

The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

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

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

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

(Paragraph deleted)

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

(Paragraphs deleted)

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

§ 3.3 SUBSTITUTIONS

(Paragraph deleted)

§3.3.1.Bids shall be based upon the materials, systems and equipment required by the bidding documents without exception. Proposed substitute products or manufacturers shall be submitted in accordance with the following provisions:

a. No substitutions will be considered prior to receipt of bids. The Contract award will be made solely on the basis of Base bid, Alternate Bids with regard to proposed substitutions and deducts when requested.

b. Bidders may propose substitutions for the materials, systems and equipment specified or whom by listing them in the space provided on the Form of Proposal, along with any stipulated cost adjustment (add. deduct or no change) in the Base Bid or Alternate bids. Proposed substitutions may be accepted with the award of the contract or later by the Owner.

c. Provide all necessary backup data for proposed substitutions at time of bid for review by Owner.

d. The Architect will evaluate all substitutions based on compliance with the environmental goals stated in the specifications. All proposed substitutions shall document and demonstrate meeting or exceeding LEED certification requirements through product data, MSDS sheets and other supporting literature that highlight conformance. Any substitution that does not have this information highlighted will be rejected.

§ 3.3.2 It is the responsibility of the bidder to provide documentation with the bid at the date and time set forth for submission. The burden of proof that proposed substitutes are in fact equal or better falls on the bidder and proof must be to the satisfaction of HCPSS. The HCPSS shall be the sole authority as to whether proposed substitute items meet specifications or are an approved equal. The HCPSS decision of approving or disapproving of a proposed equal shall be final.

(Paragraphs deleted)

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

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(Paragraphs deleted)
§ 3.4 ADDENDA
§ 3.4.1 Addenda will be (Paragraphs deleted)
posted on the school system website.

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

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

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

ARTICLE 4 BIDDING PROCEDURES § 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents. Submit Form of Proposal (Bids) in triplicate.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium. If blanks do not apply insert "O" in spaces.

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

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

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

(Paragraphs deleted)

§4.1.6 All addenda shall be acknowledged on the Form of Proposal

§ 4.2 BID SECURITY

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

- **4.2.2** Bonds shall be written by a bonding company that must be licensed with Maryland Insurance Administration to do business in the state of Maryland and otherwise acceptable to the Howard County Public School System. The Contractor shall use Bond Form provided by the Owner AIA 310 Bid Bond, in order to satisfy the Bond requirements referenced in this Article and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney in an amount not less than required.
- **4.2.3** The bonding company furnishing the Bid Bond shall provide upon request to the Purchasing Department, the following statement, signed by an authorized representative for the bonding company: As surety for (Name of

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Contractor), (Name of Bonding Company), hereby agrees to furnish the 100% Performance, Labor and Materials Bonds, as required by the specifications for the (Name of Project), on behalf of the Contractor, in the event that such firm be the successful bidder for this project. Failure to provide this statement may be cause to reject submitted bid.

§ 4.2.4 Bid Bond shall be in the amount of 5% of the Base Bid.

(Paragraph deleted)

§ 4.2.5 The apparent low bidder, upon notification, shall provide to the Owner/ Purchasing Office within 24 hours three
 (3) references of successfully completed projects from General Contractors and/or Construction Managers and/or Owners. Failure to provide these references will be cause to reject the submitted bid.

(Paragraphs deleted)

§ 4.2.6 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either

(a) the Contract has been executed and bonds, if required, have been furnished, or

(b) the specified time has elapsed so that Bids may be withdrawn or

(c) all Bids have been rejected.

§ 4.2.7 To protect the public interest the Owner may request a D & B (Dun & Bradstreet ®) report on the apparent low bidder. D & B rating less than A shall be cause for rejection of bid by Owner.

§ 4.2.8 Owner reserves the right to request from apparent low bidder financial statements for the firm for up to 3 fiscal years..

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1

(Paragraphs deleted)

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

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

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

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

(Paragraph deleted)

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

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

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

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for

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(Paragraphs deleted)

the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

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

§ 5.2 REJECTION OF BIDS

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

§ 5.3 ACCEPTANCE OF BID (AWARD)

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

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

ARTICLE 6 POST-BID INFORMATION

(Paragraphs deleted)

§ 6.3 SUBMITTALS

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

.1

(Paragraphs deleted)

names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

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

(Paragraphs deleted)

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

(Paragraph deleted)

§7.1 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1.1 The Contractor shall furnish a Performance Bond and Labor and Materials Payment Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder and complying with the requirements of

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Maryland Law. Both bonds shall be in the amount of one hundred percent (100%) of the Contract amount and shall name the Howard County Board of Education as Obligee.

§ 7.1.2 Bonds shall be written by a bonding company that must be licensed with MD Insurance Administration to do business in the State of Maryland and otherwise acceptable to the Howard County Public School System. The Contractor shall use Bond Forms provided by the Owner AIA Document A312 - 2010 Performance Bond and AIA Document A312 - 2010 Labor and Material Payment Bond, in order to satisfy the Bond requirements referenced in this Article.

§ 7.1.3 Owner reserves the right to request from Contractor financial statements for the firm for up to prior 3 fiscal years.

§ 7.1.4 To protect the public interest the Owner may request a D & B report on the Contractor. Should the D & B rating fall below the awarded rating, Contractor shall advise Owner of his corrective measures.

§ 7.1.5 Firms issuing said bonds must be licensed to write bonds in the State of Maryland. The Contractor shall pay the premiums for required bonds. Obtainage of the required bonds by Contractor shall be a condition precedent to effectuation of the Contract between Owner and Contractor. If additional work is authorized, the amounts of the bonds shall be increased to cover the value of the increased Contract sum. All bonds shall conform to the requirements of the Maryland Little Miller Act. All bonds shall be subject to Owner's approval.

(Paragraphs deleted)

§ 7.1.6 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.

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

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner with the executed contract and dated with the date of contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312-2010, Performance Bond and Labor and Material Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

(Paragraph deleted)

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101-2007 edition as modified by Howard County Public School System, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

(Table deleted) (Paragraphs deleted) (Paragraphs deleted)

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SECTION 003000 FORM OF PROPOSAL

FACS CLASSROOMS DOMESTIC WATER PIPING REPLACEMENT Four Middle Schools BID #068.23.B3

| Date: | Owner: | Board of Education of Howard County Maryland 10910 Clarksville Pike Ellicott City, MD 21042 Tel (410) 313-6723 |
|-------------|---------------------|--|
| Contractor: | Engineer/Architect: | MS Engineers, Inc 10260 Old Columbia Rd. Suite A Columbia, MD 21046 |

The undersigned, having carefully examined the Bid Announcement and Bid Documents proposes to furnish all specified materials and specified equipment in strict accordance with the aforesaid documents for the Lump Sums as follows:

BASE BID

1. Complete installed cost for the Controls Upgrade at Murray Hill MS and all appurtenances, as indicated on the drawings, specifications and addenda.

TOTAL PROJECT COST – FACS Classrooms Domestic Water Piping Replacement

Elkridge Landing Middle School/ Folly Quarter Middle School/ Hammond Middle School/

Murray Hill Middle School

\$_____

Please indicate below your Total Base Bid amount in words:

and ---- /100 Dollars.

NOTE: Bid Form shall reflect bids for the project as shown in the Contract Specifications and addenda. Substitutions shall be included in the section "Proposed Substitutions."

* Note: References to Architect will also include Engineer in all bid documents.

EQUIPMENT AND MANUFACTURERS

All bidders on the project are hereby required to name at time of bid the manufacturer name to be provided as part of their bid in accordance with the contract documents.

Controls Upgrade

Manufacturer:

PROPOSED SUBSTITUTIONS

Proposed substitutions shall be submitted in accordance with Instructions to Bidders, see Section 00100 Instructions to Bidders, Article 3, Bidding Documents, 3.3 Substitutions. Bids will be considered on systems, processes, or products of manufacturers other than those cited if accompanied by detailed technical specifications for each item, catalogs, test reports, brochures, and other descriptive literature and supporting data, sufficient in detail to permit evaluation of the proposed substitution without further reference.

| Proposed Substitutions | Price Change |
|------------------------|--------------|
| | \$ |
| | \$ |
| | \$ |

<u>SUBCONTRACTORS</u>: Bidders are hereby required to name the subcontractors as part of their bid package.

| Name of Com | pany |
|-------------|------|
|-------------|------|

Type of Work

REFERENCES

Bidders are hereby required to list three references for whom similar work has previously been performed within the last three years:

| Name: | |
|------------------|--|
| Address of Site: | |
| Nature of Job: | |
| | |

| Person to contact: | | , | ····· | |
|--|-------------------------------------|--------|------------------|----------|
| Telephone: | | | | |
| Name: | | | | |
| Address of Site: | | | | |
| Nature of Job: | | | | |
| Person to contact: | | | | |
| Telephone: | | | | |
| Name: | | | | |
| Address of Site: | | | | |
| Nature of Job: | | | | |
| Person to contact: | | | | |
| Telephone: | | | | |
| Name of company Street Address | | ye | ars in business | |
| City | State | | Zip | |
| Telephone # | Fax # | | | |
| CONTRACT ADMINISTRATOR | | | | |
| Name | | Title | | |
| Address | | Phone | | |
| Cell phone | | e-mail | | |
| FACS Classrooms Domestic Wate Four Middle Schools | er Piping Replacement Page 15 of | 175 | Form of Proposal | 003000-3 |

Bid #068.23.B3

ADDENDA

Receipt of the following addenda is acknowledged:

| Addendum No | Dated | Addendum No | Dated |
|-------------|-------|-------------|-------|
| Addendum No | Dated | Addendum No | Dated |
| Addendum No | Dated | Addendum No | Dated |

WARRANTY TO THE LUMP SUM

The undersigned affirms that the above base bid and alternates represents the entire cost of the project in accordance with the bid documents and that no claim will be made on account of any increase in wage, scales, material prices, taxes, fasts, cost indexes or any other rate affecting the construction industry and/or this project.

If the undersigned received written notice of the acceptance, at his designated address, within sixty (60) days after bid opening (or later if bid has not been withdrawn), the undersigned agrees to execute and deliver a contract and bonds in accordance with the bid as accepted, within seven (7) days after receiving notice, or forfeit the amount of the bid bond.

AFFIDAVIT

Special Instructions: An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents and insert answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

| l, | , being duly sworn, depose and state: |
|----------------------------------|---|
| 1. I am the | (officer) and duly authorized |
| Representative of the firm named | whose address |
| is | and that I possess the authority to make this |

affidavit and certification on behalf of myself and the firm for which I am acting.

- 2. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, employees, agents, or employees of agents who are directly involved in obtaining or performing contracts with any public bodies has:
 - (a.) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state of the federal government;
 - (b.) Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - (c.) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;

- (d.) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
- (e.) Been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
- (f.) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
- (g.) Been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
- 3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

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

(you may attach an explanation as necessary)

- 4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, <u>Annotated Code of Maryland</u>, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
- 5. I affirm that this proposal or bid to the Board of Education of Howard County Maryland is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County Maryland may terminate any contract awarded and take any other appropriate action.
- 6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has a continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the owner shall constitute breach of contract.

Upon submission of a revised affidavit, the owner has the right to take such actions as may be necessary, in the judgment of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.

I DO SOLEMINLY DECLARE AND AFFIRM under the penalties of penalties that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, <u>Annotated Code of Maryland</u>, and the Non-Collusion Certification in compliance with requirements of the Board of Education of Howard County Maryland, and that I am executing and submitting this Form of Proposal on behalf of and <u>with full authority</u> by the bidder named below.

| (Cirrente at Didday) | (Dete) | | |
|--|-------------------------------|---------------|----------|
| | (Dale) | | |
| (Print Name of Bidder) | (Title of Bidder) | | |
| SUBSCRIBED AND SWORN to before me on this | _ day of | | _, 2023. |
| NOTARY PUBLIC | | | |
| Name | Seal: | | |
| My Commission Expires | | | |
| (Legal Name of Company) | | | |
| (Address) | | | |
| (City) (State) | | (Zip) | |
| (Telephone) (Fax) | | | |
| (E-mail address) | | | |
| Contractor's License Number # | | | |
| We are/I am licensed to do business in the State of Mar ()Corporation ()Partnership | ryland as a: ()Individual | () Other | |
| eMaryland Marketplace Advantage (eMMA)#: _ | | | |
| FACS Classrooms Domestic Water Piping Replacement | Forr | n of Proposal | 003000-6 |

Four Middle Schools Bid #068.23.B3

AIA Document A101° – 2017

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

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

in the year 2021

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

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

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

The Architect: (*Name, address and other information*)

The Owner and Contractor agree as follows. **TABLE OF ARTICLES**

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

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications

ADDITIONS AND DELETIONS:

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

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

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

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issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

Contract Package:

Alternate No.:

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

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

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement, that shown on the Progress Schedule.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than The respective dates applicable to this Contract as indicated on the Progress Schedule. The fully developed Progress Schedule issued by Architect/Owner, and hereby fully incorporated into this Agreement, contains

Portion of Work 100 % Complete

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

. Liquidated Damages in the sum of one thousand (\$1000.00) for each calendar day shall be assessed for any delays in achieving Substantial Completion, except as noted in Article 8 of the General Conditions of the Contract for Construction. "Substantial Completion" as defined in Article 9.8 of the General Conditions of the Contract for Construction. In addition to Liquidated Damages for delay, as provided above, the Owner shall be entitled to such other damages for breach of contract as more fully provided in the General Conditions for Construction.

(Paragraph deleted) (Table deleted) (Paragraphs deleted) ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract including Alternates and Substitutions the Contract Sum shall be:

\$.... (\$),

subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: Alternate Numbers:

N/A

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

(Table deleted) (Paragraphs deleted) (Table deleted) (Paragraph deleted) § 4.3 Unit prices, if any: (Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

ltem

As listed in the Form of Proposal;

(Paragraphs deleted) (Table deleted) (Paragraphs deleted) ARTICLE 5 PAYMENTS § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

Contractor shall submit to the Architect on the last day of each month a draft of a Standard Monthly Contractors Requisition for Payment, on AIA Document G702 – 1992 and AIA Document G703 – 1992

(Paragraphs deleted)

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%)
- .2 Portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);

(Paragraphs deleted) § 5.1.7 Deleted

(Paragraphs deleted)

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows: As described in the General Conditions for the Contract of Construction.

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§ 5.1.9 Deleted § 5.2 FINAL PAYMENT

§ 5.2.1 1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor in accordance with Paragraph 9.10 of the General Conditions for Contract.

§ 5.2.2 Deleted

(Paragraphs deleted) ARTICLE 6 DISPUTE RESOLUTION § 6.1 (Paragraphs deleted) As specified in Contract Documents

(Paragraphs deleted) § 6.2 Deleted

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007 and modifications made by Howard County Public School System.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007 and modifications made by Howard County Public School System.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 and modifications made by Howard County Public School System or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

(Paragraphs deleted) § 8.6 Delete:

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(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is the executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997 and modifications made by Howard County Public School System.

§ 9.1.2 The General Conditions are the 2007 edition of the General Conditions of the Contract for Construction, AIA Document A201-2007and modifications made by Howard County Public School System.

§ 9.1.3 Delete

§ 9.1.4 The Specifications:

(Paragraph deleted)

The Specifications are those contained in the Project Manual, and are as follows: Title of Specifications exhibit: As listed in Table of Contents of Project Manuel dated:

§ 9.1.5 The Drawings:

The Drawings are as follows, and are dated

unless a different date is shown below:

(Table deleted)

Title of Drawings exhibit: As listed in the Schedule of Drawings of the Contract Title of Drawings exhibit:

(Table deleted)

§ 9.1.6 The Addenda, if any:

| M | | m | h | ٥r | |
|----|---|---|----|----|--|
| 11 | u | ш | IJ | er | |

Date

Pages

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

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

(Paragraph deleted)

As listed in the Project Manual.

ARTICLE 10 **INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

Type of insurance or bond As listed in the Project Manual

(Paragraphs deleted)

init. 1

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This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

CONTRACTOR

Board of Education of Howard County

(A Body Politic and Corporate)

(Signature)

(Signature)

Chao Wu, Chair (SEAL)

(Printed name and title)

(SEAL)

Approved by:

Michael J. Martirano, Ed. D., Superintendent of Schools

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$\mathbf{W} \mathbf{AIA}^{\circ}$ Document A310 – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

(Row deleted)

As Principal, hereinafter called the Principal, and a corporation duly organized under the laws of the State of as Surety, hereinafter called the Surety, are held and firmly bound unto

As Obligee, hereinafter called the Obligee, in the sum of Dollars (\$

\$..... for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, or heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents.

OWNER

Howard County Public School System 10910 Clarksville Pike Ellicott City, MD, 21042

WHEREAS the Principal has submitted a bid for

PROJECT:

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

ADDITIONS AND DELETIONS:

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

NOW, Therefor, if the Obligee shall accept the bid of Principal and the Principal shall enter into a Contract with the Obligee in accordance with the term of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. (Paragraph deleted)

Init. 1

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(Witness)

(Contractor as Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)

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SECTION 00601 INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

1.1 - The Contractor shall not commence Work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Board of Education of Howard County Maryland; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of Education of Howard County Maryland of original, signed certificates of insurance or, alternately, at the Board of Education of Howard County Maryland's request, certified copies of the required insurance policies.

1.2 - The Contractor shall require all Subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and Workers' Compensation and employers' liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish Subcontractors' certificates of insurance to the Board of Education of Howard County Maryland immediately upon request.

1.3 - All insurance required hereunder shall include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Board of Education of Howard County Maryland."

The phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.4 - No acceptance and/or approval of any insurance by the Board of Education of Howard County Maryland shall be construed as relieving or excusing the Contractor, or the Surety, or his bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 - The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Board of Education of Howard County Maryland, its agents and employees.

1.6 - The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contractor assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the Work by the Board of Education of Howard County Maryland.

1.7 - Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Board of Education of Howard County Maryland shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Board of Education of Howard for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all

on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

1.9 - Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Board of Education of Howard County Maryland. The Contractor shall be fully responsible to the Board of Education of Howard County Maryland for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.10 - Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its Subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 - If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Board of Education of Howard County Maryland, may be considered. Written requests for consideration of alternate coverages must be received by the Board of Education of Howard County Maryland at least ten Working days prior to the date set for receipt of bids or proposals. If the Board of Education of Howard County Maryland county Maryland denies the request for alternate coverages, the specified coverages will be required to be submitted.

1.12 - All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the Board of Education of Howard County Maryland. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board of Education of Howard County Maryland grants specific approval for an exception.

1.13 - The Board of Education of Howard County Maryland will consider any deductible amounts as part of its review of the financial stability the Contractor. Any deductibles shall be disclosed by the Contractor, and deductible amounts are the responsibility of the Contractor.

2 - Contractor's Liability Insurance - "Occurrence" Basis:

2.1 - The Contractor shall purchase the following insurance coverages:

2.1.1 - Commercial general liability with a minimum limit of \$1,000,000 per occurrence, \$1,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;
- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage must be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

2.1.2 - Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$1,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

2.1.3 - Workers compensation with statutory benefits as required by Maryland law or the U. S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$100,000 per accident, \$100,000 per employee for disease, and a \$500,000 disease policy limit.

2.1.4 - Total limit requirements of 2.1.1, 2.1.2 and 2.1.3 may be met by a combination of primary and umbrella excess liability coverage.

3 - Commercial General or Other Required Liability Insurance - "Claims Made" Basis

3.1 - If commercial general or other liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors' or Subcontractors' Work under this contract, or

ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.



Payment Bond

CONTRACTOR: (Name, legal status and address) SURETY:

(Name, legal status and principal place of business)

OWNER: (Name, legal status and address)

CONSTRUCTION CONTRACT Date:

Amount: \$

Description: (Name and location)

BOND Date: (Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL Company (Corporate Seal) Signature Name and Title: (Any additional signatures appear on the last page of this Payment Bond.) SURETY Company (Corporate Seal) (Row deleted) Signature Name and Title:

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Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Drawings and Specifications prepared by: (Architect name and address)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract. LABOR AND MATERIAL PAYMENT BOND

Now therefore, the condition of this obligation is such that, if Principal shall promptly make payment to all claimants as hereinafter defined. For all labor and material used or presumably required for use in the performance of the Contract, then this obligation shall be void: otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1. A claimant is defined as one having a direct contract with the principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- 2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute the suit for final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- 3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than on having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety(90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b) After the expiration of one (1) year following the date on which Principal ceased Work on seaside Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - Other than in a state court of competent jurisdiction in and for the county or other political C) subdivision of the state in which the Project, or any part thereof, is situated, or in the United

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States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens with may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

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

| CONTRACTOR AS PRINCIPAL | | SURETY | |
|-------------------------|------------------|----------|------------------|
| Company: | (Corporate Seal) | Company: | (Corporate Seal) |

Signature:

Name and Title: Signature: Name and Title:

Address:

Address:

(Table deleted) (Paragraphs deleted)

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Performance Bond

CONTRACTOR: (Name, legal status and address)

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

OWNER: (Name, legal status and address)

CONSTRUCTION CONTRACT Date: Amount: \$ Description: (Name and location)

BOND Date:

(Not earlier than Construction Contract Date)

Amount: \$

| Modification | is to this Bond: | NONE | SEE SECTION 16 |
|--------------------------|-------------------------------------|------------------------|------------------|
| CONTRACT COMPAN Y: | OR AS PRINCIPAL (Corporate Seal) | SURETY COMPAN Y: | (CORPORATE SEAL) |
| SIGNATU Re: | | SIGNATU RE: | |
| NAME AND TITLE: | | NAME AND TITLE: | |

IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS PREPARED BY: (HERE INSERT FULL NAME AND ADDRESS OR LEGAL TITLE OF ARCHITECT)

(Table deleted)

Init. 1

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any alteration of extension of time made by the Owner.

Whenever Contractor shall be, and declare by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the contract in accordance with is terms and conditions, or

2. Obtain a bid or bids for competing the Contract in accordance with is terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contactor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this day of

(Witness)

(Principal)

(Seal)

(Witness)

(Title)

(Table deleted) (Paragraphs deleted)

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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name and address)

THE ARCHITECT: (Name and address)

- TABLE OF ARTICLES
- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS § 1.1 BASIC DEFINITIONS § 1.1 THE CONTRACT DOCUMENTS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Wherever in the Specifications there appears a reference to a "Contractor" or the "Subcontractor" or a reference to a Contractor, installer or supplier of a particular trade, or for a particular type of Work, such reference, regardless of the language hereof shall be deemed a reference to the Contractor and shall not be construed as relieving the Contractor from the duty to perform all of the Work and other obligations provided under the Contract.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings.. Unless otherwise indicated, the Architect shall be deemed the author of the Specifications and other documents prepared by the Architect. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owners copyrights or other reserved rights. The Drawings, Specifications, and other documents are and shall always be the property of the Owner, and the Owner shall retain all common law, statutory, and other reserved rights in addition to copyright.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the Board of Education of Howard County Maryland identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 2 The Contractor understands that the Board of Education of Howard County, Maryland, is a public agency, and no mechanics' liens are permitted against its property.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Deleted

§ 2.2.2 Except for permits and fees, including those required under Section 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction,

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site to the extent reasonably required for execution of the Work and requested by the Contractor in writing within one (1) month of the date of Contract. The Owner does not warrant or undertake responsibility for the location of utilities or the accuracy of tests concerning the soil, surface, and subsurface conditions.

§ 2.2.4 Information or services under the Owner's control shall, be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

(Paragraph deleted)

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§ 2.2.5Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, Three (3) sets of copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

§2.3.1 If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. This right shall be in addition to an not in restriction or derogation of the Owners' rights under Section 4.3.4 and under Article 14 of the General Conditions.

§2.3.2 If unforeseen conditions occur or are encountered which may substantially impair the quality of the Work unless the Work is suspended, the Owner may suspend the Work by notice in writing to the Contractor. In the event of such a suspension, Contractor shall be entitled only to payment for work actually completed up to and including the date on which the work was suspended by the Owner. In any event where the Contractor reasonably determines that a suspension is required in such circumstances, the Contractor shall promptly notify in writing the Owner and Architect of such determination. In the event the Owner agrees to suspend the work, the Contractor shall only be entitled to payment for work actually completed up to and including the date on which the work was suspended.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, upon written notice to the Contractor at the

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conclusion of the above referenced seven day period without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. , upon written notice to the Contractor at the conclusion of the above referenced seven-day period, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's and their respective consultants' additional services and expenses made necessary by such default, neglect or failure. At the election of the Owner, the first written notice to the Contractor to correct defective work may also contain written notice that if the defective work or other specified cause for termination is not corrected, cured, or remedied to Owner's satisfaction, then Owner may issue a written notice to Contractor at the end of the above reference seven (7) day period terminating the Contractor's employment under the Contract pursuant to Article 14 of these General Conditions. In the event the Owner elects to terminate the Contractor's employment under this Contract, the Contractor shall only be entitled to payment for work under the Agreement actually completed by the Contractor up to the date of Contractor's termination, less deductions for: (1) the cost of correcting any deficient or defective work, including compensation for the Architect and their respective consultant's additional services and expenses made necessary by the Contractor's defective work, default, neglect, or failure to perform under this Contract; (2) damages incurred by the Owner as a result of the Contractor's breach, including but not limited to costs to finish the work and damages for delay, if any, in completing the work under the Contract; and (3) actual reasonable attorney's fees incurred by the Owner in obtaining legal advice, counsel, and/or representation relating to the issues of Contractor's breach of contract, defective work, default neglect, or failure to perform and Owner's legal options relating thereto as well as any other reasonable attorney's fees due to Owner under other provisions of this Contract; and (4) such other amounts due and owing to Owner under the terms and conditions of the Contract documents. In the event the Contractor is terminated pursuant to Article 14.2, the Contractor shall not be entitled to any remaining funds under the Contract after the date of termination except as specifically provided above, and subject to the availability of funds after all work is completed. All remaining unpaid funds in the Contract as of the Contractor's termination date shall be the sole and exclusive property of the Owner, and the Contractor shall be paid by the Owner at the conclusion of all work under the Contract as provided above, but only to the extent that there are funds remaining after all payments have been made to complete the work under the Contract and to compensate the Owner as provided above in the four (4) enumerated deductions in this Article 2.4.1. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR § 3.1 GENERAL

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§ 3.1.1 . 1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the contractor who executes each separate Contractor Agreement.

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 The Contractor warrants that it has made itself familiar with the Project site and obtained all information required by the Contractor concerning the conditions of the Project site including but not limited to soil, surface, and subsurface conditions, legal descriptions and surveys of the Project site, and the location of utilities and the improvements to be constructed. The Contractor shall continue to carefully study and compare the Contract Documents with each other and with information obtained by Contractor by his own investigation and tests and shall at once report to the Owner and Architect errors, inconsistencies, or omissions discovered. These obligations are for

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the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require. If the Contractor performs any construction activity with either actual knowledge or constructive knowledge that it involves an error, inconsistency, or omission in the Contract Documents, the Contractor shall assume liability for such performance and costs for correction.

§ 3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect. If the Contractor performs any construction activity with either actual knowledge or constructive knowledge that it involves an error, inconsistency, or omission in the Contract Documents, the Contractor shall assume liability for such performance and costs for correction.

§ 3.2.3 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect. If the Contractor performs any construction activity with either actual knowledge or constructive knowledge that it involves an error, inconsistency, or omission in the Contract Documents, the Contractor shall assume liability for such performance and costs for correction.

§ 3.2.4 Delete.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, . The Contractor shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

§ 3.3.4 All inspections required by law shall be obtained by the Contractor, including but not limited to those required by law to be obtained by the Owner, and no failure of the Owner to obtain such inspection shall constitute a waiver of Contractor's obligation hereunder. The Contractor shall notify the Owner of any application for inspection required to be executed by the Owner.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Delete

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§3.4.4 By law, all school sites are drug, alcohol, and tobacco free, and Contractor shall ensure that all workers on the job site comply with the said law.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of excellent quality and new unless otherwise required or permitted by the Contract Documents, that the Work shall be performed in an excellent manner and shall be free from defects, and that the Work shall conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received. The Owner will not reimburse the Contractor for the cost of elective permits, which the Contractor chooses to secure in conjunction with its means and methods of executing the work, or for any offsite permits.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 The Contractor shall review the Contract Documents to ascertain that the Contract Documents are to the best of the Contractor's knowledge in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. The Contractor shall promptly notify the, Architect and Owner in writing, of any variance therewith, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 If the Contractor performs Work contrary to laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

(Paragraph deleted) § 3.8 Deleted

(Paragraphs deleted) § 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Project conference meeting minutes shall constituted Owner's request in writing. The Owner shall have the right to require the Contractor

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to replace any superintendent whose performance the Owner deems to be unsatisfactory, and the Contractor's failure to do so within seven (7) days of having received written notice from the Owner as to the Superintendent's unsatisfactory performance shall constitute a breach of Article 14.2.1, thereby giving the Owner the right to terminate the Contractor's employment under this Contract.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall promptly prepare and submit for the Owner's and Architect's approval a proposed Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, but shall not extend the original completion date and shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare and keep current, for the Architect's/Owners review, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

(Paragraph deleted)

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner in good condition upon completion of the Work and before final payment is made and shall be executed by the Contractor certifying that they have been kept in accordance with the provisions of this subparagraph and accurately reflect the construction of the Work as built.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

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

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals,. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor

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except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

(Paragraph deleted)

§3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect and Owner engaged Testing Agencies access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor. The Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees and litigation expenses incurred by the Owner, and arising out of or resulting from performance of the Work, defective work, default, neglect, and or failure to perform under the Contract. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Engineer or the Architect's or Engineer's authorized representative.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a new Architect whose status under the Contract Documents shall be that of the former Architect.

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§ 4.2 ADMINISTRATION OF THE CONTRACT

(Paragraph deleted)

§ 4.2.1. The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one or two year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's networks of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive, review for completeness and forward to the Owner, records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

§ 4.2.10 Delete

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance by the Contractor

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. Under no circumstances shall the Contractor subcontract any portion of the work under the Contract Documents to any person or entity in which the Contractor (including any officer and/or stockholder of the Contractor) has an ownership interest. Under no circumstances shall the Contractor assign or otherwise contract with another person or entity to assume the Contractor's obligations and duties as Contractor under these Contract Documents

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Within thirty (30) days of the award of the Contract, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection. Subcontractors, required to be named on the Bidding Documents, shall be used on the Work for which they are proposed, unless reasonable objection is indicated by the Owner, or the Architect.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected without approval of the Owner.

§ 5.3 SUBCONTRACTUAL RELATIONS

§5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2, or stoppage of the Work pursuant to Article 2.3, and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing;

(Paragraphs deleted)

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§5.5 PAYMENTS TO SUBCONTRACTORS

§5.5.1 The Contractor shall pay each subcontractor upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of each Subcontractor's work less the percentage retained for payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to its Sub-subcontractors.

§5.5.2 If the Owner fails to approve a Requisition for Payment for a cause which the Owner determines is the fault of the Contractor and not the fault of a particular Subcontractor, or if the Contractor fails to make a payment which is properly due to a particular Subcontractor, the Owner may pay each Subcontractor directly less the amount to be retained under the Subcontract. Any amount so paid by the Owner shall be repaid to the Owner by the Contractor in the manner set forth in Subparagraph 2.4

§5.5.3 The Owner shall have no obligation to pay or see to the payment of any monies to any Subcontractor. Nothing contained in Article 5.5 shall be deemed to create any rights in any Subcontractor against the Owner.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

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§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

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

(Paragraph deleted) § 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor.

§ 6.2.4 The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

(Paragraph deleted) § 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall not relieve the Contractor of obligations under the contract. .

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§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 an amount of the adjustment, if any, in the Contract Sum; and
- .3 the extent of an adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

(Paragraphs deleted)

§ 7.3.9When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 CHANGE ORDERS

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§ 7.4.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:

- .1 change in the Work; and/ or
- .2 an amount of the adjustment, if any, in the Contract Sum; and/or
- .3 the extent of an adjustment, if any, in the Contract Time.

§ 7.4.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.5 MINOR CHANGES IN THE WORK

§ 7.5.1 The Architect with concurrence from the Owner 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 purposes of the building and the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§8.2.4 Should the progress of the Work be delayed by any fault, neglect, act or omission of the Contractor or any person or firm employed by him or should it be necessary to complete the Work within the time permitted for the Contractor's work, the Contractor shall, at its own cost and expense, work such overtime as may be necessary to make up for all time lost and to avoid delay in completion of the Work. The Contractor shall compensate the Owner for and hold him harmless against any and all costs, expenses, reasonable attorney's fees, losses, liability, and damages that the Owner may sustain or incur by reason of such delay.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

(Paragraph deleted)

§ 8.3.1. Requests for extension of completion time due to conditions over which the Contractor has no control, will be reviewed by the Owner after written application is made to the Architect for a time extension. Any request for any extension of time is to be made within 21 days of occurrence of conditions which, in the opinion of the Contractor

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warrant such an extension, with reasons clearly stated and detailed proof given for all delays beyond the Contractor's control. No time extension will be allowed except by written and specific approval of the Owner. Delays beyond the Contractor's control may include: an act or neglect of the Owner's own forces, Architect, any of the other Contractors, or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, or by delay authorized by the Owner.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

(Paragraph deleted) ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Requisition for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Requisitions for Payment.

§ 9.3 3 REQUISISTION FOR PAYMENT

§ 9.3.1 The Contractor shall prepare and submit three original copies to the Architect on the 25th day of each month itemized "Requisition for Payment" (IAC PSCP Form 306.4 Standard Contractor's Requisition for Payment and such other forms as may be designated by Owner) for operations completed in accordance with the Schedule of Values for the value of the work completed or anticipated to be completed through the last day of such month, including the value of material suitably stored at the Project Site or other approved locations as provided in Subparagraph 9.3.2, less the aggregate of any previous payments and retainages and less retainages required by the Contract Documents. No change in the Contract Sum shall be made by Contractor on any Requisition for Payment without an approved Change Order. Faxed Requisitions for payment will NOT be accepted.

At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

(Paragraphs deleted)

§ 9.3.2 As provided in Section 7.3.8, such Requisitions may include requests for payment on account of changes in the Work which have been properly authorized by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.3 Such Requisitions may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

9.3.4 Upon completion of fifty percent (50%) of the work and provided that the Contract work is on schedule and the Contractor's performance is deemed by the Owner to be satisfactory, the Owner may at his discretion decline to withhold further retainage on the remainder of the work to be billed. If Project schedules are not pursued diligently, or if the Contractor's work is at any time deemed by the Owner to be unsatisfactory, the withholding of the further retainage up to ten percent (10%) of the Contract value may be reinstated by the Owner at its discretion. If the Contractor intends to request a reduction of retainage as stated above, the Contractor must submit a request 30 days prior to invoicing the Owner for a reduction. A consent of surety to a reduction of retention along with a justification of the progress on the job in relation to the overall Project must be submitted. A complete labor and material schedule of values for all aspects of the work must also be submitted with the request for approval.

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§ 9.3.5 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. When the Requisition for Payment includes material or equipment stored off the Project site, the Contractor shall include with the requisition a certified statement including

1. Description of items,

2. Bill of Sale,

- 3. Location of storage facility and delivery receipt,
- 4. Items are currently covered by all contractual requirements, including liability and fire insurance,

5. Items, or any part thereof will not be installed in other construction projects other than work under this Contract.

§ 9.3.6 The Contractor warrants that title to all Work covered by a Requisition for Payment shall pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of a Requisition for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. Contractor, Subcontractors, materials uppliers, or encumbrances claimed by Contractor, Subcontractors, materials and lod Owner harmless from any liens, claims, security interests, or encumbrances claimed by Contractor, Subcontractors, materials and/or equipment relating to the Work and from all costs and expenses, including reasonable attorney's fees, incurred by Owner in connection therewith.

§ 9.3.7 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.8 Deleted

§ 9.3.9The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

§ 9.4.2 The Architect shall endeavor to obtain approval by the Owner, and Contractor of the draft Requisition for Payment. If approval is obtained, the Architect shall notify the Owner, and Contractor, and shall issue a Project Certificate of Payment. The Contractor shall then submit five (5) copies of the agreed upon Requisition for Payment to the Architect which shall be signed by the Contractor, Owner, and Architect, and shall be notarized. If approval is not obtained of the draft Requisition for Payment, the Architect shall notify the Contractor of non-approval. The Architect shall issue a Project Certificate for Payment to the Owner with a copy to the to the Contractor for such amounts as the , Architect, and Owner determine are properly due.. The Contractor shall then submit a Requisition for Payment pursuant to such Project Certificate for Payment, if any, in five (5) copies based on the Architect's determination. The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner,

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based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has

(1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work,

(2) reviewed construction means, methods, techniques, sequences or procedures,

(3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or

(4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.4.3 In any event, where the Owner, and Architect do not certify payment or withhold certification to any extent, the Contractor shall nonetheless continue to perform the Work fully.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

(Paragraphs deleted)

§9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

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

(Paragraph deleted)

§ 9.6 PROGRESS PAYMENTS

(Paragraphs deleted)

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§ 9.6.1The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.2The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

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§ 9.6.3The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.4 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.1, 9.6.2 and 9.6.3.

§ 9.6.5 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.6 Under no circumstances shall the Contractor assign to any person or entity the Contractor's right to receive payment under the Contract Documents, unless the Contractor has received express, prior written consent of the Owner, which consent specifically identifies the identity of such assignee. Nothing contained in these Contract Documents shall require the Owner to approve such an assignment of payments by the Contractor to a third party.

§ 9.6.7 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.7 FAILURE OF PAYMENT

§ 9.7.1.If the Architect should fail to issue notice of approval or disapproval within fourteen (14) days of Owner's receipt of the Contractor's draft Requisition for Payment, or if, through no fault of the Contractor, the Architect does not issue a Project Certificate for Payment within seven (14) days after receipt of the Owner's approval or disapproval of the draft Requisition for Payment, the Contractor may file a claim against the Owner for payment as provided in Article 15.

§ 9.8 SUBSTANTIAL COMPLETION

(Paragraph deleted)

§9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use; i.e., when the Owner is granted a "Use and Occupancy Permit" by Howard County and other Authorities having jurisdiction.

§ 9.8.2 When the Architect, and Owner agree that the project has reached "Substantial Completion" as set forth in Paragraph 9.8.1 and is on schedule, and it appears that there are no complications or problems in completing the job, the retainage may be reduced to five percent (5%) at the Owner's discretion.

9.8.3 Except as stated in Paragraph 9.8.2 after the payment due the Contractor at Substantial Completion has been made by the Owner, no other payment shall be made until the Project has been fully completed and the Contract fully performed.

(Paragraph deleted)

§ 9.8.4 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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§ 9.8.5 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.6 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.7 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Requisition for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect

(1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,

(2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner,

(3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,

(4) consent of surety, if any, to final payment with AIA Form; and

(5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner and release of liens on the "Contractor's Affidavit of Release of Liens and Payment of Debts and Claims" AIA Form;

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(6) all records, Drawings and Specifications, Addenda, Change Orders, and other modifications maintained at the site under the Subparagraph 3.11 all warranties, instructions, and maintenance manuals required. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien or claim . If such lien or claim remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees incurred by Owner. Final payment to the Contractor shall not become due until all close-out documents have been properly submitted to and received by the Architect through the Construction Manager and certified to the Architect and delivered by the Architect to the Owner and all warranty work has been fully completed.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4

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(Paragraphs deleted) Deleted

§ 9.10.5 5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Requisition for Payment.

The making of final payment shall, after the Date of Substantial Completion of the Project, constitute a waiver of all claims by the Owner except those arising from:

1. Unsettled claims.

2. Faulty or defective work appearing after Substantial Completion of work,

3. Failure of the work to comply with the requirements of the Contract Documents,

4. Terms of any special warranties required by the Contract Documents; and

5. Reasonable attorney's fees, court costs, and litigation expenses incurred by the Owner in prosecuting any such claims against the Contractor or in defending against any claims against the Owner arising out of the Contract and the work thereunder.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY, INJURY OR DAMAGE TO PERSON OR PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- employees on the Work and other persons who may be affected thereby; .1
- the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, .2 under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2., except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not load or permit any part of the construction site to be loaded so as to endanger its safety or the safety of persons or property. The Contractor shall protect adjoining properties, streets, walkways, sidewalks, and paths.

10.2.8 The Contract shall protect excavation and structures from damage by rain, water, ground water, or water from any other source. The Contract shall use tarpaulins, pumps, or other temporary protection to afford protection.

10.2.9 The Contractor shall provide constant protection to maintain work, materials, apparatus, and fixtures free from injury and damage by rain, snow, wind, storms, frost, or heat and shall cover work likely to be damaged at the end of each day's work.

10.2.10 The Contractor shall remove work damaged due to failure to provide specified protection and replace such removed work at no additional cost to the Owner.

10.2.11 Material Safety Data Sheets: Contractor shall provide Material and Data Safety Sheets on all items prior to commencement of Work. The Contractor shall designate a common location on the construction site where all independent contractors or employers shall have a chemical information list before the commencement of work.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

(Paragraph deleted)

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

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§ 10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately.

§ 10.3.3 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

(Paragraphs deleted)

§ 10.4 EMERGENCIES

(Paragraph deleted)

§ 10.4.1 In any case of an emergency, the Contractor shall immediately notify the Architect and the Owner by the most expeditious means available, followed by a Fax, or written notice, explaining the situation and actions taken.

§ 10.4.2 Additional compensation or extension of time will not be considered or permitted for emergencies arising from delay, damage, or loss as stipulated in 8.2.4 and 10.2.5 or other applicable provisions.

ARTICLE 11 INSURANCE AND BONDS

§11.2 GENERAL INSURANCE REQUIREMENTS

§11.2.1 The Contractor shall not commence Work until the Contractor has obtained at the Contractor's own expense all of the insurance as required under this Contract and until such insurance has been approved by the Owner. The Contractor shall not allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Owner of original certificates of insurance signed by authorized representatives of the insurers or, at the Owners request, certified copies of the required insurance policies. Additionally, the Contractor must submit with the original certificates or certified policies, the enclosed Contractor's Insurance Checklist form (See Construction Insurance Check List attached to and incorporated into this Contract as Exhibit A.) completed by the Contractor and each of the Contractor's Insurance Agents or Contractor's Insurers (one form for each agent or insurer if multiple agents or insurers write the Contractor's coverages).

§11.2.2 Insurance as required under this Contract shall be in force throughout the term of this Contract and for two years after final acceptance of the Project by Owner. Original certificated signed by authorized representatives of the insurers or, at the Owner's request, certificated copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Owner throughout the term of the Contract and for two years after final acceptance of the Project by Owner.

§11.2.3 The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance and umbrella excess or excess liability insurance to the same extent required of Contractor in Sections 11.3.1.1 through 11.3.1.4 of this Contract unless any such requirement is expressly waived or amended by the Owner in writing. The Contractor shall furnish Subcontractor's certificates of insurance to the Owner immediately upon request.

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§11.2.4 All insurance policies required under this Contract shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until sixty (60) days prior written notice has been given to the Owner. Therefore, the phrases "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

§11.2.5 Acceptance and/or approval of any insurance by the Owner shall not be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract or the Contract documents.

§11.2.6 If the contractor does not meet the insurance requirements of this Contract, the Contractor shall be in default under this Contract, and all default remedies shall be available to the Owner; moreover, no Work shall commence without such insurance, and, if Work has commenced, it shall cease immediately until the insurance requirements have been met or unless the Owner orders in writing that Work shall commence with specified alternate insurance as determined in the sole and absolute discretion of the Owner and set forth in the written order to commence or return to work signed by the Owner. The Contractor may forward a written request to the Owner for a waiver in writing of the insurance requirement(s) not met or for approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Owner denies the request, the Contractor shall comply with the insurance requirements as specified in this Contract or be held in default under this Contract. The Owner shall have the sole and absolute discretion to grant or deny such a request for a waiver, and the Owner's decision shall be final and binding upon all parties and shall not be subject to appeal or review.

§11.2.7 All required insurance coverages must be underwritten by insurers licensed to do business in the State of Maryland and acceptable to the Owner. The insurers must also have a policyholders' rating of "A" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best company, unless Owner grants specific written approval for an exception. The Owner hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

§11.2.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor and shall be subject to Owner's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

§11.2.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Owner by the Contractor in connection with this Contract shall belong to and be payable to the Owner.

§11.2.10 If the Owner is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required in this Contract, then the Contractor shall be in default under this Contract, shall bear all liability for all damages incurred, and shall be subject to the remedies under Article 14.

§ 11.2.11Owner's Liability Insurance

§11.2.11.1 Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance, or solely at the Owner's option, the Owner may self-insure the Owner's liability exposures.

§11. 3 Contractor's Liability Insurance

§ 11.3.1 The Contractor shall purchase and maintain the following insurance coverages which will insure against claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone, directly or indirectly, employed by any of them, or by anyone for whose acts any of them may be liable. Insurance shall be written for not less than the limits specified below or required by law, whichever is greater.

§11.3.2 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$ 1,000,000 each occurrence;

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- \$ 1,000,000 personal and advertising injury;
- \$ 2,000,000 general aggregate; and

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\$ 2,000,000 products/completed operations

aggregate.

This insurance shall include coverage for all of the following:

- i. General aggregate limit applying on a per project basis;
- ii. Liability arising from premises and operations;
- iii. Liability arising from the actions of independent contractors;
- iv. Liability arising from products and completed operations with such coverage to be maintained for two years after final acceptance of the project by the Owner;
- v. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- vi. Liability arising from the explosion, collapse, or underground (XCU) hazards.

(Paragraph deleted)

§11.3.3 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance, or use of any auto; and
- ii. Automobile contractual liability.

§11.3.4 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 each accident for bodily injury by accident
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

(Paragraphs deleted)

§11.3.5 Contractor's pollution liability insurance or its equivalent for bodily injury, property damage, including loss of use, and clean-up costs on and off the Project site, with minimum limits of:

- \$ 1,000,000 each pollution incident; and
- \$ 1,000,000 annual aggregate.

The insurance shall include coverage for all of the following:

- i. Liability arising from activities of the Contractor or of others for whom the Contractor is legally obligated whether on or off the Project site; and
- ii. Contractual liability including protection for the Contractor from claims for bodily injury, property damage, and clean-up costs arising out of liability assumed under this Contract.

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11.3.6 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$ 5,000,000 occurrence;

\$ 5,000,000 aggregate for other than products/completed operations and auto liability; and

\$ 5,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employer's liability.

§11.3.7 Owner and Owner's elected and appointed officials, officers, consultants, agents and employees shall be named as additional insureds on the Contractor's commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability arising out of the Contractor's products, installation, and/or services provided under this Contract. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

- i. On-going operations;
- ii. Owner's general supervision of installation and/or services as provided by the Contractor and/or its agents and subcontractors pursuant to this Contract; and
- iii. Products and completed operations.

The commercial general liability policy and the umbrella excess liability or excess liability policies must include additional insured language, which shall afford liability coverage for all of the exposures listed above in i., ii., and iii., as follows:

"This policy is amended to include as insureds Owner and Owner's elected and appointed officials, officers, consultants, agents, and employees, but only for liability arising out of "your product" and "your work" for Owner by or for you."

Special Note: ISO forms CG 2009 and CG 2010 entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) and CG 2033 entitled "Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement with You" are *NOT ACCEPTABLE*. A manuscript endorsement with the above wording is required.

(Paragraph deleted)

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§ 11.3.8 Insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees under the Contractor's liability insurance or self-insurance required in this Contract, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

§11.3.9 Any insurance or self-insurance required to be provided by the Owner and Owner's elected and appointed officials, officers, consultants, agents, and employees shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's elected and appointed officials, officers, consultants, agents, and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents, and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents, and employees.

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(Paragraph deleted)

§11.3.10 If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor shall comply with the following additional conditions:

- i. The Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the Contract. Such certificates shall evidence a retroactive date no later than the beginning of the Work under this Contract; or
- ii. The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance of the project by the Owner and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the Work under this Contract.

(Paragraph deleted)

§ 11.4 Builders Risk Insurance (Owner to Purchase)

§ 11.4.1 The Owner shall purchase and maintain builders risk insurance on a replacement cost basis with a limit at least equal to the initial Contract Sum. This insurance shall be maintained until final acceptance of the Project by the Owner or until no person or entity other than the Owner has an insurable interest in the covered property, whichever is earlier. This builders risk insurance shall include the interests of the Owner, Subcontractors and Sub-subcontractors in the Project.

(Paragraphs deleted)

§11.4.2 Insurance shall be on an "all-risk" or equivalent policy form and shall insure against the perils of fire, extended coverage, theft, vandalism, malicious mischief, collapse and windstorm. Coverage is to apply for debris removal, including demolition occasioned by a covered loss. This insurance shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such covered loss. Coverage for other perils such as flood and earthquake or for loss caused by the enforcement of any applicable ordinance or law shall not be required unless otherwise provided in the Contract.

§ 11.4.3 This builders risk insurance shall cover all of the following types of property:

- i. All structures to be constructed, under construction, and/or already constructed;
- ii. All materials, equipment, machinery and supplies which are to be incorporated into the Project;
- iii. Temporary structures of any nature whatsoever; and
- iv. Underground property, including but not limited to, foundations, pump stations, pumps, pipes, drains, tanks and connections.

(Paragraph deleted)

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\$11.4.4 The Contractor shall be responsible for payment of any deductibles applicable under this builders risk insurance, boiler and machinery insurance, or other property insurance applicable to the Project.

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\$ 11.4.5 Unless otherwise provided in the Contract Documents, this builders risk insurance shall cover materials to be incorporated into the Project, which are either on or off the site, and also such materials in transit.

(Paragraph deleted)

11.4.6 This builders risk insurance shall insure (or shall be amended to insure) against loss or damage caused by the boiler and machinery perils with limits and scope of coverage that are deemed by the Owner to be satisfactory. This insurance shall also include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project.

(Paragraph deleted)

§11.4.7 The Owner and Contractor waive all rights against each other and against the Construction Manager, Owner's other Contractors and own forces described in Article 6, if any, and the subcontractors, sub-subcontractors, (elected and appointed officials, officers, directors, trustees, agents, employees and consultants) of any of them for property damage to or loss of use of the Work to the extent that such property damage or loss of use is covered by this builders risk insurance, boiler and machinery insurance, or other property insurance applicable to the Work. The policies shall provide such waivers of subrogation by endorsement or otherwise.

(Paragraph deleted)

§11.4.8 Any loss covered under this builders risk insurance, boiler and machinery insurance, or other property insurance applicable to the Work shall be payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to any mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

(Paragraph deleted)

§ 11.4.9 Owner, as fiduciary, shall have the power to adjust and settle a loss with insurers.

(Paragraphs deleted)

§11.4.10 Partial occupancy or use in accordance with the provisions of the Contract that pertain to partial occupancy or use shall not commence until the builders risk insurer has granted permission by endorsement or otherwise for the Owner to partially occupy or use any completed or partially completed portion of the Work at any stage of construction. The Owner and Contractor shall take reasonable steps to obtain such permission.

(Paragraphs deleted)

§11.4.11 The insurance required by this Paragraph 11.4 is not intended to cover machinery, tools, or equipment owned or rented by the Contractor or its Subcontractors, which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor and its Subcontractors shall, at their own expense, purchase and maintain property insurance coverage for owned, leased, or rented machinery, tools or equipment. The Contractor and its Subcontractors hereby waive all rights against the Owner and its elected and appointed

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officials, officers, agents, employees, and consultants for property damage to or loss of use of such machinery, tools, or equipment. The policies shall provide such waivers of subrogation by endorsement or otherwise.

§11.5 Miscellaneous Insurance

§11.5.1 The Contractor shall comply with the provisions of Federal law governing Social Security and with State and/or Federal laws regarding Unemployment Insurance, and all other State and/or Federal laws regarding insurance, as may be now and hereafter in force. The Contractor shall bear exclusive and sole liability for and will hold the Owner harmless against any and all demands for any required payments, taxes, or withholdings (including any interest or penalties assessed thereon) for the Contractor's (or any of its Subcontractor's) failure or refusal to comply with any such laws. Failure to comply shall be deemed a default subject to the remedies of Article 14.2.

§ 11.6 PERFORMANCE BOND AND PAYMENT BOND

§ 11.6.1 The Contractor shall furnish a Performance Bond and Labor and Materials Payment Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder and complying with the requirements of Maryland Law. Both bonds shall be in the amount of one hundred percent (100%) of the Contract amount and shall name the Howard County Board of Education as Obligee. §11.6.2

Bonds shall be written by a bonding company that must be licensed with the Maryland Insurance Administration to do business in the State of Maryland and otherwise acceptable to the Howard County Public School System. The Contractor shall use Bond Forms provided by the Owner AIA 312 Performance Bond and AIA 312 Labor and Material Payment Bond, in order to satisfy the Bond requirements referenced in this Article.

§ 11.6.3 Firms issuing said bonds must be licensed to write bonds in the State of Maryland. The Contractor shall pay the premiums for required bonds. Obtainage of the required bonds by Contractor shall be a condition precedent to effectuation of the Contract between Owner and Contractor. If additional work is authorized, the amounts of the bonds shall be increased to cover the value of the increased Contract sum. All bonds shall conform to the requirements of the Maryland Little Miller Act. All bonds shall be subject to Owner's approval.

§ 11.3.4 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.

(Paragraphs deleted)

§ 11.3.5 Owner reserves the right to request from Contractor financial statements for the Contractor for up to 3 prior fiscal years.

§ 11.3.6 To protect the public interest the Owner will request a D & B report on the Contractor at any time during the term of the project. Should the D & B rating fall below the awarded rating, Contractor shall advise Owner of their corrective measures.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If any portion of the Work is covered contrary to the request of the Architect, or the requirements specifically expressed in the Contract Documents, it must, if required in writing by either, the Owner or any other government agency, be uncovered for their observation and shall be replaced at the Contractor's expense without change in the Contract Time If a portion of the Work is covered contrary to the Architect's request or to requirements specifically

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expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense.

§ 12.2 CORRECTION OF WORK

§12.2.1 Defective work shall include but not be limited to Work which may be caused by deterioration or failure to perform due to premature wear (not occasioned by abuse) or inherent defects in materials, workmanship of manufacturer or fabrication or improper execution of work

§12.2.2 Cost of correcting such rejected work also includes all contingent damages arising there from including damages to other work (whether installed by the Contractor or another) and to other property of the Owner.

§12.2.3Such warranties as provided herein do not deprive the Owner of the Owner's right to prosecute any claim for breach of contract and/or any other claim for appropriate relief and damages.

§12.2.4 Any defective or nonconforming work during this period causing a hazard to life, safety, property, or use causing the Owner a financial loss shall be corrected immediately without regard to normal working hours. The Owner will immediately endeavor to provide telephone notice to the Contractor on the next normal working day.

§ 12.2.5 The Owner shall direct, if endeavors to contact the Contractor fail, certain telephone notification to Subcontractors in order to expedite emergency repairs. The Contractor shall not be relieved of responsibility by the procedure, and the Contractor shall supervise and direct correction of defects as required by the Contract Documents.

§12.2.6 The manufacturer of a product may be specifically mentioned as a party to a warranty. Then in such cases, it shall be the Contractor's obligation to produce the required warranty of the manufacturer and submit it to the Architect for examination and approval. Inclusion of a manufacturer as a party to a warranty does not relieve the Contractor from the requirements of the Contract Documents.

§12.2.7 Warranties on operating systems, equipment, or components placed in operation prior to Substantial Completion or acceptance shall begin on the date of Substantial Completion.

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

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During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

(Paragraphs deleted)

§ 12.2.2.4 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.2.5 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.2.6 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the laws of the State of Maryland and shall be construed in accordance with such laws.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

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\$13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

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§13.3.2 All Contractor proposals, approvals, instruction, requests, claims, demands, and other notices shall be made in writing on Contractor's stationery; meeting minutes and FAX transmissions will not be considered written notice from Contractor.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

(Paragraph deleted)

§13.4.2 In any claim and/or litigation filed by the Owner against the Contractor to enforce any provision of this Contract, the Owner shall be entitled to all reasonable attorney's fees, expenses, damages, litigation expenses, and court costs incurred in and/or resulting from any such claim and/or litigation. In any claim and/or litigation brought by the Contractor against the Owner and/or its agents, the Contractor shall bear the Owner's court costs, expenses, and reasonable attorney's fees incurred, unless the Court specifically determines as a matter of fact and law that the Owner, knowingly, willfully, and intentionally breached a provision of this Contract giving rise to Contractor's claim and resulting damages

§ 13.4.3 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

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§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

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

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

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§ 13.6 INTEREST

§ 13.6.1 No interest shall be paid by the Owner to the Contractor.

§ 13.7 TIME LIMITS ON CLAIMS, COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.7.1 Contractor recognized and agrees that Owner is a governmental agency and that the statute of limitations is not applicable to claims and/or litigation filed by the Owner. Limitations as to time for filing of any claims, disputes, and/or litigation by the Contractor, or any person or entity claiming by, through, or on behalf of the Contractor, shall be as specified in Article 15.

13.8 BUY AMERICAN STEEL

§13.8.1 Contractor shall comply with the Buy American Steel Act Sections 17–301 to 17-306 of the Finance and Procurement Article of the Annotated Code of Maryland.

§13.8.2 Contractor shall be required to use or supply the domestic steel products unless the cost is unreasonable or inconsistent with the public interest.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; (*Paragraphs deleted*)

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

(Paragraph deleted)

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contractor's employment under this Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents such as, but not limited to:
- (1) Failure to maintain progress in accordance with project schedule;
- (2) Prevents other Contractors from meeting their scheduled progress;
- (3) Performs work in a negligent or defective manner or in a manner contrary to the Contractor Documents;
- (4) Failure to provide and maintain the required insurance coverage and the required bonds;
- (5) Filing of bankruptcy proceedings by or against the Contractor and/or the filing of an assignment for the benefit of Contractor's creditors; and/or
- (6) Breach of any provision of the Contract Documents.
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§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Section 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient.

.4 When the Owner terminated the Contractor for one of the reasons stated in Subparagraph 14.2.1 and invokes the Performance Bond to complete the Work, the surety shall not without the written consent of the Owner, retain the Contractor for the Work, and the Contractor shall not without written consent of the Owner perform any of the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event the Owner elects to terminate the Contractor's employment under this Contract, the Contractor shall only be entitled to be paid for work under the Contract actually completed by the Contractor up to the date of Contractor's termination less deductions for

(1) the cost of correcting any deficient or defective work, including compensation for the Construction Manager and Architect and their respective consultants' additional services and expenses made necessary by the Contractor's defective work, default, neglect, or failure to perform under this Contract;

(2) damages incurred by the Owner as a result of the Contractor's breach, including but not limited to the costs to finish the work and damages for delay, if any, in completing the work under the Contract;

(3) actual reasonable attorney's fees incurred by the Owner in obtaining legal advice, counsel, and/or representation relating to the issues of Contractor's breach of contract, defective work, default, neglect, or failure to perform and Owner's legal options relating thereto as well as any other reasonable attorney's fees due to Owner under other provisions of this Contract; and

(4) such other amounts due and owing to Owner under the terms and conditions of the Contract documents. In the event the Contractor is terminated pursuant to Article 14.2, the Contractor shall not be entitled to any remaining funds under the Contract, except as specifically provided above and subject to the availability of funds after all work is completed.

All remaining unpaid funds in the Contract as of the date of Contractor's termination shall be the sole and exclusive property of the Owner, and the Contractor shall be paid by the Owner at the conclusion of all work under the Contract as provided above, but only to the extent that there are funds remaining after all payments have been made first to complete the work under the Contract and to compensate the Owner as provided above in the(4) enumerated deductions in this Article 14.2.3. Any funds still remaining after payment for all work and after payment of the Contractor as provided above shall be the sole and exclusive property of the Owner.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and payment of the four (4) enumerated deductions in Article 14.2.3 other damages incurred by the Owner and not expressly waived, such excess shall be the sole and exclusive property of the Owner. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor if any, for work completed by the Contractor 9less the deductibles provided in Paragraph 14.2.3) shall be determined by the Owner, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

(Paragraphs deleted)

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, 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 Owner and Contractor (and any person or entity claiming by, through, or on behalf of Contractor) arising out of or relating to the Contract. Claims must be initiated by written notice, on Contractor's stationary. Meeting minutes and Fax transmissions from the Contractor will not be considered written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Decision of Architect. Any claim, dispute, or other matter in question between the Contractor and the Owner shall be made in writing to the Architect except those relating to artistic effect as provided in Subparagraph 4.2.13 and those which have been waived by the making or acceptance of final payment as provided in Article 9. The Architect shall provide each party with ample opportunity to present its evidence with respect to the claim made, and the Architect shall render his decision on the claim not less than ten (10) days after the close of evidence before the Architect. The decision of the Architect may be appealed by litigation in the Circuit Court of Howard County as provided below. However, no litigation of any such claim, dispute or other matter may be made until the earlier of (1) the date on which the Architect has rendered a written decision, or (2) the eleventh day after the parties have presented their evidence to the Architect or have been given a reasonable opportunity to do so, if the Architect has not rendered a written decision by that date. With respect to all claims and/or disputes, the final written decision of the Architect shall be final and binding on the parties and on those claiming by, through, and/or on behalf of any such party, person, or entity who had the right to do so, and failed to do so, unless the final written decision of the Architect as to any such claim and/or dispute is appealed to the Circuit Court for Howard County by a party within thirty (30) days after having received the Architect's final written decision. In any such appeal of the Architect's final written decision, it shall be presumed that the Architect's decision is correct, and the Architect's decision shall be treated and regarded in the same manner in which an arbitrator's award would be treated and regarded by a Maryland court under Maryland's Uniform Arbitration Act, subject, however, to the procedural requirements specified in the Contract documents. The failure to appeal the Architect's final written decision within the aforementioned thirty (30) day period shall result in the said decision becoming final and binding on all parties as provided above. The Circuit Court for Howard County, Maryland, shall be the sole and exclusive jurisdiction for appealing any final written decision of the Architect. If the Architect renders a decision after litigation proceedings have been filed, such decision may be entered as evidence but will not supersede any litigation proceedings unless the decision is acceptable to all parties concerned.

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§ 15.1.3 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

§ 15.1.4 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. Except the Owner may withhold payment to the extent reasonably necessary to secure or compensate for a claim. This Article 15.1.4 shall not apply if the Owner has terminated the Contractor's employment pursuant to

.§ 15.1.5 Claims for Concealed or Unknown Conditions. 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 notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 4.4.

(Paragraphs deleted)

§ 15.1.6

(Paragraphs deleted)

Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4

§ 15.1.7 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 15.1

§ 15.1.8 Claims for Additional Time

§ 15.1.8.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice shall be made in writing to the Architect not more than twenty-one (21) days after the commencement of the delay, otherwise it shall be waived.

§ 15.1.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. In establishing the time of construction completion, the weather conditions as recorded by the National Oceanic Atmospheric Administration (NOAA) at the National Climatic Data Center, Ashville, North Carolina over the past five (5) years will be taken into consideration. No extension of time, due to weather conditions, will be considered unless accompanied by NOAA documentary evidence showing by comparison that such weather is abnormal to the statistical mean of the past five (5) years and that such abnormality caused the delay.

§ 15.1.8.3 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible,

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written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 15.2 RESOLUTION OF CLAIMS AND DISPUTES

§ 15.2.1 Litigation

§ 15.2.1 Any Claim arising out of or related to the Contract. Any controversy or Claim arising out of or related to the Contract, or the breach thereof, shall be resolved finally by litigation in the Circuit Court of Howard County, Maryland, provided, however, that the provisions of this Article 15.2.1 authorizing litigation in court shall not be exercised by any party until the provisions of Article 15.1.2 shall have been complied with and exhausted. No party shall be entitled to litigate any dispute and/or claim unless and until that party has fully complied with the provisions of Article 15.1.1 The failure of any party to adhere to and comply with the provisions of Article 15.1.1 shall serve as a bar to that party's litigating a claim and/or dispute in court.

§ 15.2.2 Claims and Timely Assertion of Claims. Since the Owner is a public body, politic and corporate, its claims shall not be barred by any contractual period of limitations or by any statute of limitations. Claims by the Contractor shall be filed as provided in Article 15 (Claims and Disputes), and the time limits prescribed in Article 15 shall serve as a limitation upon filing of any and all claims and/or litigation by the Contractor and/or any person or entity claiming by, through, or on behalf of the C§15.2 Policies of Employment.

15.3 Policies of Employment.

(Paragraphs deleted)

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§15.3.1 The Contractor shall maintain policies on employment as follows:

1. The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, sex, national origin, or age. Such action shall include but not be limited to the following:

Employment, upgrading demotion or transfer, recruitment or recruitment advertising layoff or termination rates or pay or other forms of compensation and selection for training including apprenticeship.

The Contractor shall post in conspicuous places available to employees and applicants for employment notices setting forth the policies of non-discrimination.

§15.3.2 The Contractor and all Subcontractors shall in all solicitations or advertisements for employees placed by them or on their behalf state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.

§15.3.3 Minority Business Enterprise (MBE) Requirements are a part of the Conditions of the Contract, including Exhibits A, B, and C included with Form of Proposal.

ARTICLE 16 CONTRACTOR PERFORMANCE EVALUATION SCORECARD

Upon completion of a project or at any time during the project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency

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Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

EXHIBIT A

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1. Commercial General Liability

Insurer (precise name as per policy, not group name) Best's Rating and Financial Size

Each Occurrence Limit Personal and Advertising Injury Limit General Aggregate Limit Products/Completed Operations Aggregate Limit

| Occurrence Basis | Ves | no |
|--|-----|----|
| General Aggregate Limit applies Per Project | ves | no |
| Premises/Operations | ves | no |
| Actions of Independent Contractors | ves | no |
| Products/Completed Operations | ves | no |
| Contractual Liability | ves | no |
| Explosion, Collapse or Underground (XCU) Hazards | yes | no |

no

| | Owner included as an additional insured | v | es |
|---------|---|-----|----|
| | Individuals related to Owner included as additional insureds | yes | no |
| | Manuscript additional insured wording per insurance requirements If no, additional insured coverage extends to cover liability arising out of: | yes | no |
| | Owner's general supervision | yes | no |
| | Specimen of additional insured wording attached if other than | yes | no |
| | manuscript wording in the insurance requirements | yes | no |
| | No cross suits or cross liability exclusion | yes | no |
| | Coverage for additional insureds is primary to Owner's coverage | yes | no |
| | 60 days notice of cancellation, nonrenewal, etc. Amount of Retention or Deductible Specify if Retention or Deductible applies per occurrence or claim | yes | no |
| 2. Busi | ness Auto Liability | | |

Insurer (precise name as per policy, not group name) Best's Rating and Financial Size Each Accident Limit Any Auto (or Hired and Non-owned Autos, if no owned autos) yes no

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| Co 60 Ar St | ontractual Liability) days notice of cancellation, nonre mount of Retention or Deductible pecify if Retention or Deductible ap | newal, etc. plies per accident or cla | im | yes yes | no no |
|----------------------|--|--|------------|-------------------|----------------|
| 3. Worke | rs Compensation and Employers | s Liability | | | |
| ln: Be | surer (precise name as per policy, est's Rating and Financial Size | not group name) | | | |
| St "C Er | atutory benefits as required by stat other States" coverage nployers liability Each accident limit Each employee limit-disease | e or Federal law | | yes yes yes | no no no |
| 60 An Sp | days notice of cancellation, etc. nount of Retention or Deductible pecify if Retention or Deductible app | olies per accident or cla | im | yes | no |
| 4. Contra | ctors Pollution Liability | | | | |
| lns Be | surer (precise name as per policy, r st's Rating and Financial Size | not group name) | | | |
| Ea An Otl | ch Pollution Incident Limit nual Aggregate Limit her Limit(s) | | | | |
| Co Co Co | verage Form: vers Operations of Both Contracto ntractual Liability | Claims Made r and Subcontractors | Occurrence | yes yes | no no |
| 60 An Sp | days notice of cancellation, nonrer nount of Retention or Deductible ecify if Retention or Deductible app | newal, etc. plies per occurrence or o | claim | yes | no |
| 5. Umbrei | la Excess or Excess Liability | | | | |
| Ins Be Co | urer (precise name as per policy, n st's Rating and Financial Size verage Form: | ot group name) Umbrella and Excess | Straig | nt Excess | |
| Ea Ge Pro | ch Occurrence Limit neral Aggregate Limit (for other tha operations and auto liability) oducts/Completed Operations Aggr | an products/completed egate Limit | | | |
| Underlying | Schedule of Insurance includes: Commercial General Liability Business Auto Liability Employers Liability | | | yes yes yes | no no no |

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| Owner included as an additional insured | yes | no |
|---|------------|----|
| Individuals related to Owner included as additional insureds | yes | no |
| Manuscript additional insured wording per insurance requirements If no, additional insured coverage extends to cover liability arising out | yes of: | no |
| Owner's general supervision | yes | no |
| Specimen of additional insured wording attached if other than | yes | no |
| manuscript wording in the insurance requirements | yes | no |
| No cross suits or cross liability exclusion | yes | no |
| Coverage for additional insureds is primary to Owner's coverage | yes | no |
| 60 days notice of cancellation, nonrenewal, etc. Amount of Retention | yes | no |
| Retention applies per occurrence | yes | no |

INSURANCE AGENT'S OR INSURER'S STATEMENT

I have reviewed the Contract's insurance requirements with the contractor named below. I hereby verify the above responses.

Name of Agent or Insurer:

Agency or Insurer Name:

Authorized Signature and Date:

Phone #:

Fax #:

E-mail:

CONTRACTOR'S STATEMENT

If awarded the contract, I will comply with the Contract's insurance requirements. I further agree to maintain property insurance on the machinery, tools and equipment which are owned, rented or leased by my firm and which are utilized in the performance of the services rendered under this Contract.

Contractor's Name:

Authorized Signature and Date:

Phone #:

Fax #:

E-mail:

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EXHIBIT A CHANGE ORDER REQUEST FORMAT

| PROJECT NAME: | DATE: |
|---|-------|
| GENERAL CONTRACTOR: | |
| SUBCONTRACTOR: | |
| SUB-SUBCONTRACTOR: | |
| C.O.R. ITEM OR WORK: | |
| I. DIRECT PAYROLL LESS FRINGES, INSURANCE, TAXES*: | |
| II. FRINGES, TAX, INSURANCE BURDEN% OF PAYROLL: | |
| III. TOTAL MATERIAL COSTS**: | |
| IV. MATERIAL SALES TAX: | |
| V. EQUIPMENT RENTALS (ATTACH COPY OF INVOICE): | |
| VI. CONTRACTOR-OWNED EQUIPMENT**: | |
| VII. PROFIT AND OVERHEARD 20% OF LINES I & III: | |
| VIII. 8% OF LINE V (ONLY WITH INVOICE COPY): | |
| IX. TOTAL ALL LINES: | |
| X. SUBCONTRACTORS COSTS (ATTACH BREAKDOWN): | |
| XI. 8% PROFIT & OVERHEAD ON SUBCONTRACTORS: | |
| XII. TOTAL LINES IX, X, & XI: | |
| XIII. BOND% OF LINE XII: | |
| XIV. TOTAL COST OF WORK: | |
| *Provide Itemization of Labor Hours and Worker Classification **Provide Itemization. | , |

Change Order Request Format is Required for each Portion of Change Order Request Submission.

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EXHIBIT A

DESCRIPTION

All change orders shall be submitted in the change order request format (see Exhibit A) as set forth below:

- Attach an itemization of labor hours. A certified payroll affidavit may be required to substantiate labor rates. The cost of foreman and superintendents may be added only when the change order makes necessary the hiring of additional supervisory personnel or makes their employment for time in addition to that
- 2. Labor burden percentage costs shall include all fringes, taxes, insurance, liabilities, workmen's compensation, unemployment, and any additional cost associated as labor burdens. Labor burden percentage rates are subject to approval of the Owner and is not subject to profit and overhead.
- 3. Attach an itemization of all materials used listing unit prices and extended prices.

4. Attach an itemization of equipment used and rental rates. If equipment is a rental, attach copy of the rental invoice. Rental equipment and contractor-owned equipment costs shall include all costs associated with the equipment, i.e. transportation, set-up, gas, and oil. Rental rates shall not exceed rates established by local rental companies and "MEANS DATA" rates.

- 5. Profit and overhead shall be considered full reimbursement for any additional expenses caused by the change order work. The Contractor shall agree to 20% profit and overhead markup on work by his own forces and 8% profit and overhead mark up on Subcontractors work. Allowances for overhead shall include but not limited to the costs for use of, small tools and consumables; trucks and trucking costs; maintenance and/or operations of Contractor's regular established office, branch office, and other facilities; resident and/or non-actively engaged supervision; time keepers; clerk; stenographer; watchmen; cost of correspondence; increased item of warranty under the change.
- 6. Profit and overhead at 8% may be added to equipment which is rented.
- 7. Only the actual added costs of the bond may be added to the change order amount. No further markup shall be allowed.
- 8. Change order requests shall not be considered unless they are submitted in proper format with all required and requested supporting documentation. All portions of the change shall use the change order request format.
- 9. For all work to be performed by a Subcontractor/Subcontractors, the Contractor shall furnish the Subcontractors itemized proposal which shall contain original signatures by an authorized representative of the Subcontracting firm. If requested by the Owner or Architect, proposals from suppliers or other supporting data to substantiate the Contractor's or Subcontractor's cost shall be furnished.

10. On changes resulting in a credit to the Owner, the credit shall be the net cost without profit overhead and profit.

11. Change order costs shall not exceed unit pricing as provided if applicable by Contract Documents.

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TERMS AND CONDITIONS

A. <u>CONTRACT AWARD</u>

Any award to furnish services to The Howard County Public School System (referred to as "HCPSS") shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these terms and conditions.

B. WAIVER OF RIGHT TO BID ON OTHER CONTRACTS

The Contractor agrees that it and its parent, its affiliates and subsidiaries, if any, waive the right to bid on any procurement contracts, of any tier, resulting from the services to be provided under this agreement.

C. INITIATION OF WORK

The Contractor shall not commence performance of the services until it receives a formal written notice to proceed from HCPSS.

D. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Contractor shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to Contractor's activities or those of its subcontractors, agents, or employees in connection with the services required under this agreement. The Contractor shall indemnify and save harmless HCPSS, its elected officials, officers, agents and employees from and against all claims, suits, demands, judgments, expenses, actions, damages and costs of every name and description, including but not limited to attorneys fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the services of the Contractor under this agreement or the activities conducted or required to be conducted by the Contractor under this agreement, including its subcontractors, agents, or employees.

E. BILLING AND PAYMENT

The Contractor shall submit invoices to the Howard County Department of Education, (Name of Department), 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: (Name of Contact), at the completion of each job. Invoices must contain the following information:

- a) Purchase Order Number
- b) Name of school
- c) Description of work along with quantities
- d) Start date and completion date
- e) Itemized breakdown of project costs to include labor and materials.
- f) Total due

HCPSS will make every effort to pay the Contractor within thirty (30) days of acceptance of all deliverables associated with each invoice. Notwithstanding any other provision of this RFP, all invoices must be accompanied with documentation that details the number of hours expended and nature of work performed by Contractor's personnel and subcontractor staff in the performance of work under the Contract.

F. INSURANCE

The Contractor has in force, or shall obtain, and will maintain insurance for the full term of the contract (including any executed renewals) in not less than the amounts specified and accordance with the requirements contained in APPENDIX C, INSURANCE REQUIREMENTS.

The awarded Contractor shall reimburse, indemnify and hold harmless the Board for all loss to the Board, including attorney's fees and cost resulting from negligence of the contractor in the performance of this contract, and for all loss to the Board resulting from non-performance thereof, except those loses otherwise specifically excluded by the Board.

SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Contractor, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPSS and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPSS.

G. CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

HCPSS shall have the right, at their discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the contract cost thereof. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the Contractor of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without prior written authorization of HCPSS.

H. DELAYS AND EXTENSIONS OF TIME

The Contractor shall prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPSS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor.

I. <u>REMEDIES AND TERMINATION</u>

- 1. **Correction of Errors, Defects, and Omissions** The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPSS. The acceptance of the work set forth herein by HCPSS shall not relieve the Contractor of the responsibility.
- 2. **Set-Off** HCPSS may deduct from and set-off against any amounts due and payable to the Contractor any back-charges or damages sustained by HCPSS by virtue of any breach of

this agreement by the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional construction and design or other costs, expenses, and damages resulting from a failure to satisfactorily perform the services. Nothing herein shall limit the liability of the Contractor for damages and HCPSS may affirmatively collect damages from the Contractor.

- 3. Termination for Default If the Contractor fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the contract, HCPSS may terminate the contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at HCPSS's option, become HCPSS property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPSS can affirmatively collect damages.
- 4. **Termination for Convenience of HCPSS** HCPSS may terminate all or any part of the work required under this contract for the convenience of HCPSS. In the event of such termination, the contract manager shall determine the costs the Contractor has incurred to the date of termination and such reasonable costs associated with the termination. HCPSS shall pay such costs as determined by the contract manager to the Contractor together with reasonable profit reasonably earned by the Contractor to the time of termination but not to include any profit not earned as of the date of termination.
- 5. **Obligations of Contractor upon Termination** Upon notice of termination as provided in Paragraphs C and D above, the Contractor shall:
 - a) Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
 - b) Take such action as may be necessary to protect the property of HCPSS, place no further orders or subcontract, assign to HCPSS in the manner and to the extent directed by HCPSS all of the right, title and if ordered by HCPSS possession and interest of Contractor under the orders or subcontracts terminated.
 - c) Deliver to HCPSS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Contractor which has been or will be reimbursed under this agreement after taking into account any damages that ma be payable to HCPSS. Title to such items shall be transferred to HCPSS.
- 6. Remedies Not Exclusive The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

J. RESPONSIBILITY OF CONTRACTOR

- 1. The Contractor shall perform the services with that standard of care, skill, and diligence normally provided by a Contractor, architect, or engineer in the performance of services similar to the services hereunder.
- 2. Notwithstanding any review, approval, acceptance, or payment for the services by HCPSS, the Contractor shall be responsible for professional and technical accuracy of its work furnished by the Contractor under this agreement.

- 3. HCPSS's review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to HCPSS in accordance with applicable law for all damages to HCPSS caused by the Contractor's negligent performance of any or the services furnished under this contract.
- 4. The rights and remedies of HCPSS provided for under this contract are in addition to any rights and remedies provided by law.

K. <u>DISPUTES; GOVERNING LAW</u>

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question concerning a question of fact shall initially be referred to the HCPSS Project Manager. Any claim, dispute, or other matter in question concerning a question of fact referred to the Project Manager that is not disposed of by agreement shall be referred to the purchasing officer, HCPSS, who shall reduce his decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of HCPSS shall be final and conclusive.

The contract shall be governed by the law of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

L. EXAMINATION OF RECORDS

The Contractor agrees that the auditor of HCPSS or any of their duly authorized representatives shall, have four (4) years after the final renewal expiration date under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

M. DISSEMINATION OF INFORMATION

During the term of this agreement, the Contractor shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without the prior written approval of the HCPSS contract manager.

N. NON-HIRING OF EMPLOYEES

No employee of the Board of Education of Howard County or any department, commission, or agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said HCPSS, or any department, commission, agency or branch thereof.

O. <u>CONTINGENT FEE PROHIBITION</u>

The Contractor warrants that they have not 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 they have 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.

For breach or violation of this warranty, HCPSS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

P. <u>MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS</u>

Funds have been set-aside for the anticipated term of this contract. Should, for any reason, the Contractor's work extend beyond the current fiscal year, this contract will be subject to termination in accordance with the Termination for Convenience Section, if the Board of Education of Howard County fails to appropriate funds for any fiscal year for the future performance of the contract. HCPSS, however, reserves the right to negotiate with the Contractor to perform additional tasks not specified in this RFP that may be required in order to assure that the Contractor's recommendations are implemented and are having the desired effects.

Q. <u>COMPLIANCE WITH LAW</u>

The Contractor hereby represents and warrants:

- 1. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 2. That it is not in arrears with respect to the payment of any monies due and owing the county or state, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- 3. That it shall comply with all federal, state, and local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- 4. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.
- 5. That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

R. <u>STAFF</u>

The Contractor shall utilize the personnel named and/or otherwise identified in its submittal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Contractor's employ, or similar reasons, the Contractor shall promptly submit to the Project Manager, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the contract manager.

S. OWNERSHIP AND USE OF PROGRAM MATERIALS

All materials, including but not limited to training documents, program and software, diagnostic equipment and energy information systems furnished by Contractor to HCPSS in connection to this Program shall remain the property of the School System. No materials will be returned to the Contractor at the end of the contract period including any that are copyrighted. HCPSS shall have the right to continue using all and any control equipment and document materials for as long as the School System desires to do so.

T. ADHERENCE TO SCHOOL SYSTEM POLICIES AND STATE AND FEDERAL REGULATIONS

The Contractor understands that HCPSS shall not be required to act contrary to the School System policies or unreasonably interfere with the School System operations. The Contractor and any Sub-Contractor personnel assigned to this project must be cognizant and abide by School System policies and operating procedures at all times. Health and safety policies and procedures will not be compromised. Proposed programs must not violate or conflict with the School System

policies and procedures. Moreover, the Contractor shall be cognizant and enforce all federal and state regulations and policies and all proposals and subsequent work shall adhere to known regulations and policies.

U. OPTIONAL USE OF CONTRACT

The Mid-Atlantic Purchasing Team (MAPT) is the title of the agreement between the Metropolitan Washington Council of Governments and the Baltimore Metropolitan Council to aggregate the purchasing volumes in the Maryland, Virginia and Washington D.C. regions. A lead agency format is used to accomplish this work, and neither the lead agency nor MWCOG or BMC are compensated through the contract.

Participating entities, through their participation, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity. Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

The supplier agrees 1) this contract shall be governed by and construed in accordance with the laws of the State in which the participating entity officially resides; 2) the regional coordinators of cooperative purchasing in MWCOG and BMC shall be provided reasonable contract usage reporting on demand and without further approval of contract participants; 3) contract obligations rest solely with the participating entities only; and 4) significant changes in total contract value may result in further negotiations of contract pricing for the participating entities.

V. <u>SEX OFFENDER NOTIFICATION</u>

Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procurement Article, §11-704. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services **on HCPSS property**. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procurement Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.

The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that employee complies with the requirements.

W. CRIMINAL HISTORY BACKGROUND CHECKS

All employees, agents, or representatives of the awarded Contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the Contractor be barred from school system property.

X. ETHICS REGULATIONS

The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the AnnotatedCode of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with The Howard County Public School System. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6644.

Y. <u>DEBARMENT STATUS</u>

By submitting their proposal, the bidder(s), certify that they are not currently debarred by the State of Maryland or another governmental entity from submitting bids or proposals on contracts for the type of products or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

Z. <u>ASSIGNMENTS</u>

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the Howard County Public School System, an assignment does not release the Contractor from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.

AA. <u>SUBCONTRACTORS</u>

In the event that some or all of the professional services under this agreement are assigned to one or more subcontractors with the permission of the HCPSS, the contractor must advise the HCPSS Contract Administrator of the current names and addresses of all subcontractors and shall verify that all subcontractors adhere to all requirements and responsibilities under this contract including, but not limited to, professional licensure and insurance requirements. Contractors and its subcontractors shall remain jointly and severally liable to the Board for any breaches, act, or omissions committed by a subcontractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the Howard County Public School System.

BB. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

The Board of Education of Howard County maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises. Repeated use or sale of tobacco on HCPSS property, or any use or sale of alcohol, misuse of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on HCPSS property will result in a prohibition of that employee from servicing the HCPSS contract. Repeated instances of violations by contract employees may result in a default ruling and lead to contract termination.

CC. RIGHT TO ASSIGN WORK

The school system reserves the right to obtain separate contracts through its normal procurement process according to the best interests of the school system.

DD. SPECIFICATIONS AND SCOPE OF WORK

The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the bidder assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the bidder and HCPSS will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the bidder to note these omissions in writing to the purchasing representative, prior to accepting the award. If these omissions are not properly noted in writing prior to award then the bidders silence is deemed as full and complete acceptance and any additional costs will be borne by the bidder.

EE. INDEMNIFICATION

The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractors acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractors acts. Contractor agrees to indemnify and hold harmless the Howard County Public School System and it Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include, but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contract for any reason.

FF. PERMITS, CODES AND LAWS

All work shall be in accordance with all State, County, Federal, and Governmental rules, regulations and laws. The contractor is responsible for assuring that all of their employee and services provided under the contract follow and comply with any such requirements pertaining and applicable to the service being provided under this contract. All costs to comply with these requirements shall be paid by the contractor and included in the contractors Bid price.

GG. MATERIAL SAFETY DATA SHEETS

Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, MSDS for the products supplied or used as a result of this contract must be attached to each shipment of product as well as mailed to:

The Howard County Public School System Safety, Environment and Risk Management 10910 Clarksville Pike Ellicott City, MD 21042

MSDS must show the contract number under which the products were supplied or used and certify that no asbestos containing products have been installed.

HH. <u>BEHAVIOR OF CONTRACTOR EMPLOYEES</u>

Howard County Public School System (HCPSS) is committed to providing a work and study environment that is free from discrimination and harassment based on 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 HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The 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.

It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also insure that all or their representatives who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractors employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies, which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.

II. PRIME CONTRACTOR SUPERVISORY RESPONSIBILITIES

The contractor shall be responsible for supervising and directing the work under this contract and all subcontractors, using best skill and attention. The contractor will assure that all subcontractors and its own employees abide by all of the Howard county Public Schools policies and procedures and the terms and conditions of this contract. Subcontractors who perform work under this contract shall be responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees. The contractor will be responsible for ensuring that the supervisor or lead worker, including subcontractors, can communicate with HCPSS staff in English in fulfilling the terms of the contract.

JJ. RIGHT TO STOP WORK

If HCPSS determines, either directly or indirectly, that the Contractors performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, HCPSS has the right to stop work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of HCPSS. HCPSS also reserves the right to e-bid this contract if it is decided that performance is not within the specifications as set out.

KK. PROPOSALS FIRM FOR 120 DAYS

Proposal prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.

LL. LICENSES AND QUALIFICATIONS

Bidders must be licensed to do business in the State of Maryland and shall submit proof upon request.

HCPSS reserves the right to require that the contractor demonstrate that it has the skills, equipment and Other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

MM. IDENTIFICATION AND SIGN-IN

All contractor and subcontractor personnel, working in or around HCPSS buildings, shall have a valid driver's license or photo ID in their possession at all times and wear appropriate distinctive uniform Clothing while on the school system's premises. All personnel will be required to sign-in and out of HCPSS buildings each time, they visit.

NN. NON-DISCRIMINATION IN EMPLOYMENT

The HCPSS does not discriminate based on race, color, creed, national origin, religion, physical or mental disability, age, gender, marital statu, or sexual orientation in matters affecting employment or in providing access to programs. For more information, contact the Equity Assurance Office of the Howard County Public School System at 10910 Route 108, Ellicott City, ND 21042 or call 410-313-6654.

OO. <u>BINDING AGREEMENT</u>

This agreement supersedes any and all understandings or agreements, either oral or written, between the Board and the contractor, and constitutes the entire binding agreement upon the parties and their respective successors.

PP. INDEPENDENT CONTRACTS

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association between the parties.

QQ. PRICE ADJUSTMENTS

The Howard County Public School System will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 10% cap will not be considered. In order to receive consideration for a price increase, the Contractor must submit to The Howard County Public School System, sixty (60) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.

The Howard County Public School System will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no mark up allowed. For such changes to be

considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor. The Howard County Public School System will then review the request and advise the Contractor of approval or disapproval of the price change request. Price increase requests will not be considered if not accompanied with the proper information.

RR. LIQUIDATED DAMAGES

Liquidated damages shall be assessed at the rate of five hundred dollars (\$500.00) per calendar day beyond the completion date indicated in the scope of work for each project and/or listed on the purchase order for work not 100% complete.

The Contractor agrees that the sum specified for liquidated damages for delay by the Contractor is not a penalty and is liquidated damages, that the damages resulting to the Owner for delay in completion by the Contractor are difficult of ascertainment and that the amount specified is not grossly excessive and it is not out of proportion to the damages that might readily be expected to result from delay caused by the Contractor. Excluded from the liquidated damage provision, however, are any damages for loss of use of any facility of the Owner that arises from a delay and the Owner expressly reserves the right to claim damages for such loss of use. The Contractor agrees that it has freely bid on this contract with the full and complete knowledge of the provisions for liquidated damages and waives all objections to such provisions as a penalty.

In addition, the Owner shall assess and deduct from the contract sum any and all extra costs associated with maintaining the project (e.g. engineering fees, Owner's overtime, etc.) for each calendar day of delay that the Contractor extends substantial completion of the entire work beyond the completion date or time stipulated in the Contract Documents.

Any delays to projects must be communicated to the Contract Manager immediately.

SS. WORKING HOURS

Regular hours of work shall be determined by the HCPSS Contract Manager for each project depending on the scope of work and the ability to access areas without disruption to school activities.

Regular Hours shall consist of one of three possible shifts, 7:00 am to 3:00 pm, 3:00 pm to 11:00 pm or 11:00 pm to 7:00 am.

Premium hours (Overtime) will be paid for hours other than those specified as regular hours. Premium Hours will be approved for payment only if the school system's Contract Manager authorizes the overtime in writing. Premium hours (Overtime) shall be as shown in the proposal for any change order work.

Emergency hours will be paid at the regular rate and be in effect (24) hours per day, (7) days a week. Response time to emergencies shall not be greater than (4) hours.

The Contractor shall perform the work under this Contract on the job site in the presence of HCPSS employees. If there is any off-site work such as shop fabrication, the school system shall be so notified at the time the not-to-exceed price is provided by the Contractor. The school system reserves the right to inspect such off-site work, including the manufacturer's premises at any time.

TT. ASBESTOS MATERIALS

No products shall contain asbestos.

Bidders/Contractor may be required to submit documentation stating that the products ordered, provided or supplied under this contract do not contain asbestos.

Any products from the Bidder/Contractor found to be containing asbestos shall be promptly removed from HCPSS property at the expense of the Bidder/Contractor. Credit for the product removed will be issued at the price paid. Bidder/Contractor shall be responsible for any disposal and removal costs.

UU. LEAD PAINT: 40 CFR PART 745 RENOVATION, REPAIR, AND PAINTING RULE

Any Contractor disturbing known lead based paint surfaces of greater than 6 square feet (interior) and 20 square feet (exterior) in HCPSS facilities constructed prior to 1978 and within areas housing children under the age of 6 years shall comply with Environmental Protection Agency's (EPA) 40 CFR Part 745, herein known as the "Rule". The contractor shall be a certified firm, employ a certified renovator, and follow proper lead paint work practices.

A certified firm is a company who has successfully registered with the EPA. A certified renovator is an individual from the firm who successfully completed an accredited EPA 8-hour class per the Rule.

Examples of impacted areas may include kindergarten classrooms, early childhood classrooms, restrooms commonly used by children under 6 years of age, elementary cafeterias and gymnasiums, before and after care rooms, and high school teen's childcare environments. Exterior work is impacted by this Rule if within 10 feet of windows and/or doors to an interior classroom housing children under the age of 6 or an outdoor activity area, such a macadam or mulched play area.

HCPSS will identify the presence or absence of lead base paint within affected work areas and documentation will be made available upon request. HCPSS will provide project notification and educational pamphlets as required per the Rule.

Contractor is to notify HCPSS Contract Manager and/or Office of Safety, Environment, and Risk Management when work area is ready for a Cleaning Verification Procedure as defined by the Rule. HCPSS will provide a certified third party to perform dust sampling. EPA's visual verification card will not be accepted.

The Contractor's Certified Renovator shall be present as per the Rule during posting of signs, work area setup, and work area clean-up. Upon a request, the Certified Renovator shall be able to physically respond on-site within two hours.

HCPSS project manager and/or Office of Safety, Environment, and Risk Management will sign related documents for the Contractor as required per the Rule.

VV. FINAL CLEANING

Upon completion of the work specified in the contract and before final payment will be made, the construction area and all other adjoining areas occupied by the contractor during the construction of said contract shall be cleaned of all surplus and discarded materials, spilled materials, and excess materials left from the permanent work as a result of the contractor's operations. The adjoining areas mentioned above will be reshaped, seeded, and mulched, or otherwise restored, as they existed prior to work.

Cleaning shall include the cleaning of the debris collected above the ceiling tiles to include but not limited to the following: the top surface of the ceiling tiles, ceiling tile grid, ductwork, equipment and joints/beams as a result of the work.

HCPSS office of Custodial Services shall give final approval of all cleaned areas. Contractor shall be fully responsible for correcting deficiencies in cleanliness at no additional cost to the HCPSS including but not limited to providing labor, equipment, supervision and cleaning services.

WW. WARRANTY

All products shall minimally carry a standard factory warranty against defects in parts and workmanship for the period stated in the manufacturer's specifications and/or for a minimum of one year. Upon completion the contractor shall submit a manufacturer's warranty when applicable. All labor shall minimally carry a warranty against workmanship for a minimum of one year.

XX. CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of a project or at any time during the project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of a project or at any time during the project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

| Name of Contractor: | |
|---------------------|----------------------|
| Name of Project: | Contract/Bid Number: |
| Reviewed by: | Department: |

Please take a moment to tell us about this contractor's performance. We will summarize all the information we obtain about each contractor and provide it to them. Supporting documentation shall be required to support any scores noted on the performance evaluation scorecard.

HOW SATISFIED. Please tell us **how satisfied** you are with the **performance** of the contractor named above. Circle a 10 if you are highly satisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a number in between to show different degrees of satisfaction. Circle N/A for any performance indicators that do not apply to the project. There are no right or wrong answers; just tell us how you feel.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options. The contractor shall be notified of their performance status after each project.

| Satisfaction with the contractor's performance: | | Highly Dissatisfied | | | | | Highly Satisfied | | | | | |
|---|---|------------------------|---|---|---|---|---------------------|---|---|----|-----|--|
| 1. Quality of Work. The contractor's ability to do the job right the first time. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A | |
| 2. Responsiveness. The contractor's ability to adapt to changes and meet unusual needs. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A | |
| 3. Professionalism. The courtesy and standards of conduct maintained by the contractor and his or her employees. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A | |
| Resources. The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A | |
| 5. Schedule Management. The contractor's ability to show up when scheduled and complete the work on time. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A | |
| Quality Control. The contractor's ability to identify problems and deficiencies before you do. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A | |

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

| 7. | Deficiency Resolution. The contractor's ability to rapidly correct deficiencies in his or her work. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
|-----|--|---|---|---|---|---|---|---|---|---|----|-----|
| 8. | Submittal Management. The contractor's ability to provide submittals In a timely and efficient manner. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 9. | Training. The contractor's ability to provide employees well-trained in all aspects of their jobs. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 10. | Appearance. The contractor's ability to keep uniforms, tools, and vehicles clean so as to portray a positive image. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 11. | Security. The contractor's ability to safeguard your facilities and assets. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 12. | Safety. The contractor's ability to keep the workplace safe and comply with OSHA requirements. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 13. | Utility Conservation. The contractor's ability to use only the water, gas, electricity, and air conditioning needed to do the job. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 14. | Disruptions. The contractor's ability to keep interruptions to the operations of your firm or agency to a minimum. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 16. | Quality of Materials. The contractor's ability to use high quality parts and supplies. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 17. | Emergency Response. The contractor's ability to rapidly restore normal operations after an emergency, power outage, or severe weather. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 18. | Hazardous Materials. The contractor's ability to properly handle hazardous materials. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 19. | Innovation. The contractor's ability to use new materials and adopt new methods to increase effectiveness. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 20. | Teamwork. The contractor's ability to be a team player in order to assist in accomplishing the objectives of your firm or agency. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 21. | Cost Management. The reasonableness of the contractor's costs, especially for contract changes. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 22. | Billing. The contractor's ability to present correct and properly documented invoices. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 23. | Compliance . The contractor complied with all rules, requests, regulations And requirements. This includes compliance with instructions Regarding interactions with students, staff and others. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Please summarize the contractor's overall performance based on the scores for the performance indicators noted above:

Please return the completed survey by email to: <u>Kristal.Burgess@hcpss.org</u> or fax (410) 313-6789 Thank you for your prompt assistance. PROJECT MANUAL Bid Document FAMILY AND CONSUMER SCIENCE CLASSROOMS DOMESTIC WATER PIPING REPLACEMENT FOUR (4) MIDDLE SCHOOLS Bid #068.23.B3

HOWARD COUNTY PUBLIC SCHOOL SYSTEM

ELKRIDGE LANDING MIDDLE SCHOOL FOLLY QUARTER MIDDLE SCHOOL HAMMOND MIDDLE SCHOOL MURRAY HILL MIDDLE SCHOOL



Department of School Facilities 9020 Mendenhall Court, Suite A Columbia, MD 20145

M S Engineers, Inc. 10260 Old Columbia Rd, Suite A Columbia, MD 21046

February 7, 2023

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SECTION 011000 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Work under separate contracts.
 - 4. Access to site.
 - 5. Coordination with occupants.
 - 6. Work restrictions.

1.2 PROJECT INFORMATION

- A. Project Identification: Domestic Water Piping Replacement at four (4) Middle Schools to include replacement of the existing domestic water piping, fittings, and fixtures in the Family and Consumer Science (FACS) Classroom at the four HCPSS facilities listed below:
 - 1. Elkridge Middle School (EMS).
 - 2. Folly Quarter Middle School (FQMS).
 - 3. Hammond Middle School (HMS).
 - 4. Murray Hill Middle School (MHMS).

For Location of Schools, see contract plans.

B. Owner: Howard County Public Schools

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

<u>Plumbing</u>

- 1. Remove cold, hot, and recirculation water piping to the extent indicated.
- 2. Remove faucets, stop valves, and provide new cold and hot water stub-up serving the wash sinks and laundry sinks as indicated.
- 3. Remove all pipe insulation, hot and cold domestic water piping, fittings, and faucets to all FACS classroom sinks.

SUMMARY OF WORK

Replacement of Domestic Water Piping FACS Classrooms- HCPSS Four (4) Schools

- 4. Remove drywall, casework, and additional finishes to access piping as needed.
- 5. Provide cold, hot water, hot water recirculation piping to the extent indicated.
- 6. Provide isolation valves outside the FACS room and on branch water piping as indicated.
- Provide new domestic hot, cold, and recirculating hot water piping, fittings, and faucets to the extent indicated. Faucets shall be Chicago model 1100 ABCP OR 895 ABCP other acceptable Faucets shall be T&S Brass -models B-1123 and B-1111, Elkay models LK810AT08T4 and LK406AT08T4 deck mount, kitchen faucet (replace 4" O.C. or 8" O.C. in kind verify it in field)
- 8. Provide new hot and cold angle stops for each fixture. All piping shall be ASTM B 88, Type L, hard-drawn copper tube with ASME B16.22 wrought copper solder-joint fittings using ASTM B 32 lead-free alloy solder and ASTM B 813 water-washable flux.
- 9. Contractor may reuse existing hangers. Provide new hangers as required.
- 10. All equipment, valves, and piping specialties shall be certified lead-free.
- 11. Provide new lead-free ball valves at the point of tie-in to the existing hot, cold, and recirculating hot water piping.
- 12. Provide new lead-free ball valves at the point of each plumbing branch.
- 13. Insulate all new piping. Insulation shall be molded glass fiber, minimum nominal density of 3.0 lb/cu.ft. and thermal conductivity of not more than 0.24 Btu/h/sq.ft./°F/in. at 75°F mean temperature. Insulation shall have a factory applied, white, kraft reinforced foil vapor barrier all service jacket with a self-sealing pressure sensitive adhesive lap, maximum permeance of 0.02 perms and minimum beach puncture resistance of 50 units. Provide white, PVC fitting covers on all fittings.
- 14. Provide inserts and shields at all pipe hangers.
- 15. All piping shall be identified as to its service with flow arrows and lettering that is at least one inch high.
- 16. All valve locations shall be identified on the ceiling grid.
- 17. Clean up work area daily.
- 18. Test all new piping, fittings, and fixtures for leaks with a minimum of 100 psig test pressure for 8 hours before insulation is applied.
- 19. After the final testing for leaks, flush all new domestic water lines thoroughly to remove foreign material.
- 20. Before placing the systems in service, disinfect the new water lines with sodium hypochlorite to produce a free available chlorine residual of not less than 200 ppm. Retain this water in the system for three (3) hours. At the end of the retention period, no less than 100 ppm of chlorine shall be present at the extreme end of the system. Proceed to open all drains and thoroughly flush all new lines until the chlorine residual in the water is less than 1.0 ppm. After the disinfection process is complete, obtain a representative water sample from the system for analysis by a recognized bacteriological laboratory. If the sample tested for coliform organisms is negative, a letter and laboratory report shall be submitted by the service organization to the contractor, certifying successful completion of the disinfection. Forward a copy of this letter and test report to the HCPSS. If any samples tested indicate the presence of coliform organisms, the entire disinfection procedure shall be repeated.
- 21. Repair and replace damaged or affected walls, casework, ceiling tiles, and other finishes affected by demolition or new work.
- B. Type of Contract:
 - 1. Project will be constructed under a single prime contract.

1.4 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be conducted smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- B. The Contractors will note that there may be other ongoing work being performed at the site either directly by the Owner or under separate Contracts awarded by HCPSS.

1.5 ACCESS TO SITE

- A. General: Each Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Driveways, Walkways, and Entrances: Keep driveways, parking garage and loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles always. Do not use these areas for parking or for storage of materials.
- C. Condition of Existing Building: Maintain existing classrooms affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

A. Owner Occupancy: The classrooms will be unoccupied prior to start of construction. But Owner will occupy the main school building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdictions.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated.

- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify HCPSS, not less than seven (7) days in advance of proposed utility interruptions.
 - 2. Obtain HCPSS written permission before proceeding with utility interruptions.
- D. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- E. Provide construction signs during entire period of construction as required by HCPSS, Howard County and State of MD.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

1.9 PROJECT CONSTRUCTION SCHEDULE

Contractor shall submit a construction schedule to HCPSS prior to start of work.

| 1. | Pre-bid Meeting | February 14, 2023, 10:00 |
|-----|------------------------|--------------------------|
| a.m | l. | |
| 2. | Bids Due | March 1, 2023 |
| 3. | Contract Award | March 23, 2023 |
| 4. | Begin Construction | June 20, 2023 |
| 5. | Substantial Completion | August 11, 2023 |
| 6. | Punchlist Complete | August 25, 2023 |
| 7. | Closeout Documents | September 8, 2023 |
| | | |

Bid #068.23.B3

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SUMMARY OF WORK
SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Submittal schedule requirements.
 - 2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require A/E responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

1.3 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by A/E and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 - 1. Project name.
 - 2. Date.
 - 3. Name of A/E.
 - 4. Name of Contractor.
 - 5. Name of firm or entity that prepared submittal.
 - 6. Names of subcontractor, manufacturer, and supplier.
 - 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier, and alphanumeric suffix for resubmittals.
 - 8. Category and type of submittal.
 - 9. Submittal purpose and description.

- 10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
- 11. Drawing number and detail references, as appropriate.
- 12. Indication of full or partial submittal.
- 13. Location(s) where product is to be installed, as appropriate.
- 14. Other necessary identification.
- 15. Remarks.
- 16. Signature of transmitter.
- B. Options: Identify options requiring selection by A/E,
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by A/E, on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Email: Prepare submittals as PDF package, and transmit to A/E, by sending via email. Include PDF transmittal form. Include information in email subject line as requested by A/E,
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on A/E, 's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. A/E will

advise Contractor when a submittal being processed must be delayed for coordination.

- 2. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from A/E, 's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.

- B. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of A/E and owners, and other information specified.
- D. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- E. Certificates:
 - 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 - 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 - 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 - 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 - 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

1.7 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to A/E,
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. A/E will not review submittals received from Contractor that do not have Contractor's review and approval.

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by A/E. or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by A/E. [or Construction Manager].

1.3 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to A/E. for direction before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to A/E. for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority. B. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, telephone number, and email address of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspection.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Statement on condition of substrates and their acceptability for installation of product.
 - 2. Statement that products at Project site comply with requirements.
 - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 5. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 - 1. Statement that equipment complies with requirements.

- 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
- 3. Other required items indicated in individual Specification Sections.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful inservice performance.
- E. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of

manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to A/E, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 - 2. Costs for retesting and reinspection construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 - 1. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

- 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspection: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspection, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with A/E. and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify A/E. and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the locations from which test samples will be taken and in which insitu tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.

- 6. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required qualityassurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: A/E. may require Contractor to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying A/E. and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar qualitycontrol service to A/E. with copy to Contractor and to authorities having jurisdiction.
 - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 6. Retesting and reinspection corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to A/E.
 - 4. Identification of testing agency or special inspector conducting test or inspection.

- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for DGS Inspector during normal working hours.
 - 1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 010100 "Summary" for limits on use of Project site.
 - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.2 INFORMATIONAL SUBMITTALS

A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Engineer of locations and details of cutting and await directions from Engineer before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as

intended or that results in increased maintenance or decreased operational life or safety.

- 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
 - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, fully use materials that visually match in-place adjacent surfaces possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

- 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services; and other utilities.
- 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to A/E. that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to A/E. according to requirements in Section 013100 "Project Management and Coordination."

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by A/E.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Remove and replace damaged, defective, or non-conforming Work.

3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.

- 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
- 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.

- 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:
1. Disposing of nonhazardous demolition and construction waste.

1.2 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.

1.3 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to requirements in this Section.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General: Achieve end-of-Project rates for salvage/recycling of 75 percent by weight of total nonhazardous solid waste generated by the Work. Facilitate recycling and salvage of materials as directed by HCPSS.

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

3.2 DISPOSAL OF WASTE

- A. General: Remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. General: Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner's property.
- C. Burning: Do not burn waste materials.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
 - 2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 3. Section 017900 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by HCPSS. Label with manufacturer's name and model number.
 - 5. Submit testing, adjusting, and balancing records.
 - 6. Submit sustainable design submittals not previously submitted.
 - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
 - 6. Advise Owner of changeover in utility services.
 - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

- 9. Complete final cleaning requirements.
- 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, HCPSS will either proceed with inspection or notify Contractor of unfulfilled requirements. HCPSS will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by HCPSS, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 - 2. Certified List of Incomplete Items: Submit certified copy of Substantial Completion inspection list of items to be completed or corrected (punch list), Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Submit list of incomplete items in the following format:
 - a. Three (3) paper copies to HCPSS in MS Excl or PDF format

- 1.7 SUBMITTAL OF PROJECT WARRANTIES
 - A. Time of Submittal: Submit written warranties on request of HCPSS for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
 - B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 - C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 - 1. Submit by email to HCPSS
 - D. Warranties in Paper Form:
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

- 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - c. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - d. Sweep concrete floors broom clean in unoccupied spaces.
 - e. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - f. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - g. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - h. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - i. Leave Project clean and ready for occupancy.
- C. Complete repair and restoration operations, before requesting inspection for determination of Substantial Completion.
- D. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition as directed by HCPSS.

END OF SECTION 017700

SECTION 220523.12 - BALL VALVES FOR PLUMBING PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Lead-free Brass ball valves.
 - 2. Lead-free Bronze ball valves.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of valve.
 - 1. Certification that products comply with NSF 61 and NSF 372.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR VALVES

- A. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.
- B. ASME Compliance:
 - 1. ASME B1.20.1 for threads for threaded end valves.
 - 2. ASME B16.10 and ASME B16.34 for ferrous valve dimensions and design criteria.
 - 3. ASME B16.18 for solder-joint connections.
 - 4. ASME B31.9 for building services piping valves.
- C. NSF Compliance: NSF 61 and NSF 372 for valve materials for potable-water service.
- D. Bronze valves shall be made with dezincification-resistant materials. Bronze valves made with copper alloy (brass) containing more than 15 percent zinc are not permitted.
- E. Valve Pressure-Temperature Ratings: As required for system pressures and temperatures.
- F. Valve Sizes: Same as upstream piping unless otherwise indicated.
- G. Valve Actuator Types: Hand-lever: For quarter-turn valves smaller than NPS 4 .
- H. Valves in Insulated Piping:

- 1. Include 2-inch stem extensions.
- 2. Extended operating handles of nonthermal-conductive material and protective sleeves that allow operation of valves without breaking vapor seals or disturbing insulation.
- 3. Memory stops that are fully adjustable after insulation is applied.

2.2 BRASS BALL VALVES

- A. Brass Ball Valves, One-Piece:
 - 1. Description:
 - a. Standard: MSS SP-110.
 - b. CWP Rating: 400 psig.
 - c. Body Design: One piece.
 - d. Body Material: Forged brass or bronze.
 - e. Ends: Threaded and soldered.
 - f. Seats: PTFE.
 - g. Stem: Brass or stainless steel.
 - h. Ball: Chrome-plated brass or stainless steel.
 - i. Port: Reduced.
- B. Brass Ball Valves, Two-Piece with Full Port and Brass Trim, Threaded or Soldered Ends:
 - 1. Description:
 - a. Standard: MSS SP-110 or MSS SP-145.
 - b. CWP Rating: 600 psig.
 - c. Body Design: Two piece.
 - d. Body Material: Forged brass.
 - e. Ends: Threaded and soldered.
 - f. Seats: PTFE.
 - g. Stem: Brass.
 - h. Ball: Chrome-plated brass.
 - i. Port: Full.
- C. Brass Ball Valves, Two-Piece with Full Port and Brass Trim, Press Ends:
 - 1. Description:
 - a. Standard: MSS SP-110 or MSS SP-145.
 - b. CWP Rating: Minimum 200 psig.
 - c. Body Design: Two piece.
 - d. Body Material: Forged brass.
 - e. Ends: Press.
 - f. Press Ends Connection Rating: Minimum 200 psig.
 - g. Seats: PTFE or RPTFE.
 - h. Stem: Brass.
 - i. Ball: Chrome-plated brass.
 - j. Port: Full.
 - k. O-Ring: Buna-N or EPDM.

- D. Brass Ball Valves, Two-Piece with Regular Port and Brass Trim:
 - 1. Description:
 - a. Standard: MSS SP-110.
 - b. CWP Rating: 600 psig.
 - c. Body Design: Two piece.
 - d. Body Material: Forged brass.
 - e. Ends: Threaded and soldered.
 - f. Seats: PTFE.
 - g. Stem: Brass.
 - h. Ball: Chrome-plated brass.
 - i. Port: Regular.

2.3 BRONZE BALL VALVES

- A. Bronze Ball Valves, One-Piece:
 - 1. Description:
 - a. Standard: MSS SP-110.
 - b. CWP Rating: 400 psig.
 - c. Body Design: One piece.
 - d. Body Material: Bronze.
 - e. Ends: Threaded.
 - f. Seats: PTFE.
 - g. Stem: Bronze.
 - h. Ball: Chrome-plated brass.
 - i. Port: Reduced.
- B. Bronze Ball Valves, Two-Piece with Full Port, and Bronze or Brass Trim, Threaded or Soldered Ends:
 - 1. Description:
 - a. Standard: MSS SP-110 or MSS-145.
 - b. CWP Rating: 600 psig (4140 kPa).
 - c. Body Design: Two piece.
 - d. Body Material: Bronze.
 - e. Ends: Threaded and soldered.
 - f. Seats: PTFE.
 - g. Stem: Bronze or brass.
 - h. Ball: Chrome-plated brass.
 - i. Port: Full.
- C. Bronze Ball Valves, Two-Piece with Full Port, and Bronze or Brass Trim, Press Ends:1. Description:
 - a. Standard: MSS SP-110 or MSS-145.
 - b. CWP Rating: Minimum 200 psig.
 - c. Body Design: Two piece.
 - d. Body Material: Bronze.
 - e. Ends: Press.

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- f. Press Ends Connections Rating: Minimum 200 psig.
- g. Seats: PTFE or RTPFE.
- h. Stem: Bronze or brass.
- i. Ball: Chrome-plated brass.
- j. Port: Full.
- k. O-Ring Seal: EPDM or Buna-N.
- D. Bronze Ball Valves, Two-Piece with Regular Port and Bronze or Brass Trim:
 - 1. Description:
 - a. Standard: MSS SP-110.
 - b. CWP Rating: 600 psig.
 - c. Body Design: Two piece.
 - d. Body Material: Bronze.
 - e. Ends: Threaded.
 - f. Seats: PTFE.
 - g. Stem: Bronze or brass.
 - h. Ball: Chrome-plated brass.
 - i. Port: Regular.

PART 3 - EXECUTION

- 3.1 VALVE INSTALLATION
 - A. Install valves to allow service, maintenance, and equipment removal without system shutdown.
 - B. Locate valves for easy access and provide separate support where necessary.
 - C. Install valves in horizontal piping with stem at or above center of pipe.
 - D. Install valves in position to allow full stem movement.

3.2 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. If valves with specified CWP ratings are unavailable, the same types of valves with higher CWP ratings may be substituted.
- B. Select valves with the following end connections:
 - 1. For Copper Tubing, Solder.
 - 2. For Steel Piping, NPS 2 and Smaller: Threaded ends.

3.3 DOMESTIC HOT- AND COLD-WATER VALVE SCHEDULE

A. All piping and sizes:

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- 1. Brass ball valves, two-piece with regular port and brass trim. Provide with threaded, solder or press connection joint ends.
- 2. Bronze ball valves, two-piece with regular port and bronze or brass trim. Provide with threaded or, solder.

END OF SECTION 220523.12

SECTION 220553 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Warning signs and labels.
 - 2. Pipe labels.
- 1.2 ACTION SUBMITTALS
 - A. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

- A. Plastic Labels for Equipment:
 - 1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.
 - 2. Letter Color: White.
 - 3. Background Color: Black.
 - 4. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
 - 5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
 - 6. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-quarters the size of principal lettering.
 - 7. Fasteners: Stainless-steel self-tapping screws.
 - 8. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

2.2 PIPE LABELS

- A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.
- B. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.
- C. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings; also include pipe size and an arrow indicating flow direction.

- 1. Flow-Direction Arrows: Integral with piping-system service lettering to accommodate both directions and as separate unit on each pipe label to indicate flow direction.
- 2. Lettering Size: Size letters according to ASME A13.1 for piping.

PART 3 - EXECUTION

3.1 EQUIPMENT LABEL INSTALLATION

- A. Install or permanently fasten labels on each major item of mechanical equipment.
- B. Locate equipment labels where accessible and visible.

3.2 PIPE LABEL INSTALLATION

- A. Pipe Label Locations: Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:
 - 1. Near each valve device.
 - 2. Near each branch connection, excluding short takeoffs for fixtures Where flow pattern is not obvious, mark each pipe at branch.
 - 3. Near penetrations and on both sides of through walls, ceilings, and inaccessible enclosures.
 - 4. Spaced at maximum intervals of 20 feet along each run. Reduce intervals to 10 feet in areas of congested piping and equipment.
 - 5. On piping above removable acoustical ceilings. Omit intermediately spaced labels.
- B. Pipe Label Color Schedule:
 - 1. Domestic Water Piping
 - a. Background: Safety green.
 - b. Letter Colors: White.

END OF SECTION 220553

SECTION 220719 - PLUMBING PIPING INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes insulating the following plumbing piping services:
 - 1. Domestic cold-water piping.
 - 2. Domestic hot water piping.
 - 3. Domestic recirculating hot-water piping.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
 - 2. Detail insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
 - 3. Detail application of field-applied jackets.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84 by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smokedeveloped index of 50 or less.
 - 2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smokedeveloped index of 150 or less.
2.1 INSULATION MATERIALS

- A. Comply with requirements in "Piping Insulation Schedule, General," "Indoor Piping Insulation Schedule," articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. Mineral-Fiber, Preformed Pipe Insulation:
 - 1. Type I, 850 Deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

2.2 INSULATING CEMENTS

A. Mineral-Fiber, Hydraulic-Setting Insulating and Finishing Cement: Comply with ASTM C 449.

2.3 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.
- B. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
- C. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
- D. PVC Jacket Adhesive: Compatible with PVC jacket.

2.4 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below-ambient services.

- 1. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry film thickness.
- 2. Service Temperature Range: Minus 20 to plus 180 deg F.
- 3. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
- 4. Color: White.
- C. Breather Mastic: Water based; suitable for indoor and outdoor use on above-ambient services.
 - 1. Water-Vapor Permeance: ASTM F 1249, 1.8 perms at 0.0625-inch dry film thickness.
 - 2. Service Temperature Range: Minus 20 to plus 180 deg F.
 - 3. Solids Content: 60 percent by volume and 66 percent by weight.
 - 4. Color: White.

2.5 SEALANTS

- A. FSK and Metal Jacket Flashing Sealants:
 - 1. Materials shall be compatible with insulation materials, jackets, and substrates.
 - 2. Fire- and water-resistant, flexible, elastomeric sealant.
 - 3. Service Temperature Range: Minus 40 to plus 250 deg F.
 - 4. Color: Aluminum.
- B. ASJ Flashing Sealants, and Vinyl, PVDC, and PVC Jacket Flashing Sealants:
 - 1. Materials shall be compatible with insulation materials, jackets, and substrates.
 - 2. Fire- and water-resistant, flexible, elastomeric sealant.
 - 3. Service Temperature Range: Minus 40 to plus 250 deg F.
 - 4. Color: White.

2.6 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
 - 1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
 - 2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
 - 3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.

2.7 FIELD-APPLIED FABRIC-REINFORCING MESH

A. Woven Polyester Fabric: Approximately 1 oz./sq. yd. with a thread count of 10 strands by 10 strands/sq. in., in a Leno weave, for pipe.

2.8 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.
- B. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D 1784, Class 16354-C; thickness as scheduled; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.
 - 1. Adhesive: As recommended by jacket material manufacturer.
 - 2. Color: White
 - 3. Factory-fabricated fitting covers to match jacket if available; otherwise, field fabricate.
 - a. Shapes: 45- and 90-degree, short- and long-radius elbows, tees, valves, flanges, unions, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply covers for lavatories.

2.9 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.
 - 1. Width: 3 inches.
 - 2. Thickness: 11.5 mils.
 - 3. Adhesion: 90 ounces force/inch in width.
 - 4. Elongation: 2 percent.
 - 5. Tensile Strength: 40 lbf/inch in width.
 - 6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.
- B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.

1.

- 2. Width: 3 inches.
- 3. Thickness: 6.5 mils.
- 4. Adhesion: 90 ounces force/inch in width.
- 5. Elongation: 2 percent.
- 6. Tensile Strength: 40 lbf/inch in width.
- 7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.
- C. PVC Tape: White vapor-retarder tape matching field-applied PVC jacket with acrylic adhesive; suitable for indoor and outdoor applications.
 - 1. Width: 2 inches.
 - 2. Thickness: 6 mils.
 - 3. Adhesion: 64 ounces force/inch in width.
 - 4. Elongation: 500 percent.
 - 5. Tensile Strength: 18 lbf/inch in width.

2.10 SECUREMENTS

- A. Aluminum Bands: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 1/2 inch wide with wing seal.
- B. Staples: Outward-clinching insulation staples, nominal 3/4-inch wide, stainless steel or Monel.
- C. Wire: 0.062-inch soft-annealed, stainless steel.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.
- B. Coordinate insulation installation with the trade installing heat tracing. Comply with requirements for heat tracing that apply to insulation.
- C. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of pipe system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during application and finishing.

- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.
 - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
 - 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
 - 1. Draw jacket tight and smooth.
 - 2. Cover circumferential joints with 3-inch wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
 - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
 - a. For below-ambient services, apply vapor-barrier mastic over staples.
 - 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
 - 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.
- M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

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- For above-ambient services, do not install insulation to the following: Ρ.
 - 1. Vibration-control devices.
 - 2. Testing agency labels and stamps.
 - 3. Nameplates and data plates.
 - 4. Cleanouts.

3.3 PENETRATIONS

- Insulation Installation at Roof Penetrations: Install insulation continuously through roof Α. penetrations.
 - 1. Seal penetrations with flashing sealant.
 - For applications requiring only indoor insulation, terminate insulation above roof 2. surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 - 3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
 - 4. Seal jacket to roof flashing with flashing sealant.
- Β. Insulation Installation at Underground Exterior Wall Penetrations: Terminate insulation flush with sleeve seal. Seal terminations with flashing sealant.
- Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation C. continuously through wall penetrations.
 - 1. Seal penetrations with flashing sealant.
 - For applications requiring only indoor insulation, terminate insulation inside wall 2. surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 - Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing 3. at least 2 inches.
 - 4. Seal jacket to wall flashing with flashing sealant.
- Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire D. Rated): Install insulation continuously through walls and partitions.
- Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation E. continuously through penetrations of fire-rated walls and partitions.
 - Comply with requirements in Section 078413 "Penetration Firestopping" for 1. firestopping and fire-resistive joint sealers.
- F. Insulation Installation at Floor Penetrations:
 - 1. Pipe: Install insulation continuously through floor penetrations.
 - Seal penetrations through fire-rated assemblies. Comply with requirements in 2. Section 078413 "Penetration Firestopping."

- 3.4 GENERAL PIPE INSULATION INSTALLATION
 - A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.
 - B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:
 - 1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
 - 2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
 - 3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
 - 4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
 - 5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below-ambient services, provide a design that maintains vapor barrier.
 - 6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
 - 7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below-ambient services and a breather mastic for above-ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
 - 8. For services not specified to receive a field-applied jacket except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.
 - 9. Stencil or label the outside insulation jacket of each union with the word "union." Match size and color of pipe labels.
 - C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes. Shape insulation at these connections by tapering it to and around the

connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.

- D. Install removable insulation covers at locations indicated. Installation shall conform to the following:
 - 1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
 - 2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
 - 3. Construct removable valve insulation covers in same manner as for flanges, except divide the two-part section on the vertical center line of valve body.
 - 4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.
 - 5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.

3.5 INSTALLATION OF CELLULAR-GLASS INSULATION

- A. Insulation Installation on Straight Pipes and Tubes:
 - 1. Secure each layer of insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
 - 2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
 - 3. For insulation with factory-applied jackets on above-ambient services, secure laps with outward clinched staples at 6 inches o.c.
 - 4. For insulation with factory-applied jackets on below-ambient services, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.
- B. Insulation Installation on Pipe Flanges:
 - 1. Install preformed pipe insulation to outer diameter of pipe flange.
 - 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
 - 3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of cellular-glass block insulation of same thickness as pipe insulation.

- 4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.
- C. Insulation Installation on Pipe Fittings and Elbows:
 - 1. Install preformed sections of same material as straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.
 - 2. When preformed sections of insulation are not available, install mitered sections of cellular-glass insulation. Secure insulation materials with wire or bands.
- D. Insulation Installation on Valves and Pipe Specialties:
 - 1. Install preformed sections of cellular-glass insulation to valve body.
 - 2. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
 - 3. Install insulation to flanges as specified for flange insulation application.

3.6 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION

- A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- B. Insulation Installation on Pipe Flanges:
 - 1. Install pipe insulation to outer diameter of pipe flange.
 - 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
 - 3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of same thickness as pipe insulation.
 - 4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- C. Insulation Installation on Pipe Fittings and Elbows:
 - 1. Install mitered sections of pipe insulation.
 - 2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- D. Insulation Installation on Valves and Pipe Specialties:
 - 1. Install preformed valve covers manufactured of same material as pipe insulation when available.
 - 2. When preformed valve covers are not available, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
 - 3. Install insulation to flanges as specified for flange insulation application.

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4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.7 INSTALLATION OF MINERAL-FIBER PREFORMED PIPE INSULATION

- A. Insulation Installation on Straight Pipes and Tubes:
 - 1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
 - 2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
 - 3. For insulation with factory-applied jackets on above-ambient surfaces, secure laps with outward clinched staples at 6 inches o.c.
 - 4. For insulation with factory-applied jackets on below-ambient surfaces, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.
- B. Insulation Installation on Pipe Flanges:
 - 1. Install preformed pipe insulation to outer diameter of pipe flange.
 - 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
 - 3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
 - 4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.
- C. Insulation Installation on Pipe Fittings and Elbows:
 - 1. Install preformed sections of same material as straight segments of pipe insulation when available.
 - 2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.
- D. Insulation Installation on Valves and Pipe Specialties:
 - 1. Install preformed sections of same material as straight segments of pipe insulation when available.
 - 2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
 - 3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
 - 4. Install insulation to flanges as specified for flange insulation application.

- 3.8 INSTALLATION OF POLYOLEFIN INSULATION
 - A. Insulation Installation on Straight Pipes and Tubes:
 - 1. Seal split-tube longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
 - B. Insulation Installation on Pipe Flanges:
 - 1. Install pipe insulation to outer diameter of pipe flange.
 - 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
 - 3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of polyolefin sheet insulation of same thickness as pipe insulation.
 - 4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
 - C. Insulation Installation on Pipe Fittings and Elbows:
 - 1. Install mitered sections of polyolefin pipe insulation.
 - 2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
 - D. Insulation Installation on Valves and Pipe Specialties:
 - 1. Install cut sections of polyolefin pipe and sheet insulation to valve body.
 - 2. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
 - 3. Install insulation to flanges as specified for flange insulation application.
 - Secure insulation to valves and specialties, and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.9 FIELD-APPLIED JACKET INSTALLATION

- A. Where FSK jackets are indicated, install as follows:
 - 1. Draw jacket material smooth and tight.
 - 2. Install lap or joint strips with same material as jacket.
 - 3. Secure jacket to insulation with manufacturer's recommended adhesive.
 - 4. Install jacket with 1-1/2-inch laps at longitudinal seams and 3-inch wide joint strips at end joints.
 - 5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.

- B. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints. Seal with manufacturer's recommended adhesive.
 - 1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.
- C. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches o.c. and at end joints.
- 3.10 PIPING INSULATION SCHEDULE, GENERAL
 - A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.
- 3.11 INDOOR PIPING INSULATION SCHEDULE
 - A. Domestic Hot and Recirculated Hot Water: Insulation shall be the following:
 - 1. Mineral-Fiber, Preformed Pipe Insulation, Type I:
 - a. $1\frac{1}{2}$ " diameter and under 1" thickness.
 - b. 2" diameter and above $-1\frac{1}{2}$ " thickness

END OF SECTION 220719

SECTION 221116 - DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Copper tube and fittings.
 - 2. Piping joining materials.
 - 3. Transition fittings.
 - 4. Dielectric fittings.

1.2 ACTION SUBMITTALS

- A. Product Data: For transition fittings and dielectric fittings.
- 1.3 INFORMATIONAL SUBMITTALS
 - A. System purging and disinfecting activities report.
 - B. Field quality-control reports.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

- A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.
- B. Potable-water piping and components shall comply with NSF 14, NSF 61, and NSF 372.

2.2 COPPER TUBE AND FITTINGS

- A. Soft Copper Tube: ASTM B 88, Type L water tube, annealed temper.
- B. Wrought-Copper, Solder-Joint Fittings: ASME B16.22, wrought-copper pressure fittings.
- C. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends.
- D. Copper Unions:

Replacement of Domestic Water Piping FACS Classrooms- HCPSS Four (4) Schools

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- 1. MSS SP-123.
- 2. Cast-copper-alloy, hexagonal-stock body.
- 3. Ball-and-socket, metal-to-metal seating surfaces.
- 4. Solder-joint or threaded ends.

2.3 PIPING JOINING MATERIALS

- A. Pipe-Flange Gasket Materials:
 - 1. AWWA C110/A21.10, rubber, flat face, 1/8 inch thick or ASME B16.21, nonmetallic and asbestos free unless otherwise indicated.
 - 2. Full-face or ring type unless otherwise indicated.
- B. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.
- C. Solder Filler Metals: ASTM B 32, lead-free alloys.
- D. Flux: ASTM B 813, water flushable.
- E. Brazing Filler Metals: AWS A5.8M/A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing unless otherwise indicated.

2.4 TRANSITION FITTINGS

- A. General Requirements:
 - 1. Same size as pipes to be joined.
 - 2. Pressure rating at least equal to pipes to be joined.
 - 3. End connections compatible with pipes to be joined.
- B. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.

2.5 DIELECTRIC FITTINGS

- A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.
- B. Dielectric Unions:
 - 1. Standard: ASSE 1079.
 - 2. Pressure Rating: 125 psig minimum at 180 deg F.
 - 3. End Connections: Solder-joint copper alloy and threaded ferrous.
- C. Dielectric Flanges:
 - 1. Standard: ASSE 1079.
 - 2. Factory-fabricated, bolted, companion-flange assembly.

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- 3. Pressure Rating: 125 psig minimum at 180 deg F.
- 4. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.
- D. Dielectric-Flange Insulating Kits:
 - 1. Nonconducting materials for field assembly of companion flanges.
 - 2. Pressure Rating: 150 psig.
 - 3. Gasket: Neoprene or phenolic.
 - 4. Bolt Sleeves: Phenolic or polyethylene.
 - 5. Washers: Phenolic with steel backing washers.
- E. Dielectric Nipples:
 - 1. Standard: IAPMO PS 66.
 - 2. Electroplated steel nipple complying with ASTM F 1545.
 - 3. Pressure Rating and Temperature: 300 psig at 225 deg F.
 - 4. End Connections: Male threaded or grooved.
 - 5. Lining: Inert and noncorrosive, propylene.

PART 3 - EXECUTION

- 3.1 PIPING INSTALLATION
 - A. Drawing plans, schematics, and diagrams indicate general location and arrangement of domestic water piping. Indicated locations and arrangements are used to size pipe. Install piping as indicated unless deviations to layout are approved on coordination drawings.
 - B. Install domestic water piping level without pitch and plumb.

At ceiling- Install piping above accessible ceilings to allow sufficient space for ceiling panel removal, and coordinate with other services occupying that space.

- D. Install piping to permit valve servicing.
- E. Install nipples, unions, special fittings, and valves with pressure ratings the same as or higher than the system pressure rating used in applications below unless otherwise indicated.
- F. Install piping free of sags and bends.
- G. Install fittings for changes in direction and branch connections.
- H. Install unions in copper tubing at final connection to each piece of fixture or appliances.
- I. Install escutcheons for piping penetrations of walls, and ceilings.

- 3.2 JOINT CONSTRUCTION
 - A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
 - B. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.
 - C. Brazed Joints for Copper Tubing: Comply with CDA's "Copper Tube Handbook," "Brazed Joints" chapter.
 - D. Soldered Joints for Copper Tubing: Apply ASTM B 813, water-flushable flux to end of tube. Join copper tube and fittings according to ASTM B 828 or CDA's "Copper Tube Handbook."
 - E. Flanged Joints: Select appropriate asbestos-free, nonmetallic gasket material in size, type, and thickness suitable for domestic water service. Join flanges with gasket and bolts according to ASME B31.9.
 - F. Joints for Dissimilar-Material Piping: Make joints using adapters compatible with materials of both piping systems.

3.3 TRANSITION FITTING INSTALLATION

- A. Install transition couplings at joints of dissimilar piping.
- B. Transition Fittings in Aboveground Domestic Water Piping NPS 2 and Smaller: Plasticto-metal transition fittings or unions.

3.4 DIELECTRIC FITTING INSTALLATION

- A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.
- B. Dielectric Fittings for NPS 2 and Smaller: Use dielectric couplings, nipples or unions.
- C. Dielectric Fittings for NPS 2-1/2 to NPS 4: Use dielectric flange kits.

3.5 HANGER AND SUPPORT INSTALLATION

- A. Comply with requirements for pipe hanger, support products, and installation in Section 220529 "Hangers and Supports for Plumbing Piping and Equipment."
 - 1. Vertical Piping: MSS Type 8 or 42, clamps.
 - 2. Individual, Straight, Horizontal Piping Runs: MSS Type 1, adjustable, steel clevis hangers.
- B. Support vertical piping and tubing at base and at each floor.

- C. Rod diameter may be reduced one size for double-rod hangers, to a minimum of 3/8 inch.
- D. Install hangers for copper tubing with the following maximum horizontal spacing and minimum rod diameters:
 - 1. NPS 3/4 and Smaller: 60 inches with 3/8-inch rod.
 - 2. NPS 1 and NPS 1-1/4: 72 inches with 3/8-inch rod.
 - 3. NPS 1-1/2 and NPS 2: 96 inches with 3/8-inch rod.
 - 4. NPS 2-1/2: 108 inches with 1/2-inch rod.
- E. Install supports for vertical copper tubing every 10 feet
- F. Install hangers for steel piping with the following maximum horizontal spacing and minimum rod diameters:
 - 1. NPS 1-1/4 and Smaller: 84 inches with 3/8-inch rod.
 - 2. NPS 1-1/2 : 108 inches with 3/8-inch rod.
 - 3. NPS 2: 10 feet with 3/8-inch rod.
 - 4. NPS 2-1/2: 11 feet with 1/2-inch rod.
- G. Install supports for vertical steel piping
- H. Support piping and tubing not listed in this article according to MSS SP-58 and manufacturer's written instructions.
- 3.6 CONNECTIONS
 - A. Drawings indicate general arrangement of piping, fittings, and specialties.
 - B. Connect domestic water piping to water-service piping with shutoff valve; extend and connect to the following:
 - 1. Plumbing Fixtures: Cold- and hot-water-supply piping in sizes indicated, but not smaller than that required by plumbing code.
 - 2. Equipment: Cold- and hot-water-supply piping as indicated, but not smaller than equipment connections. Provide shutoff valve and union for each connection. Use flanges instead of unions for NPS 2-1/2 and larger.

3.7 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Piping Inspections:
 - a. Do not enclose, cover, or put piping into operation until it has been inspected and approved by authorities having jurisdiction.
 - b. During installation, notify authorities having jurisdiction at least one day before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction:

- 1) Roughing-in Inspection: Arrange for inspection of piping before concealing or closing in after roughing in and before setting fixtures.
- Final Inspection: Arrange for authorities having jurisdiction to observe tests specified in "Piping Tests" Subparagraph below and to ensure compliance with requirements.
- c. Reinspection: If authorities having jurisdiction find that piping will not pass tests or inspections, make required corrections, and arrange for reinspection.
- d. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.
- 2. Piping Tests:
 - a. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.
 - b. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit a separate report for each test, complete with diagram of portion of piping tested.
 - c. Leave new, altered, extended, or replaced domestic water piping uncovered and unconcealed until it has been tested and approved. Expose work that was covered or concealed before it was tested.
 - d. Cap and subject piping to static water pressure of 50 psig (345 kPa) above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and allow it to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.
 - e. Repair leaks and defects with new materials, and retest piping or portion thereof until satisfactory results are obtained.
 - f. Prepare reports for tests and for corrective action required.
- B. Domestic water piping will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

3.8 ADJUSTING

- A. Perform the following adjustments before operation:
 - 1. Open shutoff valves to fully open position.
 - 2. Adjust balancing valves in hot-water-circulation return piping to provide adequate flow.
 - a. Manually adjust ball-type balancing valves in hot-water-circulation return piping to provide hot-water flow in each branch.
 - b. Adjust calibrated balancing valves to flows indicated.
 - 3. Remove plugs used during testing of piping and for temporary sealing of piping during installation.

- A. Clean and disinfect potable domestic water piping as indicated in Section 011000-2
 - a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
 - b. Fill and isolate system according to either of the following:
 - 1) Fill system or part thereof with water/chlorine solution with at least 50 ppm of chlorine. Isolate with valves and allow to stand for 24 hours.
 - 2) Fill system or part thereof with water/chlorine solution with at least 200 ppm of chlorine. Isolate and allow to stand for three hours.
 - c. Flush system with clean, potable water until no chlorine is in water coming from system after the standing time.
 - d. Repeat procedures if biological examination shows contamination.
 - e. Submit water samples in sterile bottles to authorities having jurisdiction.
- B. Prepare and submit reports of purging and disinfecting activities. Include copies of water-sample approvals from authorities having jurisdiction.
- C. Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

3.10 PIPING SCHEDULE

- A. Transition and special fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.
- B. Flanges and unions may be used for aboveground piping joints unless otherwise indicated.
- C. Fitting Option: Extruded-tee connections and brazed joints may be used on aboveground copper tubing.
- D. Aboveground domestic water piping, NPS 2 and smaller, shall be one of the following:
 - 1. Hard copper tube, ASTM B 88, Type L; cast or wrought copper, solder-joint fittings; and soldered joints.
 - 2. Hard copper tube, ASTM B 88, Type L; copper pressure-seal-joint fittings; and pressure-sealed joints.
 - 3. Hard copper tube, ASTM B 88, Type L; copper push-on-joint fittings; and push-on joints.
- E. Aboveground domestic water piping, NPS 2-1/2 to NPS 4, shall be one of the following:
 - 1. Hard copper tube, ASTM B 88, Type L; cast or wrought copper, solder-joint fittings; and soldered joints.
 - 2. Hard copper tube, ASTM B 88, Type L; copper pressure-seal-joint fittings; and pressure-sealed joints.

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3. Hard copper tube, ASTM B 88, Type L; grooved-joint, copper-tube appurtenances; and grooved joints.

END OF SECTION 221116



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ELECTRICAL/PLUMBING/FIRE PROTECTION ENGINEERS 10260 OLD COLUMBIA ROAD SUITE A COLUMBIA, MD 21046 PHONE: (410) 997-1200

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PROFESSIONAL CERTIFICATION I HERE BY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND"

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PIPE COVERS: WALL MOUNTED: BASE DESIGN: RUNTAL VERTICAL BASEBOARD OR SIMILAR





PIPE COVERS: WALL MOUNTED (TYP)



- 1. GENERAL NOTES APPLY TO THE COMPLETE CONSTRUCTION DOCUMENT SET CONSISTING OF THE ARCHITECTURAL, ENGINEERING, AND ALL COMPLEMENTARY DRAWINGS.
- 2. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES, REGULATIONS AND ANY ADDITIONAL REQUIREMENTS SO STATED BY ANY LAW, ORDINANCES OR REGULATIONS PERTAINING TO CONSTRUCTION WITHIN THE SAID LIMITS OF THE JURISDICTION.ALL CONSTRUCTION SHALL BE ACCOMPLISHED IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT AND ALL OTHER APPLICABLE RULES AND REGULATIONS. IT SHALL BE THE CONTRACTOR(S) RESPONSIBILITY TO COMPLY WITH ALL SUCH LAWS AND REGULATIONS.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL CONDITIONS AND BECOMING THOROUGHLY ACQUAINTED WITH EXISTING CONDITIONS PRIOR TO PREPARING BIDS FOR THE WORK.
- 4. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY ENCLOSURES, DUST BARRIERS, ETC., REQUIRED TO COMPLETE THE WORK INDICATED, SHOWN, SPECIFIED OR REQUIRED.
- 5. ALL MATERIALS, COMPONENTS, SYSTEMS AND FINISHES SHALL BE INSTALLED. ASSEMBLED. OPERATED AND/OR APPLIED IN STRICT ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS AND THE MANUFACTURER'S SPECIFICATIONS, RECOMMENDATIONS AND/OR INSTRUCTIONS FOR INTENDED PURPOSES AS RECOMMENDED BY THE MANUFACTURER. FAILURE TO COMPLY WITH THE MANUFACTURER'S RECOMMENDATIONS OR TO REPORT ANY CONFLICTS BETWEEN THE DRAWINGS AND THE MANUFACTURER'S RECOMMENDATIONS PRIOR TO THE START OF WORK SHALL ACT AS A WAIVER TO ANY CLAIM BY THE CONTRACTOR(S) FOR ANY ADDITIONAL EXPENSES MADE NECESSARY BY THE WORK.
- 6. ALL WORK SHALL BE PROVIDED COMPLETE AND FINISHED WITH NO HIDDEN OR REMAINING WORK TO BE PROVIDED BY OTHERS. WHERE THE WORK INDICATED CONSISTS OF AN ASSEMBLAGE OF MULTIPLE UNITS/MODULES MAKE ALL NECESSARY CONSTRUCTION/UTILITY CONNECTIONS BETWEEN UNITS/MODULES AT NO ADDITIONAL COSTS TO THE OWNER. WHERE INTERNAL CONNECTIONS/WORK IS REQUIRED TO MAKE MANUFACTURED ITEMS COMPLETE AND FUNCTIONAL, PROVIDE ALL SUCH CONNECTIONS/WORK AT NO ADDITIONAL COST TO THE OWNER. IT IS NOT THE INTENTION OF THESE DOCUMENTS TO ILLUSTRATE ALL SUCH REQUIRED
- CONNECTIONS BETWEEN OR WITHIN DIFFERENT DISCIPLINES.
- 7. THE DRAWINGS OF THE VARIOUS DISCIPLINES OF THE SET ARE COMPLEMENTARY TO ONE ANOTHER. ALL DRAWINGS SHALL BE UTILIZED AND REFERRED TO IN BIDDING THE PROJECT, PRIOR TO STARTING AND IN ACCOMPLISHING THE WORK IN ANY AREA
- 8. THE DRAWINGS ARE A SCHEMATIC REPRESENTATION OF THE WORK REQUIRED. THE CONTRACTOR SHALL MAKE, AT NO ADDITIONAL COST TO THE OWNER, ALL REQUIRED ACCOMMODATIONS, OFFSETS, RISES, DROPS, ETC. INCLUDING ALL RESULTANT MECHANICAL & ELECTRICAL CONNECTIONS, DRAINS, ACCESS OPENINGS, SUPPORTS, ETC. AS REQUIRED TO COMPLETE THE INSTALLATION OF THE WORK. COORDINATE MOUNTING OF PIPING, CONDUITS, DUCTWORK, ETC. SO AS NOT TO INTERFERE WITH THE USE, MAINTENANCE, OVERHAUL OR REPLACEMENT OF EQUIPMENT/UNITS OR ROUTE PIPING, DUCTWORK, ETC. SO AS TO AVOID HORIZONTAL AND VERTICAL CODE/REGULATION CONFLICTS WITH ELECTRICAL EQUIPMENT, ETC.
- 9. WHERE THE DRAWINGS INDICATE AN ITEM/CONSTRUCTION WHICH HAS NOT BEEN SPECIFIED OR DETAILED AND THE ITEM/CONSTRUCTION HAS NOT BEEN INDICATED AS BEING N.I.C., THE CONTRACTOR SHALL PROVIDE AT NO ADDITIONAL COST TO THE OWNER THE ITEM/CONSTRUCTION INDICATED SUITABLE FOR THE INTENDED USE OF QUALITY CONSISTENT WITH OTHER SPECIFIED/DETAILED ITEMS/CONSTRUCTION OF THIS PROJECT. SUBMIT SHOP DRAWINGS OF MANUFACTURED/SHOP MADE ITEMS TO THE ARCHITECT FOR APPROVAL PRIOR TO ORDERING/FABRICATION.
- 10. ALL WORK IS BASE BID UNLESS SPECIFICALLY AND CONSISTENTLY IDENTIFIED AND DESCRIBED AS AN ALTERNATE.
- 11. IT IS NOT THE INTENTION OF THE ARCHITECT/ENGINEER TO "TAKE OFF" QUANTITIES FOR THE CONTRACTOR. WHERE A QUANTITY HAS BEEN NOTED AND THE QUANTITY OF THE ITEM GRAPHICALLY INDICATED ON THE DRAWINGS EXCEEDS THE QUANTITY NOTED. THE QUANTITY GRAPHICALLY INDICATED GOVERNS. WHERE THE QUANTITY NOTED EXCEEDS THE QUANTITY GRAPHICALLY INDICATED THE QUANTITY NOTED GOVERNS. WHERE AN ITEM HAS BEEN GRAPHICALLY SHOWN BUT NOT SCHEDULED THE ITEM SHALL BE PROVIDED AT NO ADDITIONAL COST TO THE OWNER WITH FUNCTION AND QUALITY EQUAL TO SIMILAR ITEMS INDICATED.
- 12. WHERE A MODEL NUMBER OF AN ITEM HAS BEEN REFERENCED, IT IS NOT THE INTENTION OF THE ARCHITECT/ENGINEER TO LIMIT AN ITEM TO A STANDARD OR UNAPPROVED MODEL. PROVIDE THE ITEM COMPLETE WITH ALL REQUIRED/INDICATED FEATURES, MODIFICATIONS, OPTIONS, DIMENSIONS, ETC. REQUIRED FOR A COMPLETE AND FUNCTIONING INSTALLATION.
- 13. IT IS THE INTENT THAT THE ROUTE FROM ALL POINTS OF SITE ACCESS, ACCESS TO ALL SITE AMENITIES, ALL SPACES WITHIN THE BUILDING, ALL EQUIPMENT ETC. BE ACCESSIBLE AND ADA COMPLIANT. CONFIRM COMPLIANCE WITH ADA REQUIREMENTS WHERE DIMENSIONS, ELEVATIONS, ETC. ARE SHOWN OR NOT SHOWN. CONTACT ARCHITECT PRIOR TO PROCEEDING WITH NON-COMPLIANT WORK.
- 14. PRIOR TO STARTING WORK IN ANY AREA OR FABRICATION ANY ITEM OR ASSEMBLY THE CONTRACTOR SHALL FIELD CHECK AND VERIFY ALL IN PLACE AND EXISTING DIMENSIONS AND CONDITIONS AND MAKE ADJUSTMENTS TO THE WORK AS APPROVED BY THE ARCHITECT AS REQUIRED.
- 15. ALL PROPOSED ARCHITECTURAL WORK SHOWN ON THE DRAWINGS TO BE COORDINATED WITH EXISTING LIGHTING, AND FIXTURES AND MAKE ADJUSTMENTS AS REQUIRED IN THE FIELD.
- 16. PROVIDE CONTROL JOINTS AT ALL NEW EXPANSIVE STRAIGHT RUN DRYWALL PARTITION, CEILINGS, BRICK WALLS, ETC. AS REQUIRED BY THE SYSTEM MANUFACTURER'S RECOMMENDATION.



SHEET 2 OF 11

SYMBOLS

| $\langle 1 \rangle$ | SPECIFIC NOTE DEMOLITION DESIGNATION |
|--------------------------------|--|
| $\langle 1 \rangle$ | NEW WORK SPECIFIC NOTE DESIGNATION |
| | UNION (SCREWED) UNION (FLANGED) |
| | PIPE ELBOW, DOWN PIPE ELBOW, UP PIPE CAP |
| — — — HW — — — — — CW — — — | VENT PIPING SOIL OR WASTE PIPING (BELOW GROUND OF FLOOR) HOT WATER PIPING COLD WATER PIPING BRANCH – SIDE CONNECTION |
| ⊠ | BALL VALVE |
| —— HWC —— —— DHW —— | HOT WATER RECIRULATION DOMESTIC HOT WATER PIPING |
| P-1 | PLUMBING FIXTURE DESIGNATION |
| $\mathbf{}$ | POINT OF DISCONNECT NEW TO EXISTING CONNECTION |

<u>GENERAL NOTES:</u>

- 1. THE DRAWINGS ARE DIAGRAMMATIC AND ARE INTENDED TO INDICATE APPROXIMATE LOCATION AND GENERAL ARRANGEMENT, NOT THE SPECIFIC DETAILS OF CONSTRUCTION.
- 2. THE CONTRACTOR SHALL CAREFULLY VERIFY ALL EXISTING PLUMBING PRIOR TO DEMOLITION.
- 3. ALL PENETRATIONS OF FLOOR AND WALLS SHALL BE FIRE STOPPED IN ACCORDANCE WITH IBC, NEC AND NFPA.
- 4. PROVIDE PIPE COVERS & CHASES PER ARCHITECTURAL DETAILS, SEE SHEET A-01

ABBREVIATIONS

| | EXISTING |
|----|--|
| R) | EXISTING TO REMAIN |
| | PLUMBING FIXTURE-NUMBER INDICATES TYPE |
| ρ. | TYPICAL |
| | TEMPERED WATER |
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SHEET<u>3</u>OF<u>11</u>



GENERAL NOTES:

- PICK UP.
- CLASSROOM.
- PIPING CONCEALED IN WALLS AND FLOOR AS INDICATED.

SPECIFIC DEMOLITION NOTES:

3> REMOVE FAUCET AND CW/HW STUB-UP, VALVE AND ESCUTCHEON PLATE AT LAUNDRY SINK. AT WASHING MACHINE, EXISTING HOT AND COLD WATER PIPING AT WALL SHALL REMAIN AND CAPPED AT CEILING.

▲ EXTENT OF CW/HW PIPING DEMOLITION SHOWN BY DARK DASHED LINES.

SHEET P2.1

6> CAP CW/HW PIPING STUB-OUT AT CEILING. PIPING SERVING ISLAND WASH SINK P-8A TO BE RECONNECTED TO CW/DHW HEADER UNDER NEW WORK, SEE SHEET P2.1

1. FOR LEGEND AND ABBREVIATIONS, SEE SHEET PO.1

2. ALL WASH SINKS AND APPLIANCES SHOWN ON THIS PART PLAN SHALL REMAIN. FAUCETS AT WASH SINKS AND LAUNDRY SINK SHALL BE REMOVED. SEE SPECIFIC NOTES.

3. REMOVE CW/HW PIPING TO THE EXTENT INDICATED, SEE SPECIFIC NOTES. EXISTING COLD AND HOT WATER PIPING RISERS CONCEALED INSIDE THE WALL SHALL BE CAPPED AT CEILING AND ABANDONED IN PLACE INSIDE WALL. 4. WATER FILTER UNDER COUNTERTOP CABINET TO BE REMOVED. SCHEDULE WITH HCPSS BUILDING MAINTENANCE FOR

5. PRIOR TO STARTING ANY CONSTRUCTION WORK. CONTRACTOR SHALL CONFIRM WATER SHUTOFF TO FACS

6. FOR DEMOLITION WORK, CONTRACTOR SHALL BE RESPONSIBLE TO MOVE, RELOCATE CABINETS, SHELVING, APPLIANCES, FURNITURE AND TO TRACE WATER PIPING TO POINTS OF DISCONNECTION TO CAP AND ABANDON

☐> AT EXISTING WASH SINK, REMOVE FAUCET, CW/HW STUB-UP, ASSOCIATED STOP VALVE AND ESCUTCHEON PLATE.

[2] REMOVE 1/2" HW, VALVE AND ESCUTCHEON PLATE BELOW CABINET THAT FEEDS DISHWASHER.

5> DISCONNECT AND CAP CW/HW PIPING AT CEILING. FOR NEW VALVES AND CONNECTIONS AT THIS LOCATION, SEE



M S Engineers, Inc.

CONSULTING MECHANICAL/ ELECTRICAL/PLUMBING/FIRE PROTECTION ENGINEERS 10260 OLD COLUMBIA ROAD SUITE A COLUMBIA, MD 21046 PHONE: (410) 997-1200

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LICENSE NO.: 15929 EXPIRATION DATE: 2-27-24





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| NO. | DESCRIPTION | DATE |
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| 2 | 100% CD | 01/06/2023 |
| 3 | BID DOCUMENTS | 02/07/2023 |
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| FAMILY AND CONSUMER SCIENCE CLASSROOM – DOMESTIC WATER PIPING REPLACEMENT ELKRIDGE LANDING MIDDLE SCHOOL 7085 MONTGOMERY RD, ELKRIDGE, MD 21075 HOWARD COUNTY PUBLIC SCHOOL SYSTEM | | |
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SHEET 4 OF 11





1 PLUMBING DEMOLITION PART PLAN - FQMS



GENERAL NOTES:

- SPECIFIC NOTES.

- CLASSROOM.
- PIPING CONCEALED IN WALLS AND FLOOR.

SPECIFIC DEMOLITION NOTES:

1> AT EXISTING WASH SINK, REMOVE FAUCET, CW/HW STUB-UP, ASSOCIATED STOP VALVE AND ESCUTCHEON PLATE.

2> REMOVE 1/2" HW, VALVE AND ESCUTCHEON PLATE BELOW CABINET THAT FEEDS DISHWASHER.

3> REMOVE FAUCET AND CW/HW STUB-UP, VALVE AND ESCUTCHEON PLATE AT LAUNDRY SINK. AT WASHING MACHINE EXISTING COLD AND HOT WATER PIPING TO REMAIN INSIDE WALL AND CAPPED AT CEILING.

4> EXTENT OF CW/HW PIPING DEMOLITION SHOWN BY DARK DASHED LINES.

5 CAP CW/HW PIPING STUB-OUT AT CEILING. PIPING SERVING ISLAND WASH SINK <u>P-15</u> TO BE ABANDONED IN PLACE. FOR NEW CONNECTION, SEE SHEET P2.2

1. FOR LEGEND AND ABBREVIATIONS, SEE SHEET PO.1

2. ALL WASH SINKS AND APPLIANCES SHOWN ON THIS PART PLAN SHALL REMAIN. FAUCETS SHALL BE REMOVED. SEE

3. REMOVE CW/HW PIPING TO THE EXTENT INDICATED, SEE SPECIFIC NOTES. EXISTING COLD AND HOT WATER PIPING RISERS CONCEALED INSIDE THE WALL SHALL BE CAPPED AT CEILING AND ABANDONED IN PLACE INSIDE WALL. 4. WATER FILLER UNDER COUNTERTOP TO BE REMOVED. SCHEDULE WITH HCPSS BUILDING MAINTENANCE FOR PICK UP. 5. PRIOR TO STARTING ANY CONSTRUCTION WORK, CONTRACTOR SHALL CONFIRM WATER SHUTOFF TO FACS

6. FOR DEMOLITION WORK, CONTRACTOR SHALL BE RESPONSIBLE TO MOVE, RELOCATE CABINETS, SHELVING, APPLIANCES, FURNITURE AND TO TRACE WATER PIPING TO POINTS OF DISCONNECTION TO CAP AND ABANDON



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| DI | FACS PLUMBII EMOLITION PLAN – F | NG PART FQMS |
| BID 068 DAT 02/ SCA AS | NO. .23.B3 E: 07/2023 LE: NOTED | 2 F_11 |





GENERAL NOTES:

- SPECIFIC NOTES.

- CLASSROOM.
- PIPING CONCEALED IN WALLS.

SPECIFIC DEMOLITION NOTES:

- PLATE.

- LOCATION, SEE NEW WORK PLAN P2.3

1. FOR LEGEND AND ABBREVIATIONS, SEE SHEET PO.1

2. ALL WASH SINKS AND APPLIANCES SHOWN ON THIS PART PLAN SHALL REMAIN. FAUCETS SHALL BE REMOVED. SEE

3. REMOVE CW/HW PIPING TO THE EXTENT INDICATED, SEE SPECIFIC NOTES. EXISTING COLD AND HOT WATER PIPING RISERS CONCEALED INSIDE THE WALL SHALL BE CAPPED AT CEILING AND ABANDONED IN PLACE INSIDE WALL. 4. WATER FILLER UNDER COUNTERTOP TO BE REMOVED. SCHEDULE WITH HCPSS BUILDING MAINTENANCE FOR PICK UP. 5. PRIOR TO STARTING ANY CONSTRUCTION WORK, CONTRACTOR SHALL CONFIRM WATER SHUTOFF TO FACS

6. FOR DEMOLITION WORK, CONTRACTOR SHALL BE RESPONSIBLE TO MOVE, RELOCATE CABINETS, SHELVING, APPLIANCES, FURNITURE AND TO TRACE WATER PIPING TO POINTS OF DISCONNECTION TO CAP AND ABANDON

1> AT EXISTING WASH SINK P-5J, REMOVE FAUCET, CW/HW STUB-UP, ASSOCIATED STOP VALVE AND ESCUTCHEON

2> REMOVE 1/2" HW, VALVE AND ESCUTCHEON PLATE BELOW CABINET THAT FEEDS DISHWASHER.

3> REMOVE FAUCET AND CW/HW STUB-UP, VALVE AND ESCUTCHEON PLATE AT LAUNDRY SINK. AT WASHING MACHINE, EXISTING HOT AND COLD WATER PIPING AT WALL SHALL REMAIN AND CAPPED AT CEILING.

(4) EXTENT OF CW/HW PIPING DEMOLITION SHOWN BY DARK DASHED LINES.

5> DISCONNECT AND CAP CW/HW PIPING STUB-OUT AT CEILING. FOR NEW VALVES AND CONNECTIONS AT THIS







SHEET 6 OF 11









1 PLUMBING NEW WORK PART PLAN - FQMS







- 3. FOR PIPE COVER SEE SHEET A-01.

SPECIFIC NOTES:

- PER SPECIFIC NOTE 2.





2. THIS PART PLAN SHOWS INSTALLATION OF NEW DOMESTIC COLD/HOT WATER PIPING, ACCESSORIES AND PIPE ENCLOSURE IN THE FAMILY AND CONSUMER SCIENCES CLASSROOM.

4. THIN SOLID LINES INDICATE EXISTING WORK TO REMAIN.

5. ALL WASH SINKS AND APPLIANCES SHOWN ON THIS PART PLAN SHALL REMAIN.

6. NEW CW/DHW PIPING TO BE CONCEALED IN METAL SHROUD AND DROP ALONG WALL TO EITHER LEFT OR RIGHT SIDE OF WASH SINK AT COUNTERTOP AND ENTER BELOW CASEWORK.

(1) PROVIDE NEW CW/HW PIPING. EXTENT OF NEW CW/HW PIPING SHOWN BY DARK SOLID LINES.

(2) PROVIDE FAUCET, CW/HW STUB-UP, ASSOCIATED STOP VALVE AND ESCUTCHEON PLATE.

(3) PROVIDE WALL-MOUNTED METAL PIPE ENCLOSURE DOWN TO INSIDE OF CABINET TO FEED FAUCET AT WASH SINK,

(4) PROVIDE CW PIPING CONNECTION, VALVE AND ESCUTCHEON PLATE BELOW CABINET TO SERVE DISHWASHER.

(5) PROVIDE FAUCET AND CW/HW STUB-UP, VALVE AND ESCUTCHEON PLATE AT LAUNDRY SINK.

(6) PROVIDE FAUCET AND CW/HW STUB-UP, VALVE AND ESCUTCHEON PLATE AT ISLAND. ROUTE NEW PIPING THROUGH ARCHITECTURAL COLUMN/PIPE CHASE AND INTO ISLAND CABINET AS INDICATED.

1. REPLACE FAUCET, CW/HW STUB UP, & STOP VALVE, SEE SPECIFICATION.









| GENERAL NOTES: 1. FOR LEGEND AND ABBREVIATION 2. THIS PART PLAN SHOWS INSTALENCLOSURE IN THE FAMILY AND 3. FOR PIPE COVER OR ENCLOSU 4. THIN SOLID LINES INDICATE EX 5. ALL WASH SINKS AND APPLIAN 6. NEW CW/DHW PIPING TO BE COWSH SINK AT COUNTERTOP AND SPECIFIC NOTES: ① PROVIDE NEW CW/HW PIPING. ③ PROVIDE FAUCET, CW/HW STUE ④ PROVIDE WALL-MOUNTED METAN ④ PROVIDE FAUCET AND CW/HW | | |
|--|------------------------------------|--|
| THIS PART PLAN SHOWS INSTACE NCLOSURE IN THE FAMILY AND FOR PIPE COVER OR ENCLOSU THIN SOLID LINES INDICATE EX ALL WASH SINKS AND APPLIAN NEW CW/DHW PIPING TO BE COWASH SINK AT COUNTERTOP AND NEW CW/DHW PIPING TO BE COWASH SINK AT COUNTERTOP AND PROVIDE NEW CW/HW PIPING. PROVIDE FAUCET, CW/HW STUE PROVIDE WALL-MOUNTED METAN PROVIDE CW PIPING CONNECTION PROVIDE FAUCET AND CW/HW | <u>GE</u> 1. | NERAL NOTES: FOR LEGEND AND ABBREVIATION |
| FOR PIPE COVER OR ENCLOSU THIN SOLID LINES INDICATE EX ALL WASH SINKS AND APPLIAN NEW CW/DHW PIPING TO BE C WASH SINK AT COUNTERTOP AN SPECIFIC NOTES: PROVIDE NEW CW/HW PIPING. PROVIDE FAUCET, CW/HW STUE PROVIDE WALL-MOUNTED METAI PROVIDE CW PIPING CONNECTION PROVIDE FAUCET AND CW/HW | 2. | THIS PART PLAN SHOWS INSTAL ENCLOSURE IN THE FAMILY ANI |
| 4. THIN SOLID LINES INDICATE EX 5. ALL WASH SINKS AND APPLIAN 6. NEW CW/DHW PIPING TO BE CONSENT SINK AT COUNTERTOP AND SINK AT COUNTERTOP AND SPECIFIC NOTES: (1) PROVIDE NEW CW/HW PIPING. (2) PROVIDE FAUCET, CW/HW STUE (3) PROVIDE WALL-MOUNTED METAN (4) PROVIDE CW PIPING CONNECTION (5) PROVIDE FAUCET AND CW/HW | 3. | FOR PIPE COVER OR ENCLOSU |
| 5. ALL WASH SINKS AND APPLIAN 6. NEW CW/DHW PIPING TO BE C WASH SINK AT COUNTERTOP AN SPECIFIC NOTES: PROVIDE NEW CW/HW PIPING. PROVIDE FAUCET, CW/HW STUE PROVIDE WALL-MOUNTED METAN PROVIDE CW PIPING CONNECTION PROVIDE FAUCET AND CW/HW | 4. | THIN SOLID LINES INDICATE EX |
| 6. NEW CW/DHW PIPING TO BE C WASH SINK AT COUNTERTOP AN SINK AT COUNTERTOP AN SINK AT COUNTERTOP AN OPECIAL PROVIDE NEW CW/HW PIPING. (2) PROVIDE FAUCET, CW/HW STUE (3) PROVIDE WALL-MOUNTED METAN (4) PROVIDE CW PIPING CONNECTION (5) PROVIDE FAUCET AND CW/HW | 5. | ALL WASH SINKS AND APPLIAN |
| SPECIFIC NOTES: PROVIDE NEW CW/HW PIPING. PROVIDE FAUCET, CW/HW STUE PROVIDE WALL-MOUNTED METAL PROVIDE CW PIPING CONNECTION PROVIDE FAUCET AND CW/HW | 6. | NEW CW/DHW PIPING TO BE C WASH SINK AT COUNTERTOP AN |
| | <u>SF</u> 1 2 3 4 5 | PROVIDE NEW CW/HW PIPING. PROVIDE FAUCET, CW/HW STUE PROVIDE WALL-MOUNTED METAI PROVIDE CW PIPING CONNECTIO PROVIDE FAUCET AND CW/HW |
| | | |



1. REPLACE FAUCET, CW/HW STUB UP, & VALVE.

ONS, SEE SHEET PO.1

ALLATION OF NEW DOMESTIC COLD/HOT WATER PIPING, ACCESSORIES AND PIPE ND CONSUMER SCIENCES CLASSROOM.

SURE SEE SHEET A-01.

XISTING WORK TO REMAIN.

NCES SHOWN ON THIS PART PLAN SHALL REMAIN.

CONCEALED IN METAL AND DROP ALONG WALL TO EITHER LEFT OR RIGHT SIDE OF AND ENTER BELOW CASEWORK.

EXTENT OF NEW CW/HW PIPING SHOWN BY DARK SOLID LINES.

JB-UP, ASSOCIATED STOP VALVE AND ESCUTCHEON PLATE.

AL PIPE ENCLOSURE DOWN TO INSIDE OF CABINET TO FEED FAUCET AT WASH SINK. TION, VALVE AND ESCUTCHEON PLATE BELOW CABINET TO SERVE DISHWASHER.

STUB-UP, VALVE AND ESCUTCHEON PLATE AT LAUNDRY SINK.





