



Office of Purchasing  
10910 Clarksville Pike  
Ellicott City, Maryland 21042-6198  
(410) 313-6723, fax (410) 313-6789

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PROJECT MANUAL

HVAC UNIT REPLACEMENT – CLARKSVILLE MIDDLE SCHOOL  
BID #130.23.B3

ISSUE DATE: Wednesday, June 7, 2023

SEALED BID FOR: HVAC Unit Replacement – Clarksville Middle School

BID NUMBER: 130.23.B3

PRE-BID DATE: Tuesday, June 13, 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,,188011482# United States, Silver Spring**  
**Phone Conference ID: 188 011 482#**

SITE VISIT: Thursday, June 15, 2023 at 12:00 PM

LAST DATE & TIME FOR QUESTIONS: Friday, June 16, 2023 at 1:00 PM in writing  
Submit To: Kristal Burgess at [Kristal\\_Burgess@hcpss.org](mailto:Kristal_Burgess@hcpss.org)

RESPOND DATE: Wednesday, June 28, 2023

RESPOND TIME: 1:00 P.M. to [BidsandProposals@hcpss.org](mailto:BidsandProposals@hcpss.org)

PURCHASING SPECIALIST: Ms. Kristal Burgess  
phone: 410-313-6723  
fax: 410-313-6789  
email: [Kristal\\_Burgess@hcpss.org](mailto:Kristal_Burgess@hcpss.org)

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



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SECTION 00200

**NOTICE TO BIDDERS – INVITATION TO BID #130.23.B3**

**HVAC UNIT REPLACEMENT – CLARKSVILLE MIDDLE SCHOOL**

The Howard County Public School System requests your quote to: Provide dehumidification-type heat pump units to replace the existing seven heat pump units serving the modular classrooms at the school. The upgrades are intended to reduce indoor air relative humidity during cooling operation. See included contract documents (drawings and specifications) prepared by M S Engineers, Inc. dated June 7, 2023. This project is Federally funded and will require bidders to utilize Davis-Bacon Act prevailing wage rates provided by the Federal Government when determining the total cost of the project.

This is a project that will be constructed during the summer of 2024.

Bid documents may be obtained on **Wednesday, June 7, 2023** at the Howard County Department of Education, Purchasing Office website <https://purchasing.hcpss.org/business-opportunities>. It is the responsibility of the bidder to print documents/drawings to scale.

**PRE-BID MEETING:**

**A Pre-bid teleconference to be attended by all bidders will be held on Tuesday, June 13, 2023 at 10:00 AM.** Directions to join conference are as follows; **Join on your computer or mobile app [Click here to join the meeting](#) Or call in (audio only) +1 301-960-8312,,188011482#** United States, Silver Spring Phone Conference ID: 188 011 482# 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.

**SITE VISITS:**

**A site visit will be offered at Clarksville Middle School, 6535 S Trotter Rd, Clarksville, MD 21029 on Thursday, June 15, 2023 at 12:00 PM.** The 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 12:00 PM and then will be escorted by school staff to the site.**

**QUESTIONS:**

**All questions shall be directed, in writing, no later than 1:00 PM, Monday, June 16, 2023 to Kristal Burgess, Procurement Specialist, [Kristal.Burgess@hcpss.org](mailto:Kristal.Burgess@hcpss.org).** 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.

**BIDS SUBMISSION:**

**Bids MUST be submitted electronically via email in their entirety (all pages) in PDF format no later than Wednesday, June 28, 2023 at 1:00 P.M. to [BidsandProposals@hcpss.org](mailto:BidsandProposals@hcpss.org).** 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. Do not copy the Procurement Specialist with your proposals.  
Proposals must only be sent to the Bids and Proposals e-mail address.

**Email subject lines, Folder names and File names shall include: The “Bid Title, Bid Number, 130.23.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.

**BID OPENING:**

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.

**ADDENDA:**

It is the potential bidder’s sole responsibility to regularly visit the HCPSS Purchasing website <https://purchasing.hcpss.org/business-opportunities> 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 acknowledge 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.

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

There are no Minority Business Enterprises requirements.

Contractors are required to register on eMaryland Marketplace Advantage at [eMaryland Marketplace Advantage \(eMMA\)](#) 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.

Kristal Burgess  
Procurement Specialist



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Ellicott City, Maryland 21042-6198  
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**NO BID REPLY FORM**

Sealed Bid for: **HVAC Unit Replacement – Clarksville MS** \_\_\_\_\_

Bid Number: **Bid #130.23.B3** \_\_\_\_\_

Bidder: \_\_\_\_\_

To assist us in obtaining good competition on our request for bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below.

Unfortunately, we 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: \_\_\_\_\_

\_\_\_\_\_

## CHECK LIST

### BID RESPONSES

The following forms must be included within the Bid Response.

- Section 003000 – Form of Proposal
- Bid Bond
- Company W9

### **eMaryland MARKETPLACE ADVANTAGE (eMMA)REGISTRATION**

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

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**END OF SECTION**

# AIA<sup>®</sup> 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)

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**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.

## **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.



§ 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.

*(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**

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

*(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:

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*(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)*

§ 6.3.3 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

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)*

SECTION 003000  
FORM OF PROPOSAL

HVAC Unit Replacement – Clarksville MS  
BID #130.23.B3

Date: \_\_\_\_\_ Owner:

Board of Education  
of Howard County Maryland  
10910 Clarksville Pike  
Ellicott City, MD 21042  
Tel (410) 313-6723

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Engineer/Architect: M S Engineers  
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 HVAC Unit Replacement and all appurtenances, as indicated on the drawings, specifications and addenda.

**TOTAL PROJECT COST** \$ \_\_\_\_\_

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.

Heat Pump Units

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
_____	\$ _____
_____	\$ _____
_____	\$ _____

**SUBCONTRACTORS:** Bidders are hereby required to name the subcontractors as part of their bid package.

Name of Company	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: \_\_\_\_\_

**COMPANY INFORMATION**

\_\_\_\_\_  
Name of company \_\_\_\_\_ years in business

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

**CONTRACT ADMINISTRATOR**

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_  
Cell phone \_\_\_\_\_ e-mail \_\_\_\_\_

**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

I, \_\_\_\_\_, 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, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
- 5. I affirm that this proposal or bid to the Board of Education of 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 SOLEMNLY 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, Annotated Code of Maryland, 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 with full authority by the bidder named below.

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(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 Maryland as a:

( ) Corporation ( ) Partnership ( ) Individual ( ) Other

eMaryland Marketplace Advantage (eMMA)#: \_\_\_\_\_

# AIA<sup>®</sup> 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 Oblige, hereinafter called the Oblige, 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)*

NOW, Therefore, if the Oblige shall accept the bid of Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which the Oblige 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)*

### **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.

Init.

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**User Notes:**

(1129211223)

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
*(Contractor as Principal)* *(Seal)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Surety)* *(Seal)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Title)*

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**User Notes:**

(1129211223)

# AIA<sup>®</sup> Document A101<sup>®</sup> – 2017

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

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021  
*(In words, indicate day, month and year)*

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 Contract 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

init.

(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.)

**Item**  
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.

Init.



§ 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 A201-2007 and 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 Manual 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:

Number	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.

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**

Board of Education of Howard County

(A Body Politic and Corporate)

**CONTRACTOR**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

Chao Wu, Chair (SEAL) \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

*(Printed name and title)*

Approved by:

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

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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 County Maryland 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 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.

 **AIA**® Document A312™ – 2010

**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:

**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.

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

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User Notes:

(1748452473)

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.
  - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United

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User Notes:

(1748452473)



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**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

Address:

Address:

*(Table deleted)(Paragraphs deleted)*

Init.

# AIA<sup>®</sup> Document A312™ – 2010

## 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: \$**  
**Modifications to this Bond:**  **NONE**  **SEE SECTION 16**

<b>CONTRACTOR AS PRINCIPAL</b>	<b>SURETY</b>
<b>COMPAN (CORPORATE SEAL)</b>	<b>COMPAN (CORPORATE SEAL)</b>
<b>Y:</b>	<b>Y:</b>
<b>SIGNATU</b>	<b>SIGNATU</b>
<b>RE:</b>	<b>RE:</b>
<b>NAME</b>	<b>NAME</b>
<b>AND</b>	<b>AND</b>
<b>TITLE:</b>	<b>TITLE:</b>

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

(Table deleted)

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User Notes:

(1316254543)

§ 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 its terms and conditions, or
2. Obtain a bid or bids for competing the Contract in accordance with its 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 Contractor 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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(1316254543)

# AIA<sup>®</sup> Document A201<sup>®</sup> – 2007

## General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

[REDACTED]

THE OWNER:

(Name and address)

[REDACTED]

THE ARCHITECT:

(Name and address)

[REDACTED]

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. 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 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)*

§ 2.2.5 Unless 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**

**§ 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

§ 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 constitute 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.

§ 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

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 review 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.

§ 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**

§ 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, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

- 1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2, 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)*

### §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

§ 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)*

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

## § 7.4 CHANGE ORDERS

§ 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 REQUISITION FOR PAYMENT

§ 9.3.1 The Contractor shall prepare and submit three original copies to the Architect on the 25<sup>th</sup> 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 shall indemnify and hold Owner harmless from any liens, claims, security interests, or encumbrances claimed by Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, 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

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

### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, 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 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)*

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

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

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§ 9.6.3 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner 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 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;



(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**

*(Paragraphs deleted)*

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; 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.

§ 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.

### **§ 11.2.11 Owner'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;
- \$ 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)*

**§ 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.

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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)*

**§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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User Notes:

§ 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.

§12.2.3 Such 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

§ 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

§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

§ 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 less 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 Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect 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)*

#### §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

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

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	yes	no
If no, additional insured coverage extends to cover liability arising out of:		
Owner's general supervision	yes	no
Products and completed operations	yes	no
Specimen of additional insured wording attached if other than 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.	yes	no
Amount of Retention or Deductible		
Specify if Retention or Deductible applies per occurrence or claim		

### 2. Business 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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Contractual Liability	yes	no
60 days notice of cancellation, nonrenewal, etc.	yes	no
Amount of Retention or Deductible		
Specify if Retention or Deductible applies per accident or claim		

**3. Workers Compensation and Employers Liability**

Insurer (precise name as per policy, not group name)		
Best's Rating and Financial Size		
Statutory benefits as required by state or Federal law	yes	no
"Other States" coverage	yes	no
Employers liability	yes	no
Each accident limit		
Each employee limit-disease		
Policy limit-disease		
60 days notice of cancellation, etc.	yes	no
Amount of Retention or Deductible		
Specify if Retention or Deductible applies per accident or claim		

**4. Contractors Pollution Liability**

Insurer (precise name as per policy, not group name)		
Best's Rating and Financial Size		
Each Pollution Incident Limit		
Annual Aggregate Limit		
Other Limit(s)		
Coverage Form:	Claims Made	Occurrence
Covers Operations of Both Contractor and Subcontractors	yes	no
Contractual Liability	yes	no
60 days notice of cancellation, nonrenewal, etc.	yes	no
Amount of Retention or Deductible		
Specify if Retention or Deductible applies per occurrence or claim		

**5. Umbrella Excess or Excess Liability**

Insurer (precise name as per policy, not group name)		
Best's Rating and Financial Size		
Coverage Form:	Umbrella and Excess	Straight Excess
Each Occurrence Limit		
General Aggregate Limit (for other than products/completed operations and auto liability)		
Products/Completed Operations Aggregate Limit		
Underlying Schedule of Insurance includes:		
Commercial General Liability	yes	no
Business Auto Liability	yes	no
Employers Liability	yes	no

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User Notes:

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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	yes	no
If no, additional insured coverage extends to cover liability arising out of:		
Owner's general supervision	yes	no
Products and completed operations	yes	no
Specimen of additional insured wording attached if other than 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.	yes	no
Amount of Retention		
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:

1. 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 required by the basic contract.
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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Office of Purchasing  
 10910 Clarksville Pike, Ellicott City, Maryland 21042-6198  
 (410) 313-6644, fax (410) 313-6789

## Terms and Conditions

### **1.1 CONTRACT AWARD**

It is the intent of The Board of Education of Howard County on behalf of the Howard County Public School System (hereinafter "HCPSS" or the "Board") to award to the lowest responsive and responsible Bidder(s) meeting specifications. HCPSS retains the right to award in aggregate, item-by-item, group-by-group, in full or in part, make multiple awards, partial awards, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions, or imposes conditions, or offers alternate items and may make any award which is deemed in the best interest of the HCPSS or to make no award at all at its sole discretion.

The HCPSS shall be the sole authority as to whether Bidder's offer meets specifications or are an approved equal and further reserves the right to reject any or all proposals or waive any informality which may appear to be in its best interest. HCPSS further reserves the right to consider information other than price when evaluating bids. A contract may be awarded to the provider(s) whose proposal best meets HCPSS requirements and needs at the time of award and whose fee structure is in the best interest of HCPSS.

HCPSS reserves the right to make an award with or without negotiations or to request best and final offers or to make award with or without further review.

In the event of tie bids where all factors are equal, award shall be made to one of the tie bidders in the following order of preference: Howard County based Bidder, the out of county Bidder but incorporated in Maryland, and then the out of state based Bidder. In the event a tie bid still exists, the Director of Procurement and Materials Management or their designee, shall conduct a coin toss for selection of the potential Award Bidder(s) or seek a geographical, proportional or divided award of contract, whichever is in the best interest of HCPSS.

### **1.2 CONTRACT DOCUMENTS**

Contract Documents consist of all solicitation documents, the specifications and scope of work and any applicable addenda, and any additional documentation issued. All of these materials and documents associated with this solicitation will be included in the Contract(s) which the Board of Education awards as a result of this solicitation and will become the contract. The offeror, by submitting its proposal, agrees that if awarded the contract that it will be bound under the contract to all the Terms and Conditions of the Contract Documents for any future goods and/or services awarded under this contract.

If Offeror's proposal is accepted and awarded, it will become incorporated and an integral part of the contract. However, Bidder's terms and conditions and any exceptions to HCPSS terms and conditions, unless expressly accepted by HCPSS, shall be excluded from the contract documents.

### **1.3 ORDER OF PRECEDENCE**

In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:

- 2.3.1 Section III: Specifications
- 2.3.2 Section II: Terms and Conditions
- 2.3.3 Section I: General Information
- 2.3.4 Appendices

#### **1.4 WAIVER OF RIGHT TO BID ON OTHER CONTRACTS**

The Offeror 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 goods and/or services to be provided under this agreement.

#### **1.5 INITIATION OF WORK**

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

#### **1.6 BILLING AND PAYMENT**

The awarded Contractor shall submit invoices to the Howard County Public School System, (Name of Department), 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: (Name of Contact), at the completion of each job. To expedite payments, invoices must contain the following information:

- a) Purchase Order Number
- b) Name of school or office
- 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

Invoices that do not contain the above information may be rejected.

**Timely invoicing is required.** Awarded Bidder(s) must submit invoices for services and/or goods no later than sixty (60) days following services rendered or receipt of goods. Awarded Bidder(s) expressly waives its right to payment if invoices are not submitted by the end of each fiscal school year (June 30<sup>th</sup>) or within sixty (60) days following services rendered, receipt of goods, or completion of project milestones, whichever is later, however, not to exceed 365 calendar days.

#### **1.7 INSURANCE**

The Offeror 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 H, INSURANCE REQUIREMENTS.

#### **1.8 SUBCONTRACTING OR ASSIGNMENT**

It is mutually understood and agreed that Awarded Bidder(s) shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest, therein, or their power to execute such contract in whole or in part to any other person, firm, or corporation, without the previous written consent of the HCPSS' Purchasing Director, but in no case shall such consent relieve the contractor from their obligation, or change the terms of the contract or purchase order.

Assignment or subcontracting without the written approval of HCPSS will be cause for termination.

In the event that some or all of the services and/or goods under this solicitation are permitted to be subcontracted, the bidder shall identify all proposed subcontractor/sub-consultant who will be furnishing services and/or under the terms of this solicitation. Subcontractor/sub-consultants shall conform in all respects to the applicable provisions specified for the prime contractor and shall be subject to approval by HCPSS. If a subcontractor/sub-consultant is determined to be unacceptable by HCPSS, the contractor shall substitute an acceptable subcontractor/sub-consultant with no change in any contract unit prices or overall contract sum. If a firm fails, within a timely manner, to propose another subcontractor/sub-consultant to which HCPSS has no objection, HCPSS reserves the right to reject the proposal. The bidder will use only those subcontractor/sub-consultants approved by HCPSS. All subcontractor/sub-consultants shall comply with all federal and state laws and regulation which are applicable to the services covered by the subcontractor and shall include all terms and conditions set forth herein which apply with equal force to the subcontractor/sub-consultant, as if they were the contractor referred to herein. The Awarded Bidder(s) is responsible for the contract performance, whether or not subcontractor/sub-consultants are used.



## **1.9 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 Awarded Bidder(s) or in the contract cost thereof.

If such changes cause an increase or decrease in the Awarded Bidder's cost of, or time required for, performance of any service under this contract, whether or not changed by an order or amendment, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Awarded Bidder(s) for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by the Awarded Bidder(s) 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 Awarded Bidder(s) shall be furnished without prior written authorization of HCPSS.

## **1.10 DELAYS AND EXTENSIONS OF TIME**

The Awarded Bidder(s) shall execute the work continuously and diligently and no charges or claims for damages shall be made by the Awarded Bidder(s) for any delays, acceleration, or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in the contract documents. Any and all time extensions and/or changes/substitutions of products, materials, equipment, and/or supplies must be requested in writing by the Awarded Bidder(s) before the extension and/or change takes place, and must be approved in writing by HCPSS. 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 may be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the awarded bidder(s).

## **1.11 PRICE ADJUSTMENTS**

HCPSS 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 5% 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 HCPSS 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 markup 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.

## **1.12 REMEDIES AND TERMINATION**

- a. **Correction of Errors, Defects, and Omissions** - The Awarded Bidder(s) agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under the contract documents without undue delays and without cost to HCPSS. The acceptance of the work set forth herein by HCPSS shall not relieve the Awarded Bidder(s) of this responsibility.
- b. **Set-Off** - HCPSS may deduct from and set-off against any amounts due and payable to the awarded bidder(s) any back-charges or damages sustained by HCPSS by virtue of any breach of this agreement by the awarded bidder(s) to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Awarded Bidder(s) 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 Awarded Bidder(s) for damages and HCPSS may affirmatively collect damages from the awarded bidder(s).

- c. **Termination for Cause** - If the Awarded Bidder(s) 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 providing thirty (30) days' written notice to the Awarded Bidder(s). The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Awarded Bidder(s), shall at HCPSS's option, become HCPSS property. HCPSS shall pay fair and equitable compensation for satisfactory performance of services or goods delivered prior to the receipt of notice of termination, less the amount of damages caused by Awarded Bidder's breach.

If the damages are more than the compensation payable to the Awarded Bidder(s), the Awarded Bidder(s) will remain liable after termination and HCPSS can affirmatively collect damages.

- d. **Termination for Convenience** - HCPSS may terminate all or any part of the work required under this contract for the convenience of HCPSS by providing ninety (90) days' written notice. In the event of such termination, HCPSS shall determine the costs the Awarded Bidder has incurred to the date of termination. The Awarded Bidder(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. The Awarded Bidder(s) agrees that the Awarded Bidder(s) does not have the right to termination for convenience.

- e. **Termination for Non-Appropriation of Funds:** HCPSS may terminate this contract, in whole or in part, due to insufficient funding with thirty (30) days' written notice to the awarded bidder(s). HCPSS shall pay for all of the purchases and services, if any, incurred up to the date of the termination notice.

- f. **Obligations of Awarded Bidder(s) upon Termination** - Upon notice of termination as provided above, the Awarded Bidder(s) 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, and 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 Awarded Bidder(s) 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 Awarded Bidder(s) which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPSS. Title to such items shall be transferred to HCPSS.

- g. **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.

### **1.13 RESPONSIBILITIES AND WARRANTIES**

- a. The Awarded Bidder(s) (also referred to herein as "Contractor") shall perform the services and/or provide the goods with that standard of care, skill, and diligence normally provided by a Contractor, or professional in the performance of services and/or goods similar to the services and/or goods hereunder.
- b. 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.
- c. HCPSS's review, approval, or acceptance of, nor payment for, any of the services required under this contract shall NOT 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.

- d. Contractor warrants 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.
- e. Contractor warrants 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.
- f. Contractor warrants 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.
- g. Contractor warrants 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.
- h. Contractor agrees that the equipment or supplies furnished under this award and or contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such equipment or supplies and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the HCPSS by any other clauses of the contract. All equipment shall in the very least carry a standard factory warranty against defects in parts and workmanship for the time period stated in the product warranty specifications and/or for one (1) year from date of acceptance. If the manufacturer warrants equipment for a period longer than one (1) year, the Contractor shall pass through this time to HCPSS.
- i. Contractor warrants 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.

#### **1.14 PROTESTS AND DISPUTES**

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 Procurement Specialist.

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 Director of Procurement and Materials Management, 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.

#### **1.15 GOVERNING LAW AND VENUE**

The Contract Documents shall be governed by the laws of the State of Maryland and nothing in these Contract Documents shall be interpreted to preclude HCPSS from seeking, after completion or termination of the agreement, any and all remedies provided by law. Any lawsuit arising out of the Contract Documents shall be filed in the appropriate state court of competent jurisdiction located in Howard County, Maryland.

#### **1.16 WAIVER OF JURY TRIAL**

The Awarded Bidder(s) and the Board hereby waive trial by jury in any action or proceeding to which the Board and/or Awarded Bidder(s) are parties arising out of or in any way pertaining to the Contract Documents. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to the Contract Documents. This waiver is knowingly, willingly and voluntarily made by the Board and the Awarded Bidder(s) and the Awarded Bidder(s) hereby represent and warrant that no representations of fact or opinion have been made by and individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The parties further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of the Contract Documents and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to

discuss this waiver with legal counsel.

### **1.17 EXAMINATION OF RECORDS**

The Contractor agrees that the auditor of HCPSS or any of their duly authorized representatives shall, have five (5) 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.

### **1.18 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.

### **1.19 COOPERATIVE PURCHASING CLAUSE**

In accordance with State Finance and Procurement Article, Sect. 13-110, Maryland Annotated Code, HCPSS reserves the right to extend the terms of any contract resulting from this proposal to public bodies, subdivisions, school districts, community colleges, colleges, and universities including nonpublic schools. The Contractor agrees to notify HCPSS of those entities that request to use any contract resulting from this proposal and provide usage information to HCPSS, if requested.

Howard County Public School System assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may enter into a cooperative agreement associated with the contract resulting from this proposal. All purchases and payment transactions will be made directly between the contractor and the requesting entity.

### **1.20 NON-HIRING OF OFFICIALS AND EMPLOYEES**

No official or employee of HCPSS whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of HCPSS become or be an employee of the contractor or any entity that is a subcontractor on this contract.

### **1.21 ACCESS TO PUBLIC RECORDS ACT NOTICE**

- a. The Board of Education of Howard County is subject to the Maryland Public Information Act, State Government Article § 10-611, et. seq. As a result, the Board may be required to disclose, upon request, certain public records.
- b. All information submitted as part of this proposal is subject to release under the Maryland Public Information Act (MPIA). If you would like the Howard County Public School System to consider redactions in the event that your proposal is subject to a MPIA request, submit a proposed MPIA copy including justifications for each redaction and under what specific exemption that justification is qualified for redaction.
- c. Transparency in the use of public funding is fundamental to HCPSS operations. Prior to the award of bids and contracts, the Board of Education of Howard County reviews and approves cost to be incurred by the school system – therefore, offerors should be aware that submission to this RFP may subject your pricing offer to release in a public forum. Additionally, pricing and payments made by HCPSS under the resulting Contract may also become subject to release as public information. HCPSS may consider both the ability to obtain necessary pricing from future offerors as well as the potential to cause harm to the competitive position of offerors in determining release of pricing detail.
- d. Copyrighted submittals are unacceptable and will be disqualified as non-responsive. All submittals become the property of HCPSS.

### **1.22 CONTINGENT FEE PROHIBITION**

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.

### **1.23 OWNERSHIP AND USE**

All materials, including but not limited to training documents, program and software, diagnostic equipment and energy information systems furnished by Offeror 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.

All documents, materials or data developed as a result of this contract shall be the property of HCPSS. Therefore HCPSS has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. HCPSS may use this information for its own purposes, or use it for reporting to state or federal agencies. The awarded bidder(s) must keep confidential and warrants that it has title to or right of use of all documents, material, or data used or developed in connection with this contract.

### **1.24 ADHERENCE TO SCHOOL SYSTEM POLICIES AND STATE AND FEDERAL REGULATIONS**

The Offeror and any Sub-Offeror personnel assigned to this project must be cognizant and abide by the Board of Education of Howard County 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 Board policies and Implementation 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.

### **1.25 SEX OFFENDER NOTIFICATION**

Maryland law requires certain sex offenders to register with the local law enforcement agency; See *Maryland Annotated Code*, Criminal Procedure Article, §11-704. One of the purposes of this law 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/consultant working for 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 requires that any person who enters into a contract with a county board of education "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure 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 regularly screen their workforces 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 immediate termination of the contract for cause.

Additionally, § 6-113 of the Education Article further requires 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 all assigned employees comply with the requirements.

### **1.26 CRIMINAL HISTORY BACKGROUND CHECKS**

All employees, agents, or representatives of the Awarded Bidder(s) 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

HCPSS. Such persons, if requested by the school system, must provide fingerprints and other required information in accordance with HCPSS requirements to facilitate such a check, as well as pay for 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.

### **1.27 ETHICS**

The Board of Education of Howard County has adopted an Ethics policy. Required by state statute, 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.

In accordance with Board Policy 2070-Ethics, offerors are hereby notified that the giving or offering of a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work on the grounds that the Offeror is no longer a responsible Offeror. All bidders are placed on notice that all questions/interpretations concerning the Board Ethics Policy may be submitted to the Ethics Review Panel.

### **1.28 DEBARMENT STATUS**

By submitting their proposal, the offeror(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.

### **1.29 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 termination of the contract for cause.

### **1.30 INDEMNIFICATION**

The Awarded Bidder(s) shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of its 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 Awarded Bidder(s) are deemed to be the Awarded Bidder's acts.

Awarded Bidder agrees to indemnify and hold harmless the Howard County Public School System and its Board, employees, agents, representatives, and students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Awarded Bidder's performance under the Contract Documents. The indemnification obligation of the Awarded Bidder 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 Awarded Bidder shall cover the acts or omissions of any permitted subcontractors hired by the Awarded Bidder. Furthermore, the indemnification obligation of the Awarded Bidder shall survive termination of the contract for any reason.

### **1.31 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.

### **1.32 eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION**

Awarded bidders are required to register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the awarded bidder'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 the help desk at [emma.helpdesk@maryland.gov](mailto:emma.helpdesk@maryland.gov) or call (410) 767-1492.

### **1.33 RIGHT TO STOP WORK**

If HCPSS determines, either directly or indirectly, that the Contractor's 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.

### **1.34 NON-DISCRIMINATION**

In the execution of the obligations and responsibilities hereunder, included, but not limited to hiring or employment made possible by or relating to the Contract Documents, or the provisions of goods and services provided, the Awarded Bidder(s) shall not discriminate against persons on the basis of religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, disability, or genetic information. For more information, contact the Equity Assurance Office of the Howard County Public School System at 10910 Route 108, Ellicott City, MD 21042 or call 410-313-6654. HCPSS is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities, and services. HCPSS government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of the awarded contract acknowledges your commitment and compliance with ADA.

### **1.35 INDEPENDENT CONTRACTOR**

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. The Awarded Bidder(s) will not be entitled to and expressly disclaims any right to worker's compensation, retirement, insurance, or other benefits afforded to employees of HCPSS.

### **1.36 CONTRACTOR PERFORMANCE/EVALUATION SCORECARD**

Upon completion of a project/service or at any time during the project/service, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project/service, see Appendix G. 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/service may be disqualified for bidding on any future project/service with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

### **1.37 ANTI-BRIBERY**

Awarded bidder(s) warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

### **1.38 MULTIPLE PROPOSALS**

No bidder will be allowed to offer more than one proposal for a solicitation regardless of the availability of several items or services that they feel may perform the same function or meet the specifications as described in the solicitation. If a bidder should submit more than one proposal for a solicitation, all solicitations may be rejected at the discretion of HCPSS.



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 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:	<b>Highly Dissatisfied</b>	<b>Highly Satisfied</b>
1. <b>Quality of Work.</b> 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. <b>Responsiveness.</b> 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. <b>Professionalism.</b> 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
4. <b>Resources.</b> 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. <b>Schedule Management.</b> 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
6. <b>Quality Control.</b> The contractor's ability to identify problems and deficiencies before you do.	1 2 3 4 5 6 7 8 9 10	N/A

7. <b>Deficiency Resolution.</b> 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. <b>Submittal Management.</b> 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. <b>Training.</b> 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. <b>Appearance.</b> 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. <b>Security.</b> The contractor's ability to safeguard your facilities and assets.	1	2	3	4	5	6	7	8	9	10	N/A
12. <b>Safety.</b> 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. <b>Utility Conservation.</b> 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. <b>Disruptions.</b> 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. <b>Quality of Materials.</b> The contractor's ability to use high quality parts and supplies.	1	2	3	4	5	6	7	8	9	10	N/A
17. <b>Emergency Response.</b> 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. <b>Hazardous Materials.</b> The contractor's ability to properly handle hazardous materials.	1	2	3	4	5	6	7	8	9	10	N/A
19. <b>Innovation.</b> 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. <b>Teamwork.</b> 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. <b>Cost Management.</b> The reasonableness of the contractor's costs, especially for contract changes.	1	2	3	4	5	6	7	8	9	10	N/A
22. <b>Billing.</b> The contractor's ability to present correct and properly documented invoices.	1	2	3	4	5	6	7	8	9	10	N/A
23. <b>Compliance.</b> 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

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

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SAMPLE

Please return the completed survey by email to: [Kristal.Burgess@hcpss.org](mailto:Kristal.Burgess@hcpss.org) or fax (410) 313-6789  
Thank you for your prompt assistance.

"General Decision Number: MD20230035 05/26/2023

Superseded General Decision Number: MD20220035

State: Maryland

Construction Type: Building

County: Howard County in Maryland.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

2	02/03/2023
3	04/07/2023
4	05/05/2023
5	05/26/2023

ASBE0024-007 04/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 39.27	18.67+a

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

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BRMD0001-011 04/30/2023

	Rates	Fringes
BRICKLAYER (Excluding Pointing, Caulking and Cleaning).....	\$ 36.50	13.47

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CARP0197-006 05/01/2022

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Form Work, Metal Stud Installation and Scaffold Building, Excluding Acoustical).....	\$ 31.40	13.86

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CARP0219-002 05/01/2022

	Rates	Fringes
MILLWRIGHT.....	\$ 34.90	16.71

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CARP0474-002 05/01/2022

	Rates	Fringes
PILEDRIVERMAN.....	\$ 34.62	16.36

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ELEC0024-012 12/04/2022

	Rates	Fringes
ELECTRICIAN (Including low voltage wiring for and installation of alarms; HVAC controls).....	\$ 43.50	5.25%+17.19

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ELEC0024-013 05/29/2022

Rates Fringes  
101 of 183

ELECTRICIAN (Communication and Sound Equipment).....\$ 30.90 4.75%+14.45

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

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\* ENGI0037-028 04/01/2023

	Rates	Fringes
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 31.43	13.92+a
OPERATOR: Bulldozer.....	\$ 33.38	13.92+a
OPERATOR: Forklift.....	\$ 33.38	13.92+a
OPERATOR: Gradall.....	\$ 33.38	13.92+a
OPERATOR: Loader (Front End)		
1 1/4 yards and over.....	\$ 33.38	13.92+a
1 Yard and Under.....	\$ 31.43	13.92+a
OPERATOR: Roller excluding Asphalt.....	\$ 27.80	13.92+a

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

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IRON0005-020 06/01/2021

	Rates	Fringes
GLAZIER.....	\$ 31.17	24.16
IRONWORKER (Fence Erection-Chain Link/Cyclone).....	\$ 31.17	24.16
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 31.17	24.16
IRONWORKER, SHEETING.....	\$ 31.17	24.16

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LABO0710-004 04/01/2022

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 21.06	6.06

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PAIN0051-024 06/01/2022

	Rates	Fringes
PAINTER		
Brush, Roller, Spray, Drywall Finisher/Taper and Paperhanger.....	\$ 26.61	11.41
Industrial.....	\$ 33.05	12.48

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PLAS0891-005 07/01/2021

	Rates	Fringes
PLASTERER (Including Fireproofing).....	\$ 30.53	7.93

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PLAS0891-006 02/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.82	11.68

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 PLUM0486-014 12/16/2022

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 44.66	23.38

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 ROOF0030-033 07/01/2022

	Rates	Fringes
ROOFER, Excludes Installation of Metal Roofs.....	\$ 28.45	13.71

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 SFMD0669-001 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 40.46	25.22

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 SHEE0100-026 05/01/2022

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation).....	\$ 36.58	22.31

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 \* SUMD2010-083 04/30/2010

	Rates	Fringes
ABATEMENT WORKER: ASBESTOS (Removal from Mechanical Systems).....	\$ 12.60 **	3.91
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 16.00 **	2.60
ELEVATOR MECHANIC.....	\$ 29.66	9.34
LABORER: Common or General.....	\$ 11.63 **	1.41
LABORER: Grade Checker.....	\$ 16.00 **	2.90
LABORER: Landscape.....	\$ 10.00 **	0.00
LABORER: Mason Tender - Brick...	\$ 14.76 **	7.73
LABORER: Mason Tender - Stone...	\$ 14.03 **	0.00
LABORER: Mortar Mixer.....	\$ 16.61	9.08
LABORER: Pipelayer.....	\$ 13.70 **	4.11
LABORER: Mason Tender (For Pointing, Caulking and Cleaning).....	\$ 12.93 **	0.00

MASON - STONE.....	\$ 29.82	10.05
OPERATOR: Asphalt Roller.....	\$ 21.35	5.38
OPERATOR: Backhoe.....	\$ 22.78	5.94
OPERATOR: Boom.....	\$ 21.44	8.29
OPERATOR: Crane.....	\$ 20.75	3.11
OPERATOR: Excavator.....	\$ 16.95	5.69
OPERATOR: Grader/Blade.....	\$ 14.50 **	4.35
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.73	5.02
PLUMBER.....	\$ 28.22	11.12
POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....	\$ 19.75	0.00
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 17.00	2.55
TILE FINISHER.....	\$ 17.32	0.00
TILE SETTER.....	\$ 21.38	4.65
TRUCK DRIVER: Dump Truck.....	\$ 15.40 **	1.96
TRUCK DRIVER: Tractor Haul Truck.....	\$ 17.87	9.98

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

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\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$16.20) or 13658  
(\$12.15). Please see the Note at the top of the wage  
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours  
they work, up to 56 hours of paid sick leave each year.  
Employees must be permitted to use paid sick leave for their  
own illness, injury or other health-related needs, including  
preventive care; to assist a family member (or person who is  
like family to the employee) who is ill, injured, or has other



health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

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This content is from the eCFR and is authoritative but unofficial.

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## Title 29 - Labor

### Subtitle A - Office of the Secretary of Labor

#### Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)

##### Subpart A - Davis-Bacon and Related Acts Provisions and Procedures

**Source:** 48 FR 19540, Apr. 29, 1983, unless otherwise noted.

**Authority:** 5 U.S.C. 301; R.S. 161, 64 Stat. 1267; Reorganization Plan No. 14 of 1950, 5 U.S.C. appendix; 40 U.S.C. 3141 *et seq.*; 40 U.S.C. 3145; 40 U.S.C. 3148; 40 U.S.C. 3701 *et seq.*; and the laws listed in 5.1(a) of this part; Secretary's Order No. 01-2014 (Dec. 19, 2014), 79 FR 77527 (Dec. 24, 2014); 28 U.S.C. 2461 note (Federal Civil Penalties Inflation Adjustment Act of 1990); Pub. L. 114-74 at sec. 701, 129 Stat 584.

**Source:** 48 FR 19541, Apr. 29, 1983, unless otherwise noted.

**Editorial Note:** Nomenclature changes to subpart A of part 5 appear at 61 FR 19984, May 3, 1996.

#### § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics

performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

- (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) **Withholding.** The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) **Payrolls and basic records.**
  - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
  - (ii)
    - (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the

payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
  - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such

representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees -**

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress,



expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of eligibility.**
  - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) **Contract Work Hours and Safety Standards Act.** The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.
- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
  - (3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
  - (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including

guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

*(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:*

Paragraph	OMB Control No.
(a)(1)(ii)(B)	1235-0023
(a)(1)(ii)(C)	1235-0023
(a)(1)(iv)	1235-0023
(a)(3)(i)	1235-0023
(a)(3)(ii)(A)	1235-0023
	1235-0008
(c)	1235-0023

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**PROJECT MANUAL  
HVAC UNIT REPLACEMENT  
CLARKSVILLE MIDDLE SCHOOL**

**HCPSS BID # 130.23.B3**



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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

Project Identification: Replacement of Exterior Wall Mounted Bard A/C Units at seven (7) places as indicated that includes classrooms and an electrical room at Clarksville MS.

1. For location of School and the classrooms/electrical room where replacement Bard Heat Pump Units are to be installed, see contract plans.

##### B. Owner: Howard County Public School System

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

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

##### *Mechanical, Electrical, and Plumbing*

1. Remove the following existing equipment and associated duct (to extent indicated), electrical and controls connections:
  - a. One (1) Wall Heat Pump at each of the seven (7) places as indicated.
  - b. The refrigerant charge shall be collected, stored, and turned over to the Owner per local, State, and EPA guidelines.
  - c. Remove wall mounted thermostat in each of the existing classrooms and the electrical room.

2. Provide mechanical and electrical work for the replacement of wall mounted heat pump units as indicated on plans. Provide wall mounted thermostat, humidistat, and controller in each classroom and the electrical room.
  3. Provide wall cutout to remove existing and install replacement heat pump units and connect SA/RA stub-out ducts to existing galvanized duct (above ceiling) to the extent indicated. New SA/RA sub-out ducts shall have 1” fiberglass insulation. Galvanized duct re-connection to existing fiberglass ducts in each space shall have flanged joint.
  4. Repair/repaint to match existing architectural finish at each classroom/electrical/storage room upon completion of replacement unit installations.
  5. The manufacturer of dehumidification unit shall provide services of a factory authorized start-up technician with the latest training and service tools, who will perform the necessary Start-up and Set-up of equipment to optimize efficiency of unit. The start-up technician will also review equipment features with your staff and verify optimal HVAC performance. This service shall include the following.
    - a. Startup – following prescribed engineering checklists, shall ensure all equipment functions meet operational parameters in a reliable and efficient manner.
    - b. Operation – from startup and shall ensure new products will operate within designed parameters.
    - c. Performance – The unit would operate at peak reliability and efficiency during the first 2 years of service.
    - d. Start-up report shall be included in O & M manual.
  6. Contractor to balance dehumidification units and existing air devices to the air quantities indicated on plans.
- 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 the 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 relocatable classrooms affected by construction operations in weathertight conditions throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Owner Occupancy: The modular classrooms will be unoccupied prior to the start of construction. But Owner will occupy the main school building 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 jurisdiction.
- 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 in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are 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 the 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.  
PRODUCTS (Not Used)

PART 2 - EXECUTION (Not Used)

END OF SECTION 011000

## 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 subcontractors, 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 them 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 the 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 the capabilities and experience of a 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 the signature of the 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 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

- 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 field tests in Section 238416.13, 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.
- C. 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 specific requirements indicated; and having complied with requirements of authorities having jurisdiction.
- D. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
  - 1. Observe site conditions
  - 2. Conditions of surfaces and installation.
  - 3. Quality of workmanship.
  - 4. Start-up of equipment.
  - 5. Test, adjust and balance Heat Pumps and existing air devices to indicated air quantities

PART 2 - PRODUCTS - Not applicable to this Section

PART 3 - EXECUTION - Not applicable to this Section

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, which 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 used materials that visually match in-place adjacent surfaces are 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, routing, and location of condensate, ductwork, air devices 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 ductwork, 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 related installation.
  2. Examine walls, ceiling, floors, 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.

### 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 on 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 more than 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, which 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 for 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 the 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 communal areas. Enforce requirements. 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 for 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 them 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 safety. 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 the 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 authority, 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.

### PART 3 - EXECUTION

#### 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 authority.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of to 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 the operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by the 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 the 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-surface 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 be specified condition as directed by HCPSS.

END OF SECTION 017700

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory manuals.
  - 2. Emergency manuals.
  - 3. Systems and equipment operation manuals.
  - 4. Systems and equipment maintenance manuals.
  - 5. Product maintenance manuals.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Engineers will comment on whether the content of operation and maintenance submittals is acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
  - 1. Submit one hard copy and one electronic copy (pdf).
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Engineer. will return copy with comments as applicable.
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

#### 1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. **Electronic Files:** Use electronic files prepared by the manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. **File Names and Bookmarks:** Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy:** Submit manuals in the form of hard copy, bound and labeled volumes.
1. **Binders:** Heavy-duty, three-ring, vinyl-covered, post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
  2. **Drawings:** Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.
- 1.4 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS**
- A. Organization of Manuals:** Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
  2. Table of contents.
  3. Manual contents.
- B. Title Page:** Include the following information:
1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for A/E.



7. Names and contact information for major consultants to the A/E. that designed the systems contained in the manuals.
  8. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

#### 1.5 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  2. Performance and design criteria if Contractor have delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements include inspection and renewal dates.
- C. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
  2. Manufacturer's name.
  3. Equipment identification with serial number of each component.

4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

F. Piped Systems: Diagram piping as installed and identify color coding where required for identification.

## 1.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds, as described below.

C. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

- a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
  2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  3. Identification and nomenclature of parts and components.
  4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
  2. Troubleshooting guide.
  3. Precautions against improper maintenance.
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  5. Aligning, adjusting, and checking instructions.
  6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.
- H. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
- 1.7 PRODUCT MAINTENANCE MANUALS
- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
  - B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
  
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
  
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
  
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

## SECTION 017900 - DEMONSTRATION AND TRAINING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - a. Instruction in operation and maintenance of systems, subsystems, and equipment.
  - b. In-Classroom Training, all related information and technical information associated with equipment and systems, configuration, construction etc.
  - c. On-site Training. All functions, operational, and maintenance procedures shall be included.
  - d. Allocate an adequate number of hours for In-classroom training, and on-site training. Training plan to be submitted prior to proceeding.
  - e. Demonstration conducted during system pre-start, Start-up, Pre-functional testing, Functional Testing, Pre-commissioning, and Commissioning are not acceptable for the purpose of requirements noted in item 1.A.a. through d. above.
  - f. Requirement for third-party commissioning.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Demonstration and Training:
  - a. At completion of training, submit complete training manual(s) for Owner's use prepared in same paper and PDF file format required for operation and maintenance manuals specified in Section 017823 "Operation and Maintenance Data."

#### 1.3 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination."

#### 1.4 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Johnson Controls, Inc.

#### 1.5 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - a. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria where Contractor have design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - b. Documentation: Review the following items in detail:
    - a. Emergency manuals.

- b. Systems and equipment operation manuals.
  - c. Systems and equipment maintenance manuals.
  - d. Product maintenance manuals.
  - e. Project Record Documents.
  - f. Identification systems.
  - g. Warranties and bonds.
  - h. Maintenance service agreements and similar continuing commitments.
- c. Operations: Include the following, as applicable:
- a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
- d. Adjustments: Include the following:
- a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
- e. Troubleshooting: Include the following:
- a. Diagnostic instructions.
  - b. Test and inspection procedures.
- f. Maintenance: Include the following:
- a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning.
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
- g. Repairs: Include the following:

- a. Diagnosis instructions.
- b. Repair instructions.
- c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
- d. Instructions for identifying parts and components.
- e. Review of spare parts needed for operation and maintenance.

#### 1.6 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at the instructional location.

#### PART 2 - PRODUCTS

#### PART 3 - EXECUTION

END OF SECTION 017900



## SECTION 238416.13 - OUTDOOR, MECHANICAL DEHUMIDIFICATION UNITS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes wall mounted, factory-assembled and -tested, outdoor, mechanical dehumidification unit designed for outdoor installation.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For outdoor, mechanical dehumidification unit.
  - 1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For dehumidification units to include in emergency, operation, and maintenance manuals.

#### 1.5 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of outdoor, mechanical dehumidification units that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period for Compressors: Manufacturer's standard, but not less than five years from date of Substantial Completion.
  - 2. Warranty Period for Refrigerant Coils: Manufacturer's standard, but not less than five years from date of Substantial Completion.

### PART 2 - PRODUCTS

## 2.1 OUTDOOR, MECHANICAL DEHUMIDIFICATION UNIT MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide Basis of Design Bard Unit as scheduled on drawing or Engineer approved equal

## 2.2 UNIT CAPABILITIES & PERFORMANCE REQUIREMENTS

Provide Wall-Mount Single Stage heat pumps, which are self-contained energy efficient heating and cooling systems. The Unit shall provide a unique dehumidification circuit for periods of high indoor humidity conditions. Provide energy recovery ventilator to allow for outside ventilation air requirements by eliminating excessive sensible and latent loads to accommodate scheduled ventilation requirement.

- 11.0 EER cooling efficiency
- 3.3 COP heating efficiency
- Dehumidification circuit
- 3.0 ton cooling capacity
- Single and three-phase power options
- Copeland scroll compressor
- R-410A green refrigerant
- Balanced Climate feature
- Low and High Outdoor Temperature Cooling Operation
- Natural Fiber Insulation
- Hydrophilic Evaporator Coils
- Factory installed electric heat options
- Factory installed ventilation options
- AHRI Certified
- ETL Listed

## 2.3 CASINGS

- A. Unit shall have Non-Fiberglass Foil Faced Insulation: Environmentally friendly high “R” value non-fiberglass insulation that is made with recycled denim and cotton materials used with a FSK foil face that is both durable and cleanable.
- B. Durable Cabinet Construction: Multiple cabinet construction options are available for different outdoor conditions.
- C. ECM Indoor Motor Technology: 5 speed dual shaft motor provides quiet airflow operation when used with a twin blower assembly. Motor overload protection standard on all models.
- D. Electric Strip Heat: Reliable, comfortable heater packages feature an automatic limit and thermal cut-off safety control. Heater packages may be factory or field installed
- E. Factory Installed Vents: Multiple ventilation options are available to provide outdoor air for ventilation and/or energy savings. Ventilation options shall be factory installed.

F. Green Fin Hydrophilic Evaporator Coil: Green fin stock enhances coil wettability to help prevent mold growth, aids with condensate drainage, and provides a limited amount of protection to corrosive particulates in the airstream.

G. Built-in Circuit Breakers: Standard on all electric heat versions of single phase (208/230 volt).

H. Easy Filter Access: A separate filter door is provided for ease of filter access during routine unit maintenance. 1" filters are available with a rating of MERV13.

I. Controls: Easily accessible through left or right control panel locations. A lockable hinged access cover to circuit protection is provided.

J. Adjustable compressor on/off delay timer (CCM) with diagnostic lights is standard on all models.

K. Control panel shall be in the front of the unit with electrical entrances on both sides and back. Balanced Climate™ Technology (patent pending): High latent capacity humidity & sound reduction to remove up to 35% humidity, 2 stage 7-day programmable thermostat, Balanced Climate control as standard.

J. Provide hot gas reheat dehumidification for energy efficient humidity removal with Electronic Expansion Valves.

L. Enclosed Condenser Motor: An enclosed casing condenser motor with ball bearings is used for reliable operation and extended motor life. Enclosed condenser motors are standard on all units.

M. High Efficiency Cooling: Scroll compressors for quiet, efficient cooling. Designed with R-410A (HFC) non-ozone depleting refrigerant in compliance with the Montreal protocol and 2010 EPA requirements. A liquid line filter-drier is used to protect the system from moisture and is standard on all units.

## 2.4 CONTROLS

Cooling Operation: Provide single stage compressor cooling operation using R410A refrigerant. Copper tube/Aluminum hydrophilic green fin coils are used to provide high efficiency and easy serviceability. Scroll compressor technology delivers years of quiet, reliable operation.

Include Economizer vent options for increased energy efficiency during cooling operation when outdoor conditions are favorable.

Heating Operation: Provide two stage heating operation using resistance heaters. Unit shall have circuit breaker disconnect protection.

**Mechanical Dehumidification (Hot Gas Reheat) Operation:** This option shall provide an energy efficient way to remove humidity from the indoor air stream without over cooling or overheating the indoor space. The dehumidification operation shall remove moisture from air entering the unit. A three-way valve, reheat coil, and electronic expansion valve (EEV) shall be provided. The dehumidification circuit incorporates an independent heat exchanger coil in the supply air stream. This coil reheats the supply air after it passes over the cooling coil without requiring the electric resistance heater to be used for reheat purposes. Provide extremely high mechanical dehumidification capability on demand without using electric resistance reheat. Airflow during dehumidification is reduced resulting in quiet and comfortable operation

**Ventilation:** The Wall-Mount Unit shall provide a means of bringing outdoor air into the classroom Energy recovery option shall save energy when ventilation is necessary regardless of outdoor temperature.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine existing walls, floors, ceiling prior to installation of dehumidification units.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. Install units per published guidelines in manufacturer's installation manual .

#### 3.3 SERVICE CLEARNCE AND CONDENSATE PIPING CONNECTIONS

- A. Provide manufacturer recommended space for service and maintenance of dehumidification units.
- B. Condensate drain PVC piping to connect to existing condensate piping (which is tied to rain leaders).

#### 3.4 CONTROL CONNECTIONS

- A. Install control and electrical power wiring to field-mounted control devices.

#### 3.5 FIELD QUALITY CONTROL

- A. **Manufacturer's Field Service:** The manufacturer of dehumidification unit shall depute a factory-authorized start-up technician with the latest training and service tools, who will perform the necessary Start-up and Set-up of equipment to optimize efficiency of unit.

The factory-authorized start-up technician will also review equipment features with your staff and verify optimal HVAC performance

- B. Prepare test and inspection reports, submit to HCPSS.

### 3.6 CLEANING

- A. Clean dehumidification units internally, on completion of installation, according to manufacturer's written instructions. Clean fan interiors to remove foreign material and construction dirt and dust. Vacuum clean fan wheels, cabinets, and coils' entering-air face.
- B. After completing system installation, testing, and startup service of dehumidification units, clean filter housings and install new filters.

### 3.7 ADJUSTING

- A. Adjust damper linkages for proper damper operation.
- B. Adjust initial temperature and humidity set points.

### 3.9 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain dehumidification units.

END OF SECTION 238416.13

## SECTION 260000 - BASIC ELECTRICAL MATERIALS AND METHODS

### PART I - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this and the other Electrical Specification Sections.

#### 1.2 SUMMARY

- A. This Section includes general administrative and procedural requirements, as well as the following basic electrical materials and methods:

- 1. Submittals.
- 2. Record documents.
- 3. Operation and Maintenance manuals.
- 4. Rough-ins.
- 5. Electrical installations.
- 6. Cutting and patching.
- 7. Access to electrical installations.

- B. Summary of Work:

- 1. Provide a complete integrated electrical system in accordance with the intent of these specifications and the accompanying drawings.

#### 1.3 REFERENCED ORGANIZATIONS AND CODES

- A. All work in Divisions 26 shall comply with the latest version of following codes and regulations as adopted by the State of Maryland and the State Fire Marshal, unless otherwise specified.

- 1. NFPA (National Fire Protection Association).
- 2. ADA (American with Disabilities Act).
- 3. ANSI (American National Standards Inst.).
- 4. OSHA (Occupational Safety & Health Act).
- 5. COMAR (Code of Maryland Regulations).
- 6. UL (Underwriters Laboratories).
- 7. IBC (International Building Code).
- 8. State of Maryland Fire Prevention Code.
- 9. ANSI/EIA/TIA.
- 10. NETA (National Electrical Testing Association).
- 11. NEMA (National Electrical Manufacturer's Association).

12. NECA (National Electrical Contractors Association).

#### 1.4 SITE VISIT

- A. Prior to preparing the bid, the electrical subcontractor shall visit the site and become familiar with all existing conditions. Make all necessary investigations as to locations of utilities and all other matters which can affect the work. No additional compensation will be made to the contractor as a result of his failure to familiarize himself with the existing conditions under which the work must be performed.

#### 1.5 OUTAGES

- A. For all work requiring an outage, the contractor shall notify the Project Manager a minimum of two (2) weeks in advance.
- B. All electrical outages which will interfere with the normal use of the building in any manner shall be coordinated with the Using Agency.

#### 1.6 INSTALLER'S QUALIFICATIONS

- A. Electrical Installer shall submit the following evidence:
  1. Five (5) comparable completed projects.
  2. Reference letters from minimum of three (3) registered professional engineers, general contractors, building owners, explaining proficiency, quality of work, or other attributes on projects of similar size or substance.
  3. Copy of Maryland Master Electrician's License.
  4. Local or State license where required.
- B. The electrical installer shall utilize a full-time project foreman in charge of all electrical work.
  1. Fully qualified and experienced in such work.
  2. Available, on site, always during construction.
  3. All communication shall be through this person.
- C. Installers of specialized systems such as Fire Alarms, telecommunication systems, etc. shall meet the requirements of the associated spec section(s).

#### 1.7 WORK PERFORMANCE

- A. All electrical work must comply with the requirements of NFPA 70 (NEC), NFPA 70B, NFPA 70E, OSHA Part 1910 subpart J, OSHA Part 1910 subpart S and OSHA Part 1910 subpart K in addition to other references required by the contract.
- B. Before initiating any work, a job specific work plan must be developed by the contractor.

The work plan must include procedures to be used on and near the live electrical equipment, barriers to be installed, and safety equipment to be used and exit pathways.

- C. Job site and worker safety are the responsibility of the contractor. Compliance with the requirements of NFPA 70E is subject to ongoing inspection by Using Agency personnel and failure to comply will result in an immediate Stop Work order being issued and enforced at the contractor's expense.
- D. Protective Equipment: Electricians must use full protective equipment (i.e., certified and tested insulating material to cover exposed energized electrical components, certified and tested insulated tools, etc.) while working on energized systems in accordance with NFPA 70E.

## 1.8 SUBMITTALS

- A. General: Follow the procedures specified in Division 1 Section "Submittal Procedures."
- B. Product data as specified in the electrical specifications.
- C. Shop drawings detailing fabrication and installation requirements for electrical equipment.
- D. In instances of complex field wired systems, including but not limited to fire alarm system and security fence gate controls, the contractor shall submit:
  - 1. Cut sheets of every component such as control panels, fire alarm devices, wire, etc.
  - 2. The contractor shall submit detailed riser diagrams detailing point-by-point connections. Diagrams shall indicate cable on raceway between points.
  - 3. Corresponding floor plans showing only this system with conduit and wire runs between points.
  - 4. Both riser and floor plan shall indicate address of devices where applicable.
  - 5. Calculations for battery capacity and voltage drop.
  - 6. Preliminary programming information.
- E. Additional copies may be required by individual sections of these Specifications.

## 1.9 QUALITY ASSURANCE

- A. Comply with NFPA 70 for components and installation.
- B. Listing and Labeling: Provide products specified in this Section that are listed and labeled.
  - 1. The Terms "Listed and Labeled": As defined in the National Electrical Code, Article 100.



2. Listing and Labeling Agency Qualifications: A “Nationally Recognized Testing Laboratory” (NRTL) as defined in OSHA Regulation 1910.7.
- C. Install all components and equipment per manufacturer’s written instructions.
- D. Provide installation in accordance with recognized trade organizations and standards:
  1. NEMA.
  2. NECA “Standards of Installation”

#### 1.10 RECORD DOCUMENTS

- A. Prepare record documents in accordance with the requirements in Division 1 Section "Contract Closeout." In addition to the requirements specified in Division 1, indicate the following installed conditions:
  1. Conduit and wire run between the points.
  2. Equipment locations (exposed and concealed), dimensioned from prominent building lines.
  3. Approved substitutions, Contract Modifications, RFI responses and actual equipment and materials installed.

#### 1.11 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to the project properly identified with names, model numbers, types, grades, compliance labels, and other information needed for identification.

#### 1.12 SEQUENCING AND SCHEDULING

- A. Coordinate electrical equipment installation with other building components.
- B. Arrange for chases, slots, and openings in building structure during progress of construction to allow for electrical installations.
- C. Coordinate the installation of required supporting devices and set sleeves in poured in place concrete and other structural components as they are constructed.
- D. Sequence, coordinate, and integrate installations of mechanical materials and equipment for efficient flow of the Work. Coordinate installation of large equipment requiring positioning prior to closing in the building.
- E. Coordinate connection of electrical services.
- F. Coordinate connection of electrical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised

service companies, and controlling agencies.

- G. Coordinate requirements for access panels and doors where electrical items requiring access are concealed behind finished surfaces. Access panels and doors are specified in the Architectural Specifications.
- H. Coordinate installation of identifying devices after completing covering and painting where devices are applied to surfaces. Install identifying devices prior to installing acoustical ceilings and similar concealment.

## PART II - PRODUCTS (Not Applicable)

## PART III – EXECUTION

### 3.1 ROUGH-IN

- A. Verify final locations for rough ins with field measurements and with the requirements of the actual equipment to be connected.
- B. For equipment rough-in requirements see specifications for electrical equipment.

### 3.2 ELECTRICAL INSTALLATIONS

- A. General: Sequence, coordinate, and integrate the various elements of electrical systems, materials, and equipment. Comply with the following requirements:
  - 1. Coordinate electrical systems, equipment, and materials installation with other building components.
  - 2. Verify all dimensions by field measurements.
  - 3. Install systems, materials, and equipment to conform with approved submittal data, to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, notify HCPSS Project Manager.
  - 4. Install systems, materials, and equipment level and plumb, parallel and perpendicular to other building systems and components, where installed exposed in finished spaces.
  - 5. Install electrical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
  - 6. Install systems, materials, and equipment giving right-of-way priority to systems required to be installed at a specified slope.
  - 7. New circuit breakers shall be compatible for installation in existing Electrical panels. New circuit breaker AIC ratings shall match existing circuit breaker ratings.

### 3.3 PROTECTION OF WORK

- A. Protect work, material and equipment from weather and construction operations before and after installation.
- B. Properly store and handle all materials and equipment.
- C. Cover temporary openings for electrical equipment to prevent the entrance of water, dirt, debris, and other foreign matter.

### 3.4 EQUIPMENT PROVIDED UNDER ANOTHER DIVISION AND BY OTHERS

- A. The contractor shall make all system connections required to equipment furnished and installed under another division and by others.
- B. Contractors shall obtain all necessary data from the equipment supplied under other Divisions.

### 3.5 INSPECTIONS

- A. Contractor shall:
  - 1. Schedule and pay for (as applicable) third party Electrical inspection for entire Electrical scope of work and all other inspections required by the Authorities Having Jurisdiction.
  - 2. Deliver all certificates to the Owner prior to final acceptance of work.
- B. An electrical foreman, superintendent or other supervisor familiar with the project shall be in attendance for all scheduled electrical inspections.
- C. Schedule the preliminary and rough-in inspections in a timely manner. Any work covered prior to any inspection in a manner which, in the inspector's opinion, precludes a complete inspection shall be uncovered at the installer's cost.

### 3.6 FINAL CLEANING

- A. General: General cleaning during construction is required by the General Conditions.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- C. Remove all electrical clippings, wiring, nuts, bolts, etc. left on top of ceilings and ceiling tiles.

END OF SECTION 260000

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire rated 600 V or less.
2. Connectors, splices, and terminations rated 600 V or less.
3. Sleeves and sleeve seals.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Product Schedule: Indicate type, use, location, and termination locations.
- C. Field quality-control reports.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

- A. Description: Flexible, insulated, and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Standards:
  1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
  2. RoHS compliant.
  3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- C. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
- D. Conductor Insulation:
  1. Type THHN and Type THWN-2: Comply with UL 83.

## 2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Jacketed Cable Connectors: For steel cables, zinc diecast with set screws, designed to connect conductors specified in this Section.
- C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
  - 1. Material: Copper.
  - 2. Type: One hole with standard barrels.
  - 3. Termination: Compression.

## 2.3 SLEEVES FOR CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052-inch or 0.138-inch thickness as indicated and of length to suit application.
- C. Coordinate sleeve selection and application with selection and application of firestopping.

## 2.4 SLEEVE SEALS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide a comparable product by one (1) of the following:
  - 1. Advance Products & Systems, Inc.
  - 2. Calpico, Inc.
  - 3. Metraflex Co.
  - 4. Pipeline Seal and Insulator, Inc.
- B. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.
  - 1. Sealing Elements: NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
  - 2. Pressure Plates: Stainless steel. Include two for each sealing element.
  - 3. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

### PART 3 - EXECUTION

#### 3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Feeders: Copper for feeders smaller than No. 4 AWG; copper for feeders No. 4 AWG and larger. Conductors shall be solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- C. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

#### 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Feeders Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.
- B. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.

#### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.

### 3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

### 3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor and identify as spare conductor.

### 3.6 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Coordinate sleeve selection and application with selection and application of firestopping.
- B. Concrete Slabs and Walls: Install sleeves for penetration unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Rectangular Sleeve Minimum Metal Thickness:
  - 1. For sleeve rectangle perimeter less than fifty (50) inches and no side greater than 16 inches, thickness shall be 0.052 inch.
  - 2. For sleeve rectangle perimeter equal to, or greater than, fifty (50) inches and one (1) or more sides equal to, or greater than, sixteen (16) inches, thickness shall be 0.138 inch.
- E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- F. Cut sleeves to length for mounting flush with both wall surfaces.
- G. Extend sleeves installed in floors three (3) inches above finished floor level.
- H. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and cable unless sleeve seal is to be installed or unless seismic criteria require different clearance.

- I. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.
- J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and cable, using joint sealant appropriate for size, depth, and location of joint.
- K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at cable penetrations. Install sleeves and seal with firestop materials.

### 3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

END OF SECTION 260519



## SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Metal conduits and fittings.
2. Surface raceways.
3. Boxes and enclosures.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

### PART 2 - PRODUCTS

#### 2.1 METAL CONDUITS AND FITTINGS

##### A. Metal Conduit:

1. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
2. IMC: Comply with ANSI C80.6 and UL 1242.
3. EMT: Comply with ANSI C80.3 and UL 797.
4. FMC: Comply with UL 1; zinc-coated steel.
5. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

##### B. Metal Fittings: Comply with NEMA FB 1 and UL 514B.

1. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
2. Fittings, General: Listed and labeled for type of conduit, location, and use.
3. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
4. Fittings for EMT:
  - a. Material: Steel or die cast.

- b. Type: Setscrew or compression.
- 5. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
- 6. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- C. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

## 2.2 BOXES AND ENCLOSURES

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- E. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- F. Box extensions used to accommodate new building finishes shall be of the same material as recessed box.
- G. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.
- H. Gangable boxes are allowed.
- I. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 with continuous-hinge cover with flush latch unless otherwise indicated.
  - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
  - 2. Nonmetallic Enclosures: Plastic.
  - 3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

## PART 3 - EXECUTION

### 3.1 RACEWAY APPLICATION

- A. Apply raceway products as specified below unless otherwise indicated.
  - 1. Exposed, Not Subject to Physical Damage: EMT
  - 2. Concealed in Ceilings and Interior Walls and Partitions: LFMC
  - 3. Connection to Vibrating Equipment (including Transformers): LFMC
  - 4. Damp or Wet Locations: IMC
  - 5. Exposed, outdoor locations: Rigid Metal Conduit
  - 6. Boxes and Enclosures: NEMA 250, Type 1 and use NEMA 250, Type 3R in outdoor locations.
- B. Minimum Raceway Size: 3/4-inch trade size.
- C. Raceway Fittings: Compatible with raceways and suitable for use and location.
  - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
  - 2. EMT: Use setscrew or compression, steel, or cast-metal fittings. Comply with NEMA FB 2.10.
  - 3. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- D. Installing surface raceways were only indicated on Drawings.

### 3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Do not fasten conduits onto the bottom side of a metal deck roof.
- C. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- D. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- E. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- F. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.

- G. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches of enclosures to which attached.
- I. Stub-ups to Above Recessed Ceilings:
  - 1. Use IMC for raceways.
  - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- J. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- K. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- L. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- M. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- N. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish like that of adjacent plates or surfaces.
- O. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
  - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  - 2. Where an underground service raceway enters a building or structure.
  - 3. Conduit extending from interior to exterior of building.
  - 4. Conduit extending into pressurized duct and equipment.
  - 5. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
  - 6. Where otherwise required by NFPA 70.

- P. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
    - 1. Use LFMC in damp or wet locations subject to severe physical damage.
    - 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
  - Q. Mount boxes at heights as required by the installation. If the mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
  - R. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between the box and cover plate or the supported equipment and box.
  - S. Horizontally separate boxes mounted on opposite sides of walls, so they are not in the same vertical channel.
  - T. Locate boxes so that cover or plate will not span different building finishes.
  - U. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
  - V. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- 3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS
- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.
- 3.4 FIRESTOPPING
- A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

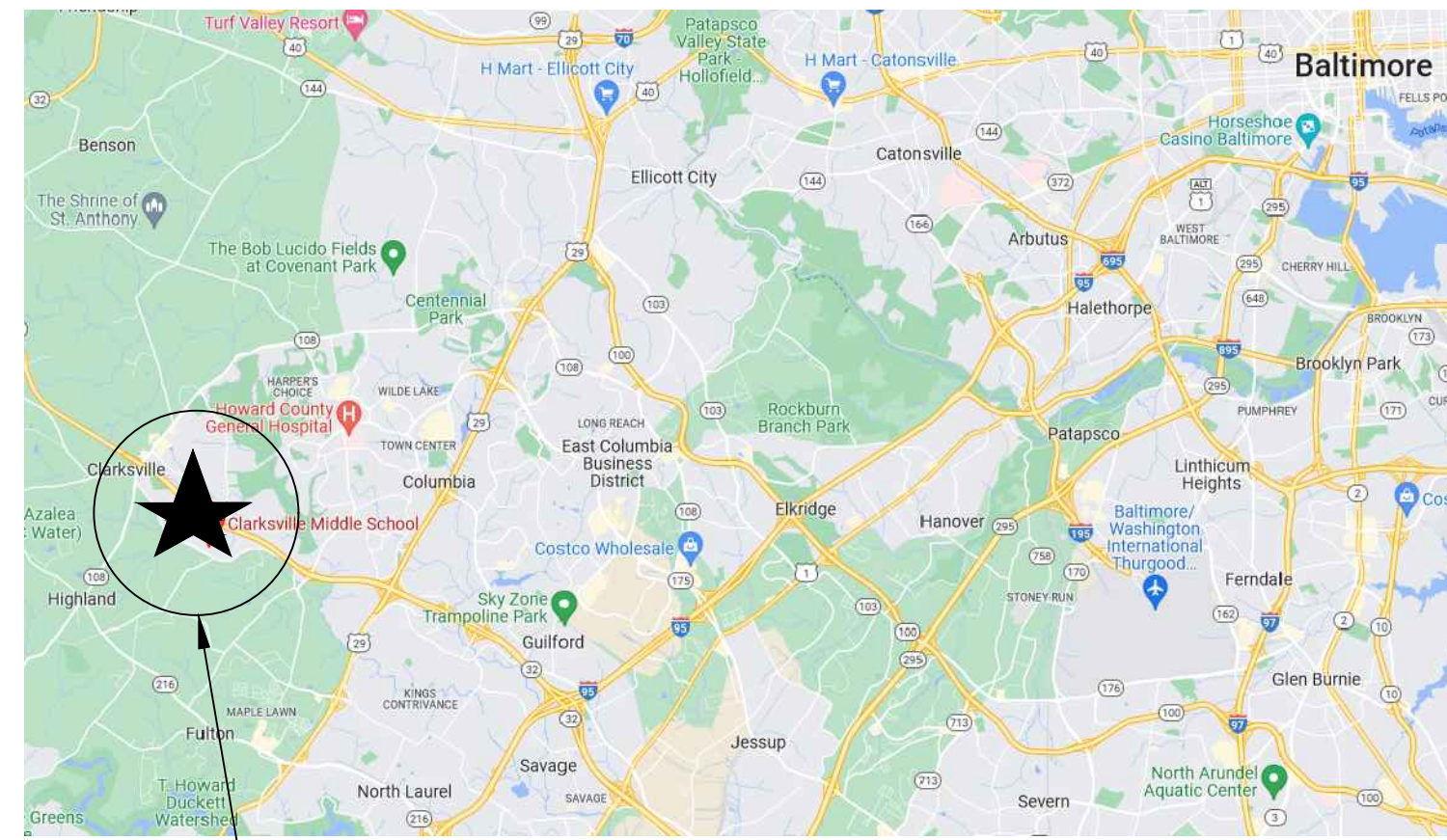
END OF SECTION 260533

# HVAC UNIT REPLACEMENT CLARKSVILLE MIDDLE SCHOOL

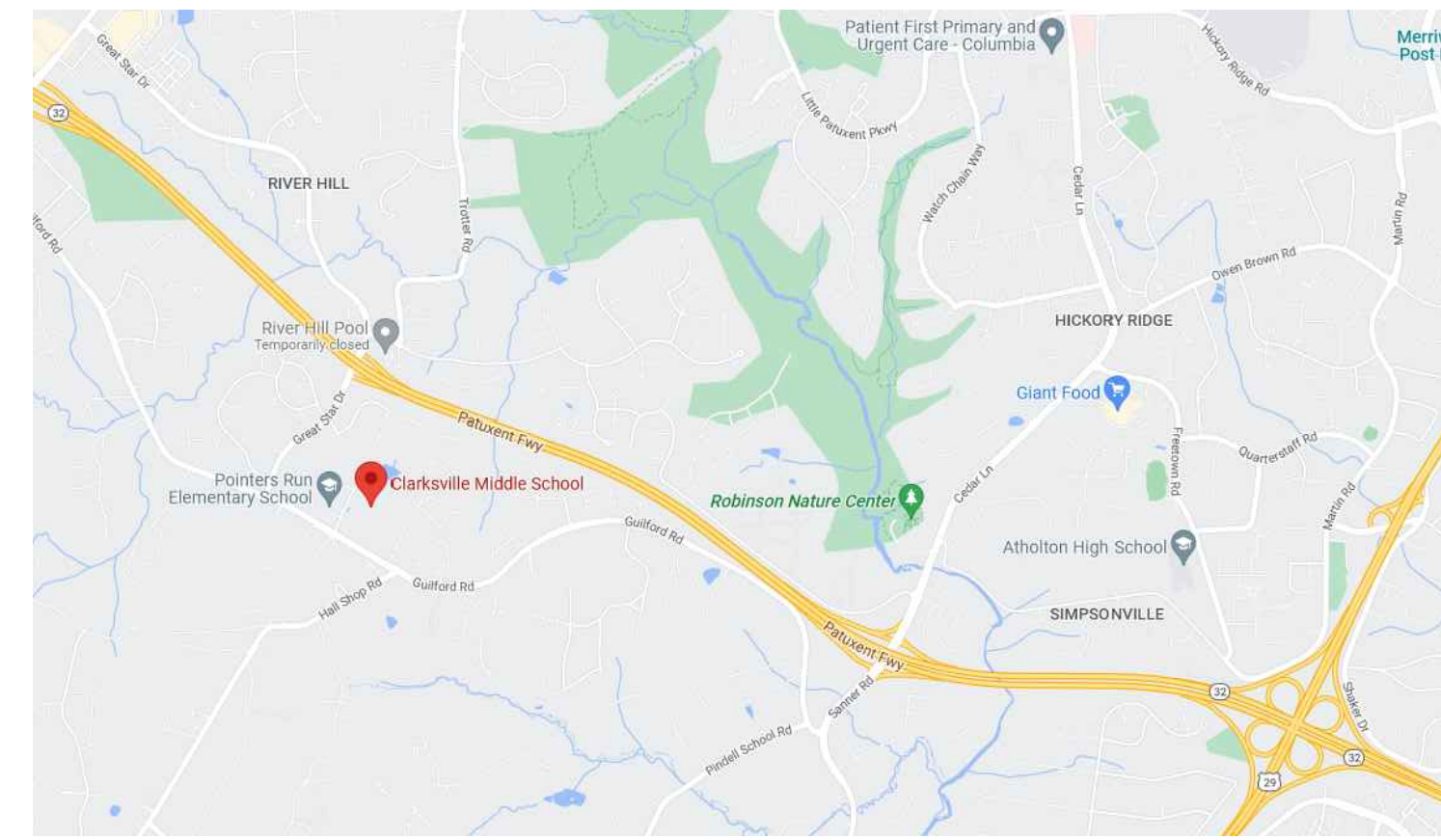
6535 SOUTH TROTTER ROAD  
CLARKSVILLE, MD 21029

HOWARD COUNTY PUBLIC SCHOOL SYSTEM

HCPSS BID #: 130.23.B3



PROJECT LOCATION  
**VICINITY MAP** 



**LOCATION MAP** 

LIST OF DRAWINGS	
TO.1	COVER SHEET
MO.1	LEGEND, ABBREVIATIONS AND SCHEDULE
M1.1	MECHANICAL DEMOLITION PLAN
M2.1	MECHANICAL NEW WORK PLAN
M3.1	DETAILS
E0.1	ELECTRICAL LEGEND, ABBREVIATIONS AND GENERAL NOTES
E1.1	ELECTRICAL DEMOLITION PLAN
E2.2	ELECTRICAL NEW WORK PLAN
E3.1	PANEL SCHEDULES I
E3.2	PANEL SCHEDULES II

  
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PROFESSIONAL CERTIFICATION  
"I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND"  
LICENSE NO.: 15929  
EXPIRATION DATE: 2-27-24



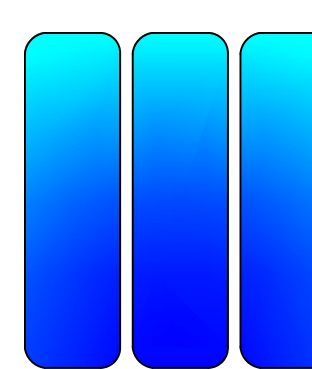
REVISIONS		
NO.	DESCRIPTION	DATE
1	95% CD SUBMISSION	11/11/2022
2	100% CD SUBMISSION	11/29/2022
3	BID DOCUMENTS	6/7/2023

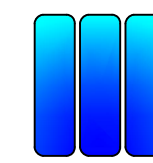
HVAC UNIT REPLACEMENT  
CLARKSVILLE MS  
HOWARD COUNTY PUBLIC SCHOOL SYSTEM

SHEET TITLE  
COVER SHEET

BID NO.  
130.23.B3  
DATE:  
06/07/2023  
SCALE:  
AS NOTED

TO.1  
SHEET 1 OF 10

 M S Engineers, Inc.  
10260 OLD COLUMBIA ROAD, SUITE A  
COLUMBIA, MARYLAND 21046  
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MS Engineers, Inc.

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PROFESSIONAL CERTIFICATION

"I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND"

LICENSE NO.: 15929  
EXPIRATION DATE: 2-27-24



REVISIONS

NO.	DESCRIPTION	DATE
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2	100% CD SUBMISSION	11/29/2022
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HVAC UNIT REPLACEMENT  
CLARKSVILLE MS

HOWARD COUNTY PUBLIC SCHOOL SYSTEM

SHEET TITLE

LEGEND, ABBREVIATIONS AND SCHEDULE

BID NO. 130.23.B3  
DATE: 06/07/2023  
SCALE: AS NOTED

MO.1  
SHEET 2 OF 10

**GENERAL NOTES**

1. THE DRAWINGS ARE DIAGRAMMATIC AND ARE INTENDED TO INDICATE CAPACITY, SIZE, APPROXIMATE LOCATION AND GENERAL ARRANGEMENT, NOT THE SPECIFIC DETAILS OF CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEANS AND METHODS TO REMOVE AND REPLACE EXTERIOR WALL MOUNTED BARD UNIT INCLUDING ASSOCIATED DUCTWORK AND ACCESSORIES TO THE EXTENT INDICATED. CUTTING/PATCHING/REPAIR/REFINISH OF WALLS AND CEILING SHALL BE REQUIRED FOR REMOVAL AND REPLACEMENT OF HEAT PUMP UNITS, REFER TO GENERAL AND SPECIFIC NOTES ON DRAWINGS.
3. THE SEQUENCE IN WHICH THE CONSTRUCTION SHALL BE PERFORMED AT SCHOOL SHALL BE ESTABLISHED BY THE CONTRACTOR IN CONSULTATION WITH HCPSS.
4. ALL PENETRATIONS OF WALLS SHALL BE FIRE STOPPED IN ACCORDANCE WITH IBC, NEC AND NFPA.
5. ALL WALLS AND CEILINGS AFFECTED BY DEMOLITION OR NEW WORK SHALL BE PATCHED, REPAIRED, AND PAINTED BY CONTRACTOR TO MATCH EXISTING FINISHES.

ABBREVIATIONS		LEGEND	
BTUH	BRITISH THERMAL UNITS PER HOUR		SPECIFIC DEMOLITION NOTE
CFM	CUBIC FEET PER MINUTE		SPECIFIC NEW WORK NOTE
EER	ENERGY EFFICIENCY RATIO		THERMOSTAT
ESP	EXTERNAL STATIC PRESSURE		SUPPLY AIR DUCT
MCA	MINIMUM CIRCUIT AMPACITY	—SA—	EXISTING SUPPLY AIR DUCT
MBH	1000 BRITISH THERMAL UNITS PER HOUR	—RAG—	WALL MOUNTED RETURN AIR GRILLE
MOCPPD	MAXIMUM OVERCURRENT PROTECTION DEVICE		HUMIDISTAT
OA QTY	OUTSIDE AIR QUANTITY		CONTROLLER
RA	RETURN AIR		CEILING SUPPLY AIR DIFFUSER
SA	SUPPLY AIR		EXISTING CEILING RETURN AIR PANEL
			WALL MOUNT HEAT PUMP DESIGNATION
			POINT OF DISCONNECT
			NEW TO EXISTING CONNECTION
			EXISTING ELECTRICAL PANEL

**WALL MOUNT DEHUMIDIFICATION-TYPE HEAT PUMP UNIT SCHEDULE**

MARK NO.	QTY	COOLING (MBH)		HEATING (MBH)		FAN MOTOR & CONDENSER			SUPPLY AIR BLOWER/MOTOR			OUTSIDE AIR	FILTER		ELECTRIC HEAT	ELECTRICAL RATINGS					UNIT SIZE (IN)			UNIT WEIGHT (LBS)	REMARKS		
		CAPACITY	EER	HIGH TEMP	LOW TEMP	HP	FAN DIA	CFM	HP	CFM	STATIC ESP		CFM	QTY.		SIZE (IN)	KW	VOLTAGE	PH	HZ	MCA	MOCPPD	W			D	H
	FIVE (5) CLASSROOMS AND ONE (1) STORAGE ROOM	36,000	11.0	42.5	25.0	1/3	24"	2200	1/2	1150	0.2	300	(2)	20 X 20 X 1	10	230/208V	1	60	80	80A	42	21.5	80	425 (APPROX.)	SEE NOTES BELOW		

BASIS OF DESIGN: BARD W36HCDA10RXXXE OR ENGINEER APPROVED EQUAL

**NOTES:**

1. ACTIVE DEHUMIDIFICATION (HOT GAS REHEAT COIL)
2. MOTORIZED ENERGY RECOVERY VENTILATOR WITH EXHAUST
3. STANDARD 1-IN. MERV 8 DISPOSABLE FILTER
4. COLOR - BEIGE
5. HIGH PRESSURE SWITCH
6. LOW PRESSURE SWITCH
7. COMPRESSOR CONTROL MODULE
8. LOW AMBIENT CONTROLS
9. STANDARD COILS
10. ELECTRIC HEAT
11. UNIT MOUNTED FACTORY PROVIDED DISCONNECTING MEANS (CIRCUIT BREAKER)
12. AIRSIDE ECONOMIZER
13. 7- DAY PROGRAMMABLE THERMOSTAT & HUMIDISTAT WITH NEW CAST ALUMINUM LOCKABLE COVER FOR EACH

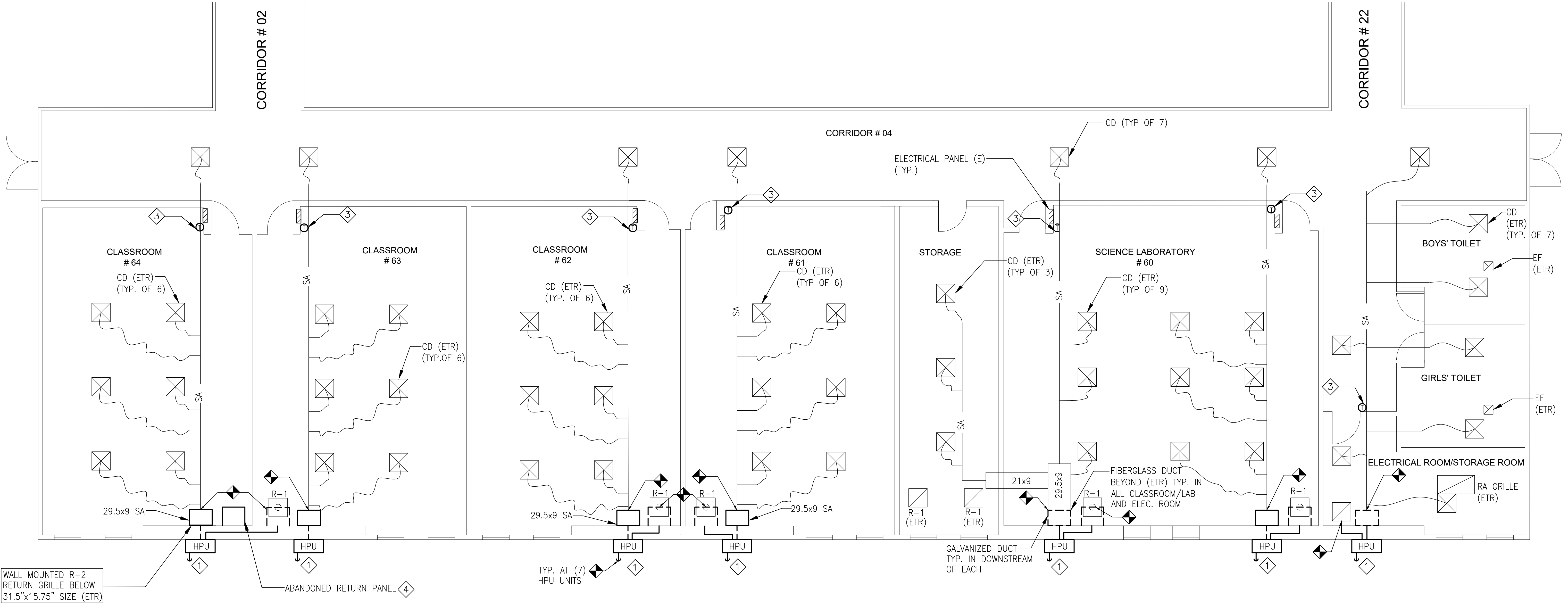
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HVAC UNIT REPLACEMENT  
 CLARKSVILLE MS  
 HOWARD COUNTY PUBLIC SCHOOL SYSTEM

SHEET TITLE  
 MECHANICAL DEMOLITION PLAN

BID NO. 130.23.B3  
 DATE: 06/07/2023  
 SCALE: AS NOTED

M1.1  
 SHEET 3 OF 10



**1** MECHANICAL DEMOLITION PLAN  
 M1.1 SCALE: 3/16" = 1'-0"

**GENERAL NOTES**

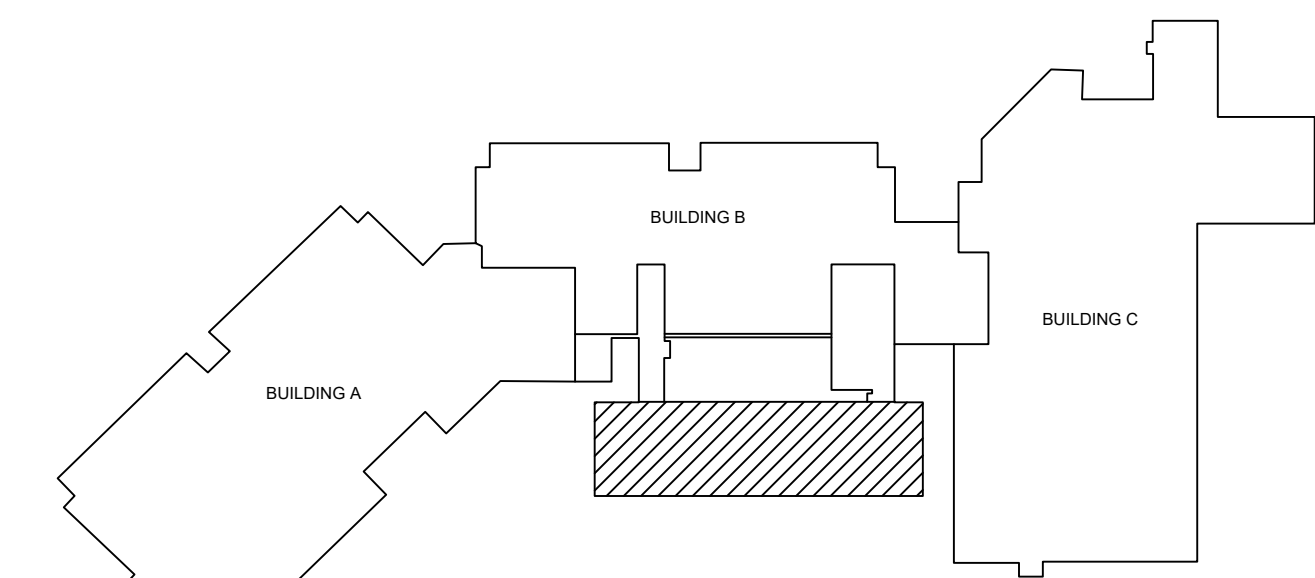
- FOR LEGEND AND ABBREVIATIONS, SEE SHEET M0.1
- THIS PLAN SHOWS REMOVAL OF SEVEN (7) EXTERIOR WALL MOUNTED BARD AC UNITS AND ASSOCIATED SA/RA DUCTS UP TO POINT OF DISCONNECTIONS AS INDICATED.
- EXTENT OF DEMO WORK IS SHOWN BY DARK DASHED LINES REFER TO SPECIFIC NOTES.
- THIN SOLID LINES INDICATE EXISTING WORK TO REMAIN, SEE SPECIFIC NOTES FOR EXISTING HVAC DUCTS/AIR DEVICE TO REMAIN UNLESS OTHERWISE NOTED.
- ALL WALL AND CEILING FINISHES AFFECTED BY CONSTRUCTION WORK SHALL BE PATCHED, REPAIRED AND PAINTED TO MATCH EXISTING.

**SPECIFIC NOTES**

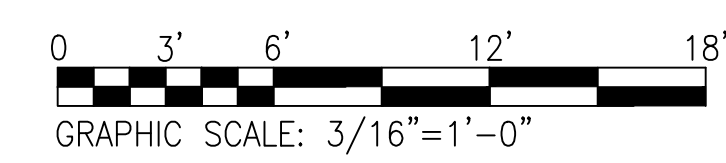
- REMOVE WALL MOUNTED BARD AC UNIT AND CONNECTED SA/RA DUCT UP TO POINT OF DISCONNECTION. REMOVE AND CAP CONDENSATE PIPING TO THE EXTENT INDICATED. HORIZONTAL CONDENSATE DRAIN PIPING CONNECTIONS AT ABOVE GRADE TO RAIN LEADERS (TO REMAIN). REFER TO 2/M1.1 FOR LOCATION OF EXISTING AC UNITS & CONDENSATE PIPING.
- REMOVE CONCEALED GALVANIZED SA/RA DUCT FROM HEAT PUMP UNIT WITHIN WALL AND UP TO FIRST 18 TO 20" OF SA & RA DUCT UP TO POINT OF DISCONNECTION.
- REMOVE EXISTING WALL MOUNTED JOHNSON CONTROLS THERMOSTAT AND ASSOCIATED CONDUIT/WIRING.
- REMOVE ABANDONED RETURN AIR DUCT AND RETURN CEILING PANEL.



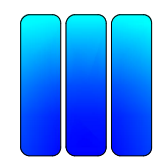
**2** PHOTO OF EXISTING AC UNITS  
 M1.1 NO SCALE



**KEY PLAN**  
 SCALE: NTS







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PROFESSIONAL CERTIFICATION

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LICENSE NO.: 15929  
EXPIRATION DATE: 2-27-24

**Howard County**  
Public School System



REVISIONS

NO.	DESCRIPTION	DATE
1	95% CD SUBMISSION	11/11/2022
2	100% CD SUBMISSION	11/29/2022
3	BID DOCUMENTS	6/7/2023

HVAC UNIT REPLACEMENT

CLARKSVILLE MS

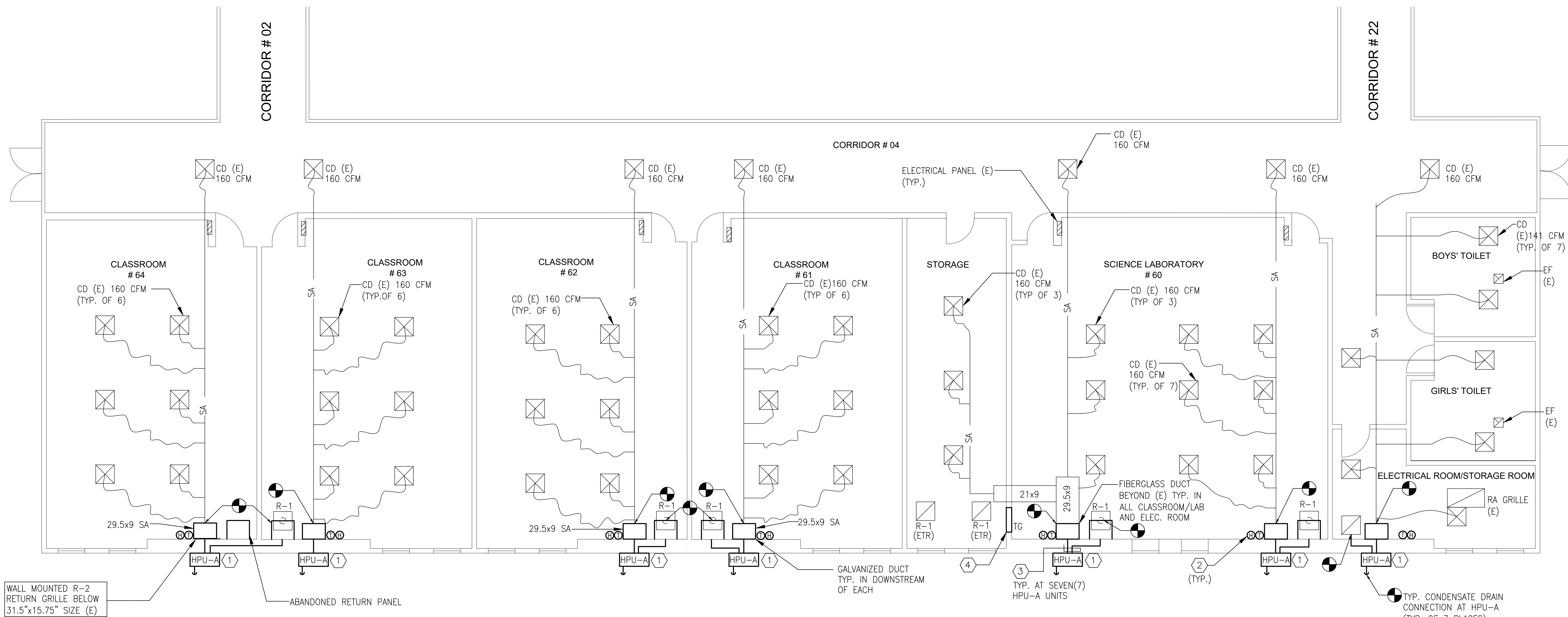
HOWARD COUNTY PUBLIC SCHOOL SYSTEM

SHEET TITLE

MECHANICAL NEW WORK PLAN

BID NO. 130.23.B3  
DATE: 06/07/2023  
SCALE: AS NOTED

M2.1  
SHEET 4 OF 10



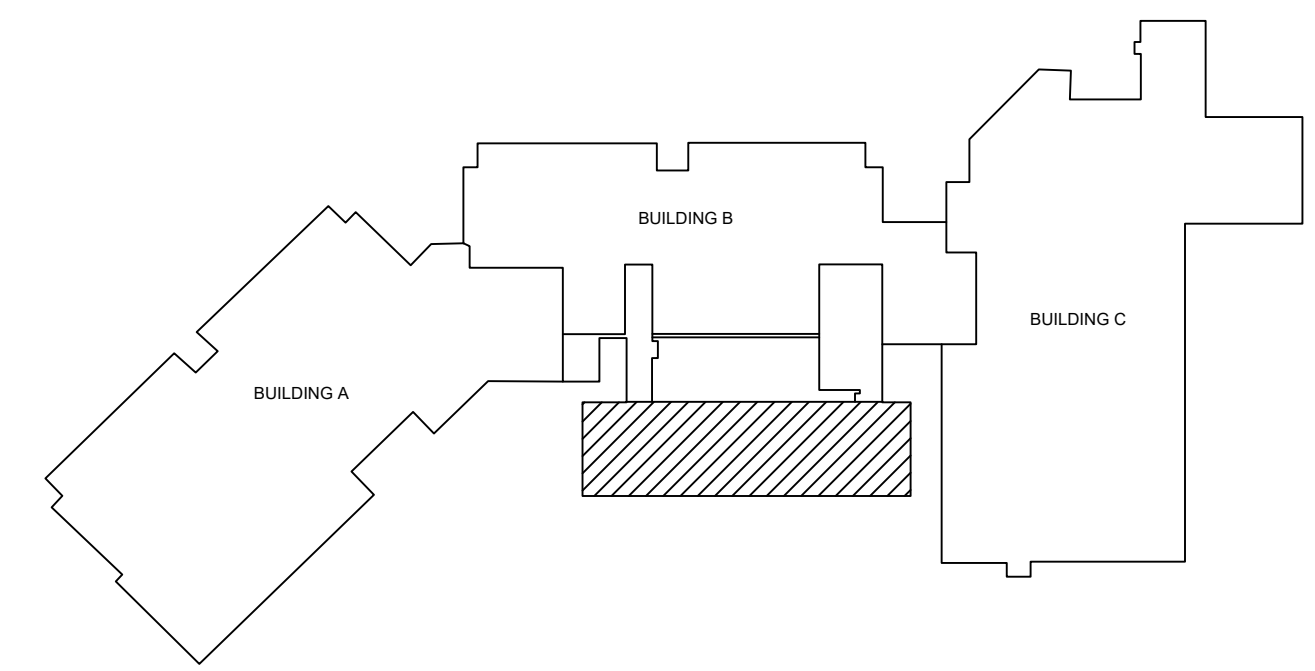
**1** MECHANICAL NEW WORK PLAN  
M2.1 SCALE: 3/16" = 1'-0"

GENERAL NOTES

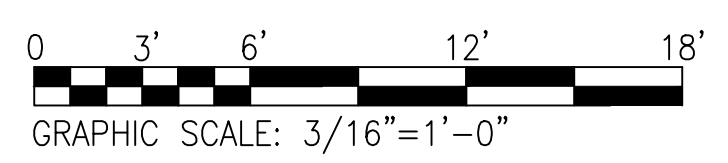
- FOR LEGEND AND ABBREVIATIONS, SEE SHEET M0.1
- THIS PLAN SHOWS SEVEN (7) EXTERIOR WALL MOUNTED REPLACEMENT BARD AC UNITS AND ASSOCIATED SA/RA DUCTS UP TO POINT OF NEW CONNECTIONS AS INDICATED.
- EXTENT OF NEW WORK IS SHOWN BY DARK SOLID LINES REFER TO SPECIFIC NOTES.
- THIN SOLID LINES INDICATE EXISTING WORK TO REMAIN.
- ALL WALL AND CEILING FINISHES AFFECTED BY CONSTRUCTION WORK SHALL BE PATCHED, REPAIRED AND PAINTED TO MATCH EXISTING.
- REPLACEMENT BARD AC UNIT SHALL BE BALANCED TO AIR QUANTITIES SHOWN ON EQUIPMENT SCHEDULE. ALL EXISTING AIR DEVICES SHALL BE BALANCED TO AIR QUANTITIES SHOW ON THIS PLAN.

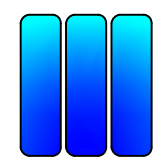
SPECIFIC NOTES – NEW WORK

- PROVIDE REPLACEMENT WALL MOUNTED DEHUMIDIFICATION-TYPE HEAT PUMP UNIT. REFER TO DETAIL 1 ON DRAWING M3.1. RECONNECT CONDENSATE DRAIN PIPING TO EXISTING.
- PROVIDE WALL MOUNTED THERMOSTAT ON INSULATED BASE AND HUMIDISTAT WITHIN A SEPARATE LOCKABLE COVER.
- PROVIDE SA & RA DUCT CONCEALED IN WALL UP TO CLG. AND CONNECT TO EXISTING DUCT AND AIR DISTRIBUTION SYSTEM.
- PROVIDE 26"x6" TRANSFER AIR OPENING LOCATED HIGH IN WALL BELOW CEILING. PROVIDE 26"x6" TRANSFER AIR GRILLES, EQUAL TO TITUS MODEL 350 RL, ON EACH SIDE OF WALL.



KEY PLAN SCALE: NTS





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HVAC UNIT REPLACEMENT  
CLARKSVILLE MS

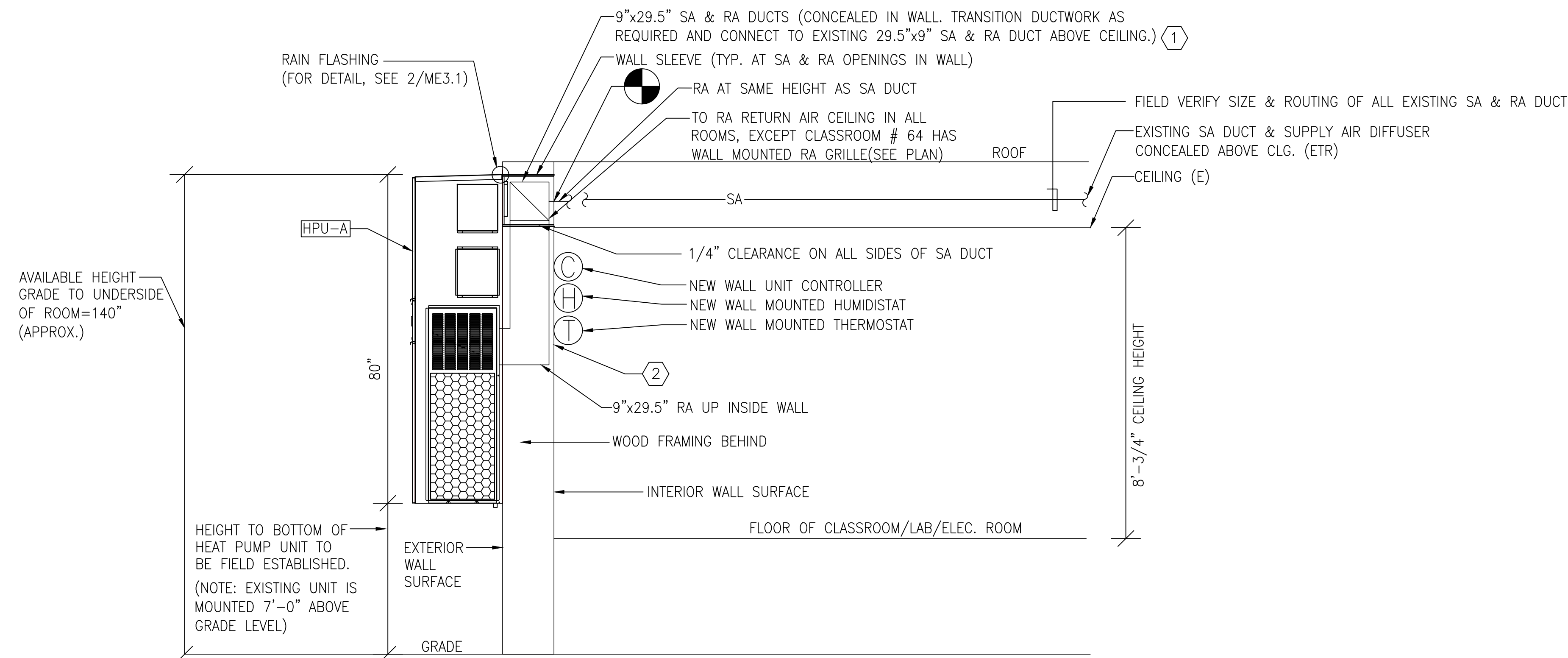
HOWARD COUNTY PUBLIC SCHOOL SYSTEM

SHEET TITLE

DETAILS

BID NO.  
130.23.B3  
DATE:  
06/07/2023  
SCALE:  
AS NOTED

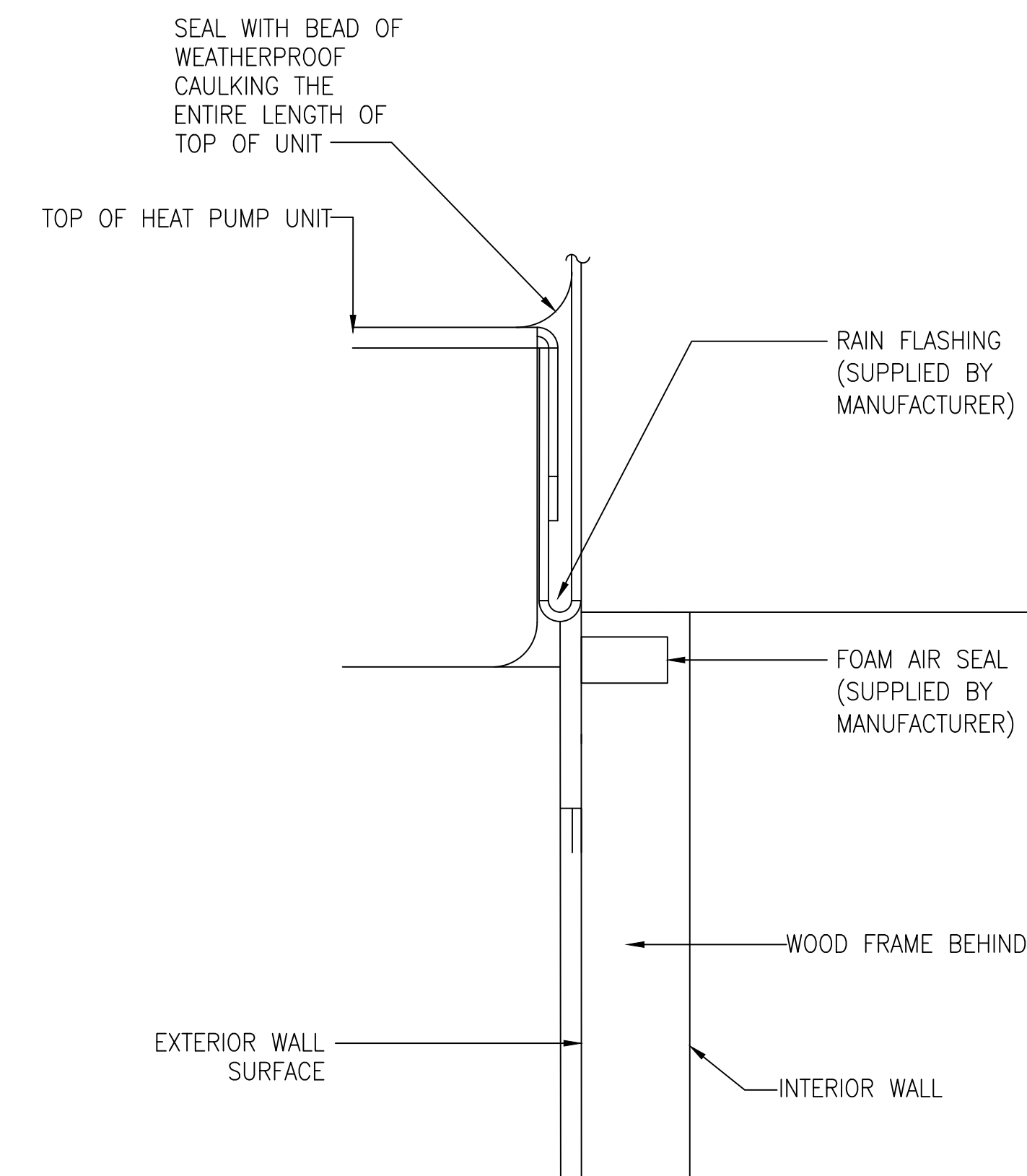
M3.1  
SHEET 5 OF 10



1 WALL MOUNT HEAT PUMP DETAIL  
M3.1 NO SCALE

SPECIFIC NOTE:

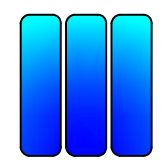
- ① CONTRACTOR TO FIELD ESTABLISH SA/RA ROUTING INSIDE EXISTING EXTERIOR AND INTERIOR WALL SPACE AND IT'S CONNECTIONS TO EXISTING AIR DISTRIBUTION.
- ② PROVIDE INSULATED BASE FOR THERMOSTAT.



2 FLASHING DETAIL  
M3.1 NO SCALE

FLASHING NOTE:

CONTRACTOR TO PROVIDE BEVELED BOARD OVER THE FLASHING AND CAULK BEHIND THAT SURFACE.



MS Engineers, Inc.

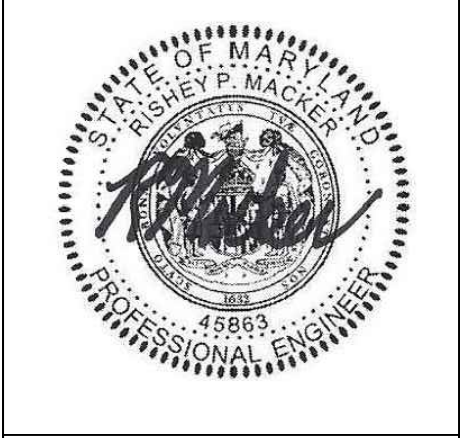
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LICENSE NO.: 45863  
EXPIRATION DATE: 8-13-24



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3	BID DOCUMENTS	6/7/2023

HVAC UNIT REPLACEMENT  
CLARKSVILLE MS

HOWARD COUNTY PUBLIC SCHOOL SYSTEM

SHEET TITLE  
ELECTRICAL LEGEND, ABBREVIATIONS AND GENERAL NOTES

BID NO.  
130.23.B3  
DATE:  
06/07/2023  
SCALE:  
AS NOTED

E0.1  
SHEET 6 OF 10

### SYMBOLS

- SPECIFIC NOTE DESIGNATION
- BRANCH CIRCUIT HOMERUN CONCEALED IN WALL OR CLG.
- ELECTRICAL PANEL
- PHASE
- DISCONNECT SWITCH
- TRANSFORMER
- THERMOSTAT
- HUMIDISTAT
- CONTROLLER
- WALL MOUNT HEAT PUMP DESIGNATION

### ABBREVIATIONS

- A AMPERES
- AIC AMPERE INTERRUPTING CAPACITY
- AWG AMERICAN WIRE GAUGE
- (E) EXISTING
- (ETR) EXISTING TO REMAIN
- GND. GROUND
- MCA MINIMUM CIRCUIT AMPACITY
- MCB MAIN CIRCUIT BREAKER
- MOCPP MAXIMUM OVERCURRENT PROTECTION DEVICE
- (N) NEW
- P POLE
- TYP. TYPICAL
- UON UNLESS OTHERWISE NOTED
- V VOLTS
- W WIRE

### GENERAL ELECTRICAL NOTES

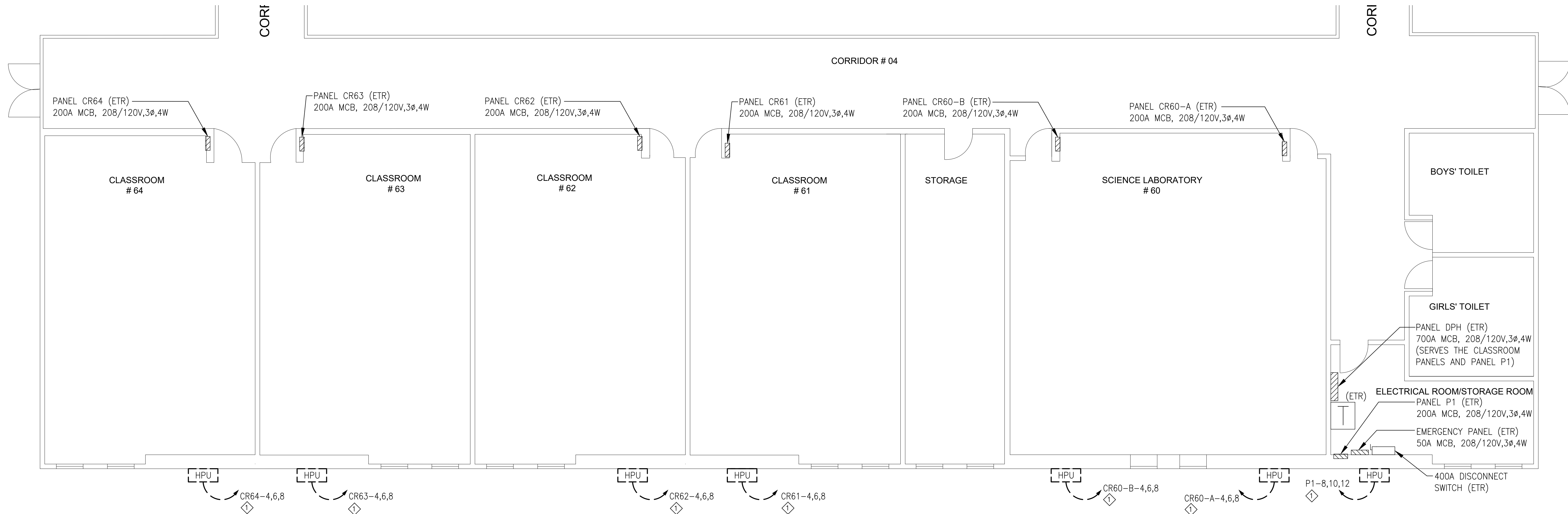
- THE ELECTRICAL DRAWINGS ARE DIAGRAMMATIC AND ARE INTENDED TO INDICATE CAPACITY, SIZE, APPROXIMATE LOCATION AND GENERAL ARRANGEMENT, NOT THE SPECIFIC DETAILS OF CONSTRUCTION.
- THE CONTRACTOR SHALL CAREFULLY VERIFY ALL EXISTING ELECTRICAL POWER SYSTEMS PRIOR TO DEMOLITION OF EXISTING SPACES. VERIFY ALL EXISTING BRANCH CIRCUITS AND THEIR CORRESPONDING PANELBOARD OVERCURRENT PROTECTION DEVICE SIZE AND LOCATION. DO NOT ASSUME WHAT EXISTING CIRCUIT BREAKERS ARE PROTECTING WHICH LOADS WITHIN THE EXISTING SPACES. THE ELECTRICAL CONTRACTOR SHALL VERIFY WHICH DEMOLITION BRANCH CIRCUITS WILL BE DISCONNECTED FROM EXISTING PANELBOARD CIRCUIT BREAKERS.
- COORDINATE ELECTRICAL CHARACTERISTICS AND CIRCUIT PROTECTION REQUIREMENTS OF EQUIPMENT SUPPLIED, REGARDLESS OF TRADE. CONTRACTOR SHALL PROVIDE NECESSARY REVISIONS TO FEEDERS AND OR CIRCUIT PROTECTION AS REQUIRED TO MEET ACTUAL MANUFACTURER NAMEPLATE DATA.
- PROVIDE AN UPDATED TYPEWRITTEN PANEL DIRECTORY IN EACH PANEL AT COMPLETION OF WORK.
- MAINTAIN AND RESTORE, IF INTERRUPTED BY REMOVAL OR IN PATH OF NEW CONSTRUCTION, ALL CIRCUIT CONDUITS AND FEEDERS PASSING THROUGH AND SERVING UNDISTURBED AREAS SHOWN OR NOT SHOWN.
- ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE CODES AND STANDARDS. ALL NEW MATERIAL FURNISHED FOR THIS PROJECT SHALL BE LISTED BY UNDERWRITERS LABORATORIES, INC. (UL LISTED).
- ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE CODES AND STANDARDS. ALL NEW MATERIAL FURNISHED FOR THIS PROJECT SHALL BE LISTED BY UNDERWRITERS LABORATORIES, INC. (UL LISTED).
- THE CONTRACTOR SHALL VISIT THE SITE AND EXAMINE THE CONDITIONS OF THE PREMISES AND EXTENT OF WORK REQUIRED PRIOR TO SUBMISSION OF BID. ANY DIFFICULTIES IN COMPLYING WITH THE DRAWINGS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE SUBMISSION OF BID.
- ALL PENETRATIONS OF FLOOR AND WALLS SHALL BE FIRE STOPPED IN ACCORDANCE WITH IBC, NEC AND NFPA.
- CONDUCTORS SHALL BE INSTALLED CONTINUOUSLY BETWEEN DEVICES, WITH SPLICE LOCATED ONLY IN JUNCTION BOXES OR IN CABINETS.
- ALL POWER OUTAGES SHALL BE COORDINATED AND SCHEDULED MINIMUM TWO (2) WEEKS IN ADVANCE WITH THE SCHOOL AND HCPSS PROJECT MANAGER. POWER OUTAGES SHALL TAKE PLACE AFTER NORMAL SCHOOL HOURS OR ON WEEKENDS.
- ALL WALLS/CEILINGS/FLOORS AFFECTED BY DEMOLITION OR NEW WORK SHALL BE PATCHED, REPAIRED, AND PAINTED BY CONTRACTOR TO MATCH EXISTING FINISHES.
- CIRCUIT BREAKERS FOR EXISTING PANELBOARDS:  
PROVIDE NEW CIRCUIT BREAKERS AS INDICATED ON THE DRAWINGS. NEW CIRCUIT BREAKERS SHALL BE COMPATIBLE WITH EXISTING PANELBOARDS AND SHALL BE OF THE SAME MANUFACTURER. THE AIC RATINGS SHALL MATCH THE RATINGS OF EXISTING BRANCH DEVICES.
- LOW VOLTAGE CONDUCTORS:  
A. ALL NEW WIRING SHALL BE COPPER, 600V, TYPE THHN/THWN. MINIMUM SIZE IS #12 AWG.  
B. ALL WIRING SHALL BE CONTINUOUS WITH NO UNNECESSARY SPLICES.  
C. PROVIDE STANDARD COLOR CODING FOR WIRING PER NEC.

**GENERAL NOTES**

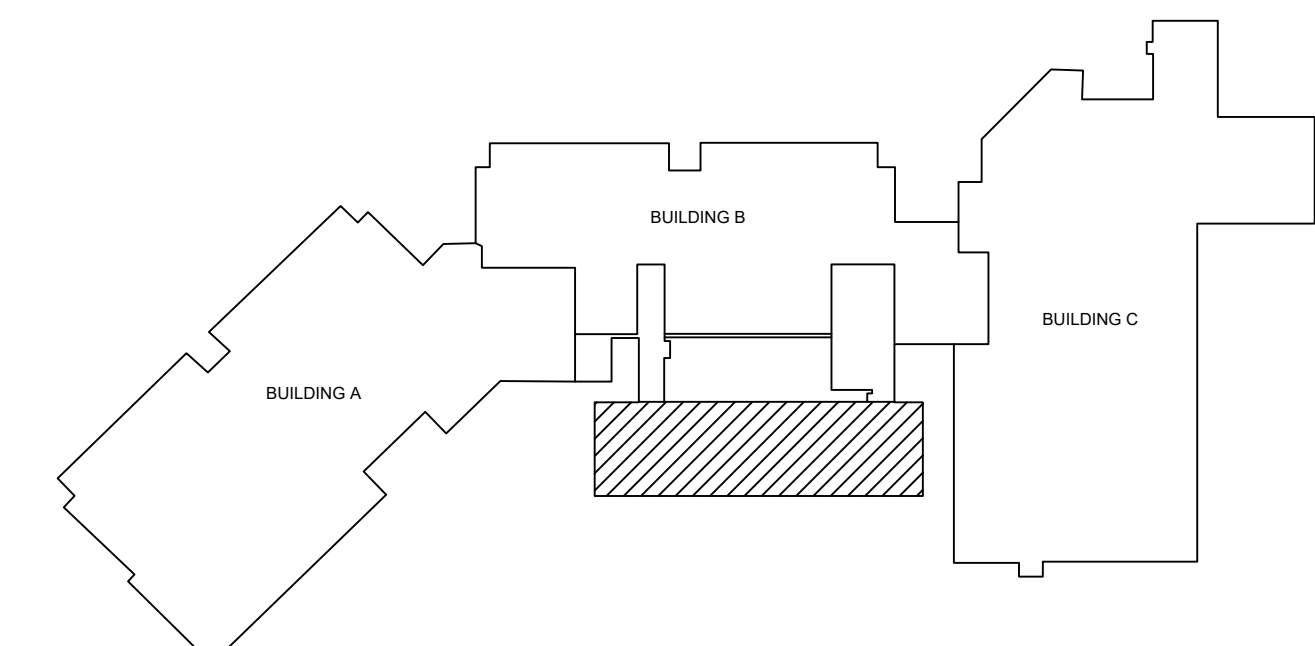
1. FOR LEGEND AND ABBREVIATIONS, SEE SHEET E0.1.
2. EXTENT OF DEMOLITION WORK IS SHOWN BY DARK DASHED LINES, REFER TO SPECIFIC NOTES.
3. THIN SOLID LINES INDICATE EXISTING WORK TO REMAIN.
4. ALL WALL AND CEILING FINISHES AFFECTED BY CONSTRUCTION WORK SHALL BE PATCHED, REPAIRED AND PAINTED TO MATCH EXISTING.

**SPECIFIC NOTE**

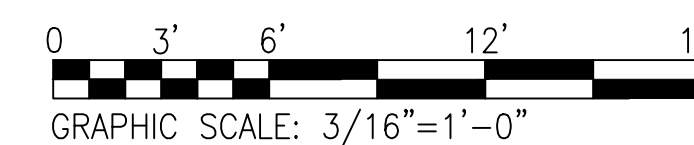
◇ DISCONNECT AND REMOVE EXISTING ELECTRICAL CONNECTIONS AND WIRING FOR HEAT PUMP (BEING DEMOLISHED UNDER DIVISION 23). RETAIN EXISTING CONDUIT (CONCEALED IN WALL/CEILING), FOR REUSE UNDER NEW WORK. LABEL EXISTING DESIGNATED 60A/3P CIRCUIT BREAKER IN SOURCE ELECTRICAL PANEL AS "SPARE."



**1**  
**E1.1** ELECTRICAL DEMOLITION PLAN  
SCALE: 3/16" = 1'-0"



**KEY PLAN**  
SCALE: NTS



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HVAC UNIT REPLACEMENT  
CLARKSVILLE MS  
HOWARD COUNTY PUBLIC SCHOOL SYSTEM

SHEET TITLE  
ELECTRICAL DEMOLITION PLAN

BID NO. 130.23.B3  
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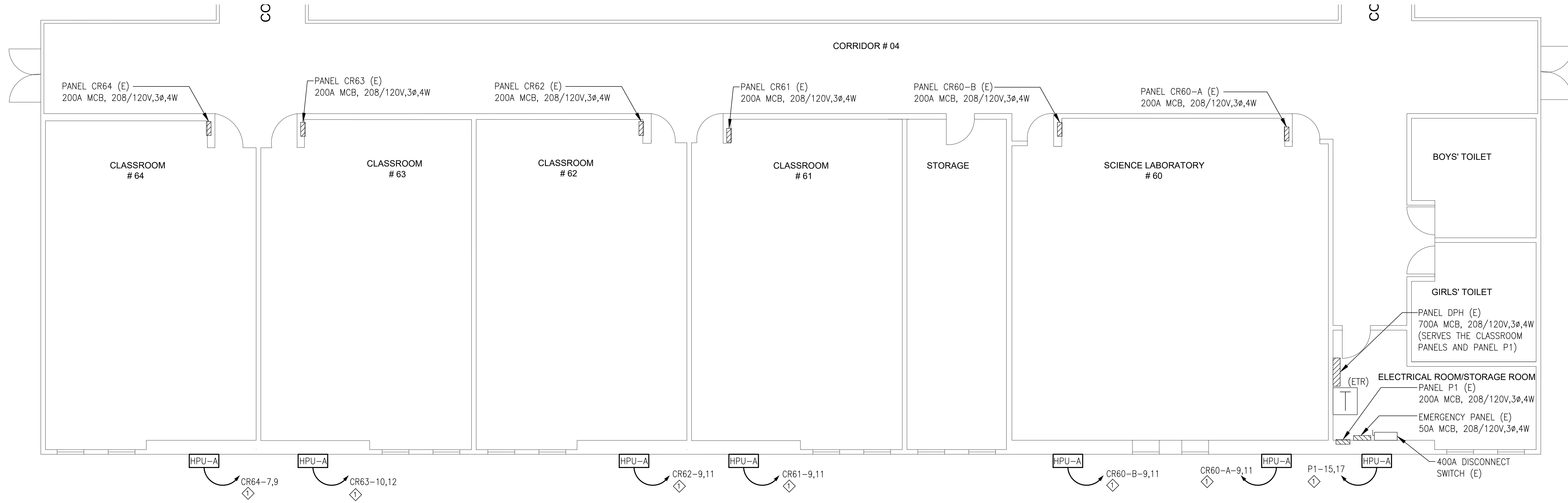
**E1.1**  
SHEET 7 OF 10

GENERAL NOTES

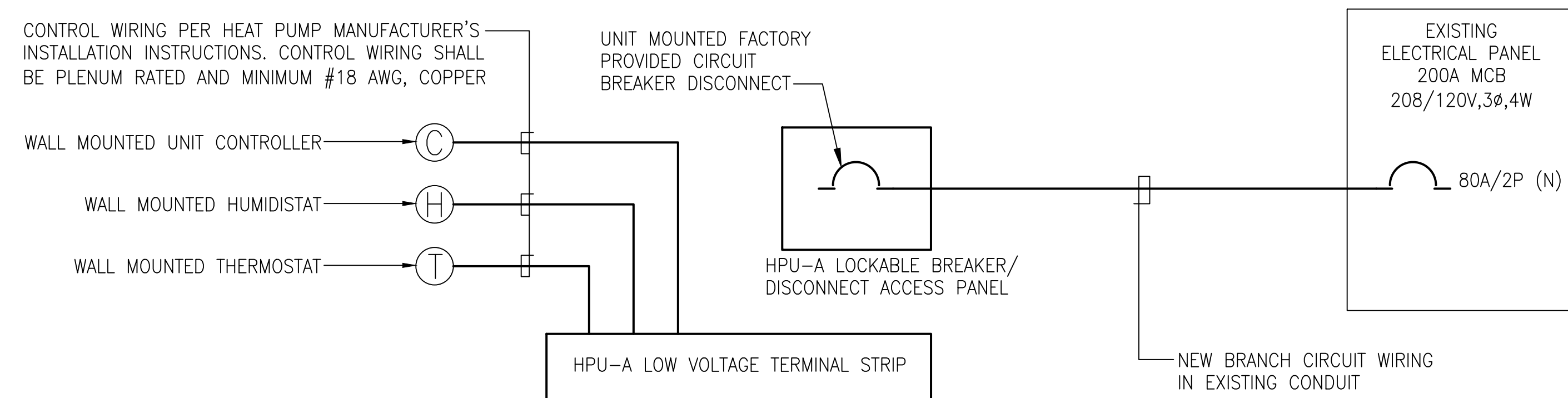
- FOR LEGEND AND ABBREVIATIONS, SEE SHEET E0.1.
- EXTENT OF NEW WORK IS SHOWN BY DARK SOLID LINES, REFER TO SPECIFIC NOTES.
- THIN SOLID LINES INDICATE EXISTING WORK TO REMAIN.
- ALL WALL AND CEILING FINISHES AFFECTED BY CONSTRUCTION WORK SHALL BE PATCHED, REPAIRED AND PAINTED TO MATCH EXISTING.

SPECIFIC NOTE

◇ FURNISH AND INSTALL BRANCH CIRCUIT WIRING FOR 208V, 1Ø DEHUMIDIFICATION UNIT. REFER TO PANEL SCHEDULES ON SHEET E3.1 AND E3.2 FOR CIRCUIT WIRING. REUSE EXISTING CONDUIT MADE AVAILABLE THROUGH DEMOLITION WORK. MODIFY AND EXTEND EXISTING CONDUIT AS REQUIRED. FURNISH AND INSTALL 80A/2P CIRCUIT BREAKER IN DESIGNATED AVAILABLE SPACE OF EXISTING SOURCE ELECTRICAL PANEL. REFER TO DETAIL 2 ON SHEET E2.1 FOR TYPICAL WIRING SCHEMATIC.

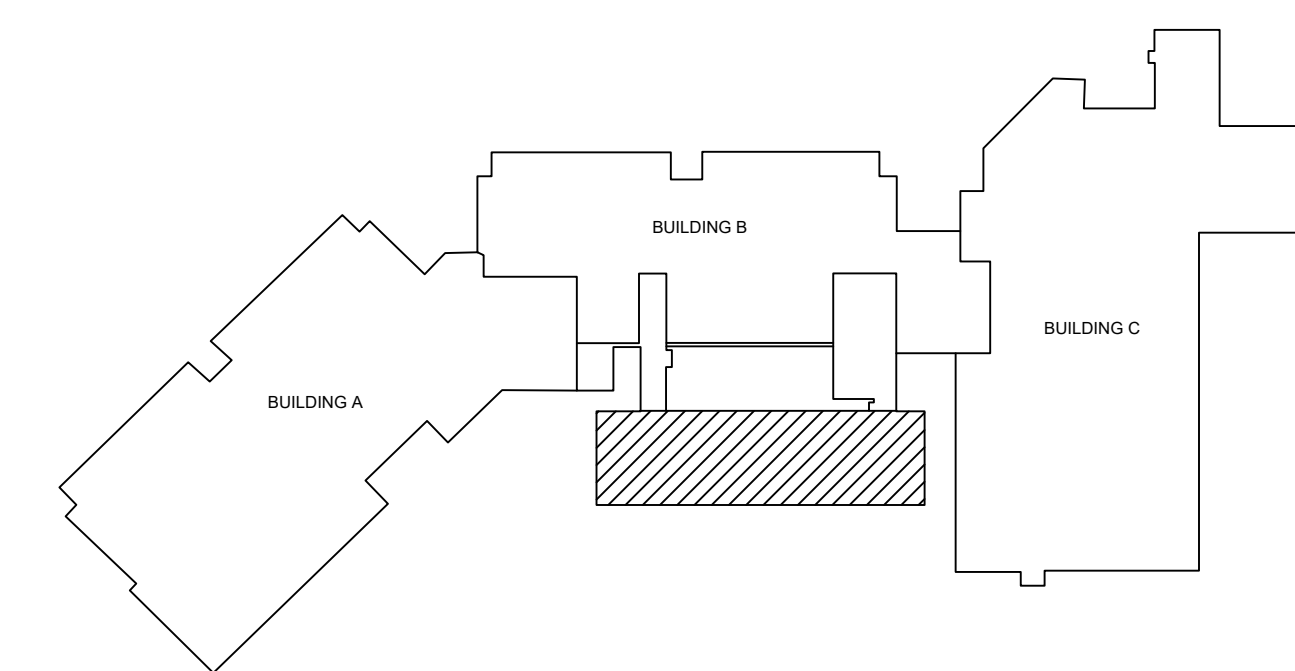
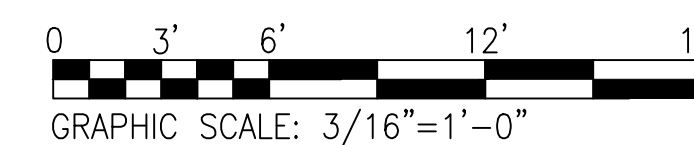


1 ELECTRICAL NEW WORK PLAN  
E2.1 SCALE: 3/16" = 1'-0"



2 TYPICAL WALL MOUNT DEHUMIDIFICATION UNIT WIRING SCHEMATIC  
E2.1 NO SCALE

NOTE: REFER TO MECHANICAL PLANS FOR LOCATION OF NEW CONTROLLER, HUMIDISTAT AND THERMOSTAT.



KEY PLAN  
SCALE: NTS

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HVAC UNIT REPLACEMENT  
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SHEET TITLE  
ELECTRICAL NEW WORK PLAN

BID NO. 130.23.B3  
DATE: 06/07/2023  
SCALE: AS NOTED

EXISTING PANEL CR60-A SCHEDULE										
LOCATION: CLASSROOM #60			PH/WIRES		VOLTS		AMPS		MAINS	
MOUNTING: WALL RECESSED			3/4		208/120V		200A		MCB	
MANUFACTURER: SQUARE D QO LOAD CENTER										
CKT. NO.	DESCRIPTION	KVA			BREAKER TRIP/POLE	CIRCUIT WIRING				
		A	B	C		NO.	SIZE	GND	C	
1	LIGHTS	0.90			20/1					
3	RECEPTS	1.00			20/1					
5	RECEPTS		1.00		20/1					
7	RECEPTS	1.00			20/1					
9	HPU-A (N)		11.53		80/2 (N)	(2)	#3	#8	3/4"	
11	—		11.53		—					
13	SPACE									
15	SPACE									
17	SPACE									
19	SPACE									
21	SPACE									
23	SPACE									
25	SPACE									
27	SPACE									
29	SPACE									
31	SPACE									
33	SPACE									
35	SPACE									
37	SPACE									
39	SPACE									
41	SPACE									
TOTAL		1.90	12.53	12.53						

TOTAL KVA: 27.96    TOTAL CONNECTED LOAD: 78A    NOTE: ALL CIRCUITS ARE EXISTING UNLESS OTHERWISE NOTED AS NEW (N)

EXISTING PANEL CR60-B SCHEDULE										
LOCATION: CLASSROOM #60			PH/WIRES		VOLTS		AMPS		MAINS	
MOUNTING: WALL RECESSED			3/4		208/120V		200A		MCB	
MANUFACTURER: SQUARE D QO LOAD CENTER										
CKT. NO.	DESCRIPTION	KVA			BREAKER TRIP/POLE	CIRCUIT WIRING				
		A	B	C		NO.	SIZE	GND	C	
1	EXISTING CIRCUIT	0.90			20/1					
3	EXISTING CIRCUIT	1.00			20/1					
5	EXISTING CIRCUIT		1.00		20/1					
7	EXISTING CIRCUIT	1.00			20/1					
9	HPU-A (N)		11.53		80/2 (N)	(2)	#3	#8	3/4"	
11	—		11.53		—					
13	SPACE									
15	SPACE									
17	SPACE									
19	SPACE									
21	SPACE									
23	SPACE									
25	SPACE									
27	SPACE									
29	SPACE									
31	SPACE									
33	SPACE									
35	SPACE									
37	SPACE									
39	SPACE									
41	SPACE									
TOTAL		1.90	12.53	12.53						

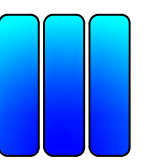
TOTAL KVA: 32.96    TOTAL CONNECTED LOAD: 92A    NOTE: ALL CIRCUITS ARE EXISTING UNLESS OTHERWISE NOTED AS NEW (N)

EXISTING PANEL CR61 SCHEDULE										
LOCATION: CLASSROOM #61			PH/WIRES		VOLTS		AMPS		MAINS	
MOUNTING: WALL RECESSED			3/4		208/120V		200A		MCB	
MANUFACTURER: SQUARE D QO LOAD CENTER										
CKT. NO.	DESCRIPTION	KVA			BREAKER TRIP/POLE	CIRCUIT WIRING				
		A	B	C		NO.	SIZE	GND	C	
1	LIGHTS	1.34			20/1					
3	RECEPTS	1.00			20/1					
5	RECEPTS		1.00		20/1					
7	RECEPTS	1.00			20/1					
9	HPU-A (N)		11.53		80/2 (N)	(2)	#3	#8	3/4"	
11	—		11.53		—					
13	SPACE									
15	SPACE									
17	SPACE									
19	SPACE									
21	SPACE									
23	SPACE									
25	SPACE									
27	SPACE									
29	SPACE									
31	SPACE									
33	SPACE									
35	SPACE									
37	SPACE									
39	SPACE									
41	SPACE									
TOTAL		2.34	12.53	12.53						

TOTAL KVA: 28.4    TOTAL CONNECTED LOAD: 79A    NOTE: ALL CIRCUITS ARE EXISTING UNLESS OTHERWISE NOTED AS NEW (N)

EXISTING PANEL CR62 SCHEDULE										
LOCATION: CLASSROOM #62			PH/WIRES		VOLTS		AMPS		MAINS	
MOUNTING: WALL RECESSED			3/4		208/120V		200A		MCB	
MANUFACTURER: SQUARE D QO LOAD CENTER										
CKT. NO.	DESCRIPTION	KVA			BREAKER TRIP/POLE	CIRCUIT WIRING				
		A	B	C		NO.	SIZE	GND	C	
1	LIGHTS	1.34			20/1					
3	RECEPTS	1.00			20/1					
5	RECEPTS		1.00		20/1					
7	RECEPTS	1.00			20/1					
9	HPU-A (N)		11.53		80/2 (N)	(2)	#3	#8	3/4"	
11	—		11.53		—					
13	SPACE									
15	SPACE									
17	SPACE									
19	SPACE									
21	SPACE									
23	SPACE									
25	SPACE									
27	SPACE									
29	SPACE									
31	SPACE									
33	SPACE									
35	SPACE									
37	SPACE									
39	SPACE									
41	SPACE									
TOTAL		2.34	12.53	12.53						

TOTAL KVA: 28.4    TOTAL CONNECTED LOAD: 79A    NOTE: ALL CIRCUITS ARE EXISTING UNLESS OTHERWISE NOTED AS NEW (N)



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PROFESSIONAL CERTIFICATION

"I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND"

LICENSE NO.: 45863  
 EXPIRATION DATE: 8-13-24



REVISIONS		
NO.	DESCRIPTION	DATE
1	95% CD SUBMISSION	11/11/2022
2	100% CD SUBMISSION	11/29/2022
3	BID DOCUMENTS	6/7/2023

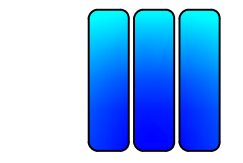
HVAC UNIT REPLACEMENT  
 CLARKSVILLE MS

HOWARD COUNTY PUBLIC SCHOOL SYSTEM

SHEET TITLE  
 PANEL SCHEDULES I

BID NO. 130.23.B3  
 DATE: 06/07/2023  
 SCALE: AS NOTED

E3.1  
 SHEET 9 OF 10



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PROFESSIONAL CERTIFICATION

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LICENSE NO.: 45863 EXPIRATION DATE: 8-13-24



Table with 2 columns: NO., REVISIONS, DATE. Contains revision history entries.

HVAC UNIT REPLACEMENT CLARKSVILLE MS

HOWARD COUNTY PUBLIC SCHOOL SYSTEM

SHEET TITLE PANEL SCHEDULES II

BID NO. 130.23.B3 DATE: 06/07/2023 SCALE: AS NOTED

E3.2 SHEET 10 OF 10

EXISTING PANEL CR63 SCHEDULE. Table with columns: CKT. NO., DESCRIPTION, KVA (A, B, C), BREAKER TRIP/POLE, CIRCUIT WIRING (NO., SIZE, GND, C). Includes location: CLASSROOM #63 and totals: TOTAL KVA: 33.4, TOTAL CONNECTED LOAD: 93A.

EXISTING PANEL CR64 SCHEDULE. Table with columns: CKT. NO., DESCRIPTION, KVA (A, B, C), BREAKER TRIP/POLE, CIRCUIT WIRING (NO., SIZE, GND, C). Includes location: CLASSROOM #64 and totals: TOTAL KVA: 27.4, TOTAL CONNECTED LOAD: 76A.

EXISTING PANEL P1 SCHEDULE. Table with columns: CKT. NO., DESCRIPTION, KVA (A, B, C), BREAKER TRIP/POLE, CIRCUIT WIRING (NO., SIZE, GND, C). Includes location: ELECTRICAL ROOM and totals: TOTAL KVA: 47.68, TOTAL CONNECTED LOAD: 132A.