

MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT
RFP NO. E421-008
EXTERIOR DOORS & HARDWARE REPLACEMENT
RFP CLOSING DATE AND TIME: MAY 27, 2021 AT 2:00 PM



ADDENDUM NO. 2
ISSUE DATE: MAY 24, 2021

PURPOSE OF THE ADDENDUM IS TO REVISE RFP SPECIFICATIONS/REQUIREMENTS AS FOLLOWS:

- Item 2-1 Rockville Campus Hardware Specification, Page 2, Door #123; first sentence, delete the words "& Frame". All existing door frames are to remain.

- Item 2-2 Rockville Campus Hardware Specification, Page 3, Door # 124, first sentence, delete the words "& Frame". All existing door frames are to remain.

All other terms and conditions remain the same.

A handwritten signature in black ink, appearing to read 'Patrick Johnson', written over a horizontal line.

Patrick Johnson, MBA
Director of Procurement

Please sign below to acknowledge receipt of this addenda and return with your bid submission. Failure to return the signed acknowledgement of Addenda may deem proposal nonresponsive
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE.

Signature

Date

Name of Signatory

Company Name



**OFFICE OF BUSINESS SERVICES
RFB NO. E421-008
EXTERIOR DOORS & HARDWARE REPLACEMENT
RFB CLOSING DATE AND TIME: MAY 27, 2021 AT 2:00 PM**

**ADDENDUM NO. 1
ISSUE DATE: MAY 21, 2021**

PURPOSE OF THE ADDENDUM IS TO CLARIFY/REVISE RFP SPECIFICATIONS/REQUIREMENTS & PROVIDE ANSWERS TO PROSPECTIVE BIDDER'S QUESTIONS.

- Item 1-1** Where door frame is specified to be replaced, GC is responsible for cutting, patching, caulking, and restoring the finishes of affected building envelope components to its original designed conditions.

- Item 1-2** Rockville Campus Hardware Specification, page 5, Door # 102(2), first sentence, delete the words "& Frame". All existing door frames are to remain.

- Item 1-3** Delete Door CC126 at Campus Center Building (CC) from door schedule. This door has already been replaced by another project.

- Item 1-4** Delete Door TA145 at Theater Arts Building (TA) from door schedule. This door has already been replaced by another project.

- Item 1-5** Delete Door "Breezeway" at Technical Training Center (TT) from door schedule. This door has already been replaced by another project.

- Item 1-6** Germantown Campus Hardware Specification, Door 12 at Student Affairs and Science Building (SA), Delete Option A specification. Provide Option B in the base bid.

- Item 1-7** GC will be responsible for disconnection and reconnection of any existing access control system and ADA door operators already in place using the service of Johnson Control, Inc. College is responsible for the final configuration of all "new" access control network connections and setup via a separate contract with Johnson Control, Inc. Contact Mr. Brian Snowden (brian.k.snowden@jci.com) Johnson Control, Inc., 1101 Hampton Park Blvd., Suite 100, Capital Heights, MD 20743 for access control work under GC's responsibility.

- Item 1-8** Germantown Campus Hardware Specification, page 2, Door #57, change HM Door Panel size from +/- 3'-4" x 6'-8" to +/- 3'-0" to 6'-8".



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Item 1-9 **Question for CENTRAL SERVICES BUILDING:**

1. Doors 1 & 2: Please review and confirm that new Doors are to be provided as SL-15 type and existing frame is existing to remain.
2. Doors 3 & 4: Please review and confirm that new Doors are to be provided as SL-17 type and existing frame is existing to remain.

Answer: The CT all-glass doors are to remain. Change of closer and other hardware as specified in hardware specifications only.

Item 1-10 **Question for GERMANTOWN CAMPUS:**

1. Door Openings 60/61 & 62 (HS Building): Door schedule indicates that transom panel is to be removed and it is requiring for doors to be 10' high. Please confirm that the design intent is to have 10' doors. Also, review and advise if new frame is to be provided.

Answer: Yes, 10' high doors as per specified. HM frame to remain.

2. Door Opening 12 (SA Building): Door schedule provides Option A & Option B, review and advise which option is to be part of the base bid. The cost proposal does not provide an option to submit Option A or Option B pricing. Also, please review and confirm that new door is to be HM material and to be installed in existing frame.

Answer: Door is to be replaced with Special-Lite FRP SL-17. HM Frame is to remain.

Item 1-11 **Questions for ROCKVILLE CAMPUS :**

1. Door Opening C126 (CC Building): Provide door hardware information, also provide door type size and material. Advise if door is to be installed in existing frame.

Answer: Delete this door from door schedule. Door has already been replaced.

2. Door Opening TA145 Entry (TA Building): Provide door hardware information, also provide door type size and material. Advise if door is to be installed in existing frame.

Answer: Delete this door from door schedule. Door has already been replaced.

3. Door Opening TC123-1 & TC123-2 (TC Building): Confirm that new doors are to be installed in existing frame.



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Answer: Reuse existing frame.

4. Door Opening TT Breezeway (TT Building): Provide door size, material, and door hardware information.

Answer: Delete this door from door schedule. Door has already been replaced.

5. Door Opening GU102 Entry Single Doors (GU Building): Review and confirm that new Alum storefront is to be provided as well. It appears that double doors, to be replaced located in between the single doors, are to receive new frame.

Answer: All four door panels are to be replaced with Special-Lite SL-17. Reuse all existing frames.

1-12

GENERAL QUESTIONS:

1. Existing Door Survey: There are a few locations where the survey/door schedule indicates that existing door & frame are rusted beyond repair. Confirm that repair of building envelope will not be required at all locations where new frame is to be provided.

Answer: Contractor scope shall include any repairs to the existing building envelope damaged by replacement of new door frames.

2. Aluminum Doors & Frames: Review and advise if MC will provide specifications for new Aluminum Doors & Frames for the Germantown & Rockville Campuses door openings. Our assumption is that door types SL-15 and SL-17 are only applicable to the Central Service Building.

Answer: The assumption is not accurate. All-glass doors at CT shall be reused. New SL-15 & SL17 replacement door specifications apply to both Germantown and Rockville Campuses.

3. HM Doors & Frames: Review and advise if MC will provide specifications for new HM Doors & Frames for the Germantown & Rockville Campuses door openings. Our assumption is that door types SL-15 and SL-17 are only applicable to the Central Service Building.

Answer: See answer to Question 12 for answer.



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4. Card Readers & HC Door Openings: Confirm that General Contractor will be responsible to disconnect and connect Card Readers & HC Door Openings as applicable. Does MC have a preferred vendor that services the overall Access Control System? – If so, please provide contact information.

Answer: GC will be responsible for disconnection and reconnection of any existing access control system and ADA door operators already in place using the service of Johnson Control, Inc. College is responsible for the final configuration of all “new” access control network connections and setup via a separate contract with Johnson Control, Inc.

Contact Mr. Brian Snowden (brian.k.snowden@jci.com) Johnson Control, Inc., 1101 Hampton Park Blvd., Suite 100, Capital Heights, MD 20743 for access control work under GC’s responsibility.

5. Electrified Door Hardware: Review and confirm that General Contractor is to assume that power for low voltage components is available within the existing door openings. If power is not available, advise if General Contractor will need to identify source of power for the new electrified door hardware.

Answer: MC will provide power to a junction box near the vicinity of the door to supply power. GC is responsible for bringing the wiring to the boxes for final connection.

6. Door Opening # 57 at HS Building. Based on the survey provided the existing opening is a 3068 door however the new door is requested as 3468 door. Please review and advise if new door is to match existing as 3068 door and not 3468 as requested.

Answer: Provide 3’ by 6’ 8” panel to match existing door panel size.

All Other terms and Conditions Remain the Same.

A handwritten signature in black ink, appearing to read 'Patrick Johnson', written over a horizontal line.

Patrick Johnson, MBA
Director of Procurement



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EXTERIOR DOORS & HARDWARE REPLACEMENT
RFB CLOSING DATE AND TIME: MAY 27, 2021 AT 2:00 PM**

Please sign below to acknowledge receipt of this addenda and return with your bid submission. Failure to return the signed acknowledgement of Addenda may deem proposal non-responsive.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE.

Signature

Date

Name of Signatory

Company Name



Request for Proposal

RFP No.: E421-008

**Exterior Doors & Hardware Replacement
Central Services Building
Germantown & Rockville Campuses
Montgomery College, MD**

Project No.: FP 21-061

**Issue Date: May 12, 2021
Montgomery College
9221 Corporate Boulevard
Rockville, Maryland 20850**

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Procurement Office, Central Services
 9221 Corporate Boulevard
 Rockville, Maryland 20850
 Phone: (240) 567-5292

REQUEST FOR PROPOSAL

No. **E421-008**

Technical and Price Proposals

DATE ENTERED	BID CLASS	PAGE	of

THIS IS NOT AN ORDER

REQUEST FOR PROPOSAL
RFP NO.: E421-008
EXTERIOR DOORS & HARDWARE REPLACEMENT
CENTRAL SERVICES BUILDING, GERMANTOWN & ROCKVILLE CAMPUSES

It is the intent of this Request for Proposals (RFP) to provide Montgomery College with construction services **to replace designated exterior doors and hardware at Central Services Building and certain buildings on the Germantown and Rockville Campuses, Maryland**, in accordance with the terms, conditions, and specifications described herein.

This Request for Proposal will be conducted by using a single-step two envelope bidding procedure. **A submittal consisting of the Technical Proposal and Price Proposal are required when responding to this Request for Proposal. All proposals must be submitted electronically, in two separate PDF file attachments.** One attachment shall consist of the Technical Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email. **Subject line of email must include the following: Offeror’s Response to RFP No. E421-008 Exterior Doors and Hardware Replacement at Central Services Building, Germantown and Takoma Park Campuses.**

Electronic proposals shall be sent to vendor.proposals@montgomerycollege.edu, by **2:00 p.m. on May 27, 2021** Eastern Daylight Time (EDT). **Any proposal received at the above email address, after the EDT submittal deadline, will be automatically rejected. Proposals sent to other email address other than the above specified will NOT be accepted.**

In addition to the electronic proposal submission, one original hardcopy proposal, to include both technical and price proposals, must be mailed or delivered to: Montgomery College Central Receiving Dept. Attn.: Office of Procurement, 7602 Standish Place, Derwood, Maryland 20855. See **Section 002113 and Section 002413** for full detailed submission instructions.

Proposals must remain valid for **one hundred and twenty (120) days** from the proposal due date and prior to contract award. Upon contract award, prices must remain firm for the duration of the overall contract term. All required submissions must accompany each proposal. Incomplete proposals may be deemed disqualified for further consideration and will not be reviewed.

RFP documents include Invitation Letter of Request for Proposal, Instructions to Contractors, Supplementary Instructions to Contractors, Required Submissions, Information Available to Contractors, Technical Proposal Form (Part A), Price Proposal Form (Part B), Bid Bond, Contractor’s Qualification Statement, Subcontractor Information Form, Minority Participation Form, Procurement Office Questionnaire, Conflict of Interest Statement, Montgomery College Standard Performance Bond, Labor and Material Payment Bond, Application and Certificate for Payment, Montgomery College General Conditions of the Contract, Montgomery College Supplementary Conditions of the Contract, Technical Specifications and Drawings, Appendices and all Addenda if any.

An electronic PDF version of RFP documents may be obtained by downloading the file from the College Procurement website at <http://www.montgomerycollege.edu/procure/> on or after **May 12, 2021**, at no charge. No Pre-Proposal Conference will be held. **A site examination is required and appointments can be scheduled by contacting Eric Koh, AIA, College Architect, via email to eric.koh@montgomerycollege.edu.** Potential contractors shall thoroughly examine the site within the project scope for conditions that may affect their pricing. The price proposal shall be firm and final, no adjustments shall be granted if contractors fail to account for site variances.

Request for clarifications from Contractors must be submitted in writing no later than **5:00 p.m., on May 19, 2021**. All procurement questions related to this solicitation shall be directed to George Varghese, Purchasing Agent via email to George.varghese@montgomerycollege.edu. All technical questions shall be directed to Eric Koh, College Architect, via email to eric.koh@montgomerycollege.edu.

Only answers provided via a written addendum issued by the College will be binding.

Proposals will be evaluated by a College Selection Committee. Evaluation will be based on the substantiated ability of the Contractor to perform the required construction services described in the Request for Proposal documents, and the Contractor's responsiveness to Technical Proposal and Price Proposal requirements. Technical Proposals will be opened first and reviewed. Price Proposals from only those Contractors deemed qualified following the review of the Technical Proposals, will then be opened and reviewed. Price Proposals from those Contractors deemed not qualified by the College after the review of the Technical Proposals will not be opened. An award will be made in the best interest of the College to the most responsive and responsible qualified Contractor with the **lowest Base Price Total** that can meet or exceed the terms, conditions, and specifications of this solicitation.

Bid and Performance Security Requirements apply as follows: **If a Contractor's total bid amount exceeds \$100,000, a Bid Bond in an amount not less than 5% of the total bid amount, including all add alternates is required for bidding. The successful Contractor will be required to provide 100% Performance and Labor and Material Payment Bonds, insurance certificate and other required documents after the contract award, and prior to start of any work.**

State of Maryland prevailing wage rate requirements and reporting procedures, State apprenticeship and training fund law do not apply to this project.

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

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



Patrick L. Johnson, MBA
Director of Procurement

NOTE: Prospective Offerors who have received this document from a source other than the Procurement Office should immediately contact the Procurement Office and provide their name and e-mail address so that amendments to the Bid/RFP or other communications can be sent to them. Failure to contact the Procurement Office may result in non-receipt of important information.

REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

SECTION 002113 INSTRUCTIONS TO CONTRACTORS

PART 1 - RFP AND AWARD SCHEDULE

1.1 REQUEST FOR PROPOSAL SCHEDULE

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

May 12, 2021	RFP Documents Available
May 19, 2021	Last Date for Requests for Information
May 27, 2021	Technical Proposal (Part A) and Price Proposal (Part B) Due
June 21, 2021	Proposal Evaluation Process Concludes and College Board of Trustee Approves the Recommendation for Contract Award

1.2 AWARD SCHEDULE

It is the College's intention to make an award to the most responsive, and responsible qualified Contractor with the lowest Base Price Total that can meet or exceed the terms, conditions, and specifications of the solicitation, in accordance with the College policy and procedures. It is anticipated the approval of award recommendation will be made at the College Board of Trustees meeting **on June 21, 2021** and the award is subject to approval by the Board of Trustees.

Notice to proceed will be timely provided upon receipt of documentation and information required from the Contractor before the start of work including, but not limited to, performance, payment, labor and material payment bonds and Insurance certificates.

Notwithstanding these expectations, the College may require additional time to administer the contract award or other processes. To accommodate for this possibility, prices must remain firm for one hundred twenty (120) days from price proposal due date. Anticipated Contract Award date, Notice to Proceed date and project scheduling expectations may be adjusted in concert with this provision. It is the Contractor's sole responsibility to ensure their price proposal response accommodates this requirement.

PART 2 - PRE-PROPOSAL CONFERENCE

2.1 No Pre-Proposal Conference will be held.

PART 3 - RFP DOCUMENTS

3.1 RFP documents include the Invitation Letter of RFP, Instructions to Contractors, Supplementary Instructions to Contractors, Required Submissions, Information Available to Contractors, Technical Proposal Form (Part A) and attachments thereto, Price Proposal Form (Part B) and attachments thereto, Bid Bond, Contractor's Qualification Statement, Subcontractor Information Form, Minority Participation Form, Procurement Office Questionnaire, Conflict of Interest Statement, Montgomery College Standard Performance Bond, Labor and Material Payment Bonds, Application and Certificate for Payment, Montgomery College General Conditions of the Contract, Montgomery College Supplementary Conditions of the Contract, Specifications, Drawings and all Addenda if applicable.

- 3.2 An electronic PDF of the RFP documents can be downloaded from the College Procurement website at <http://www.montgomerycollege.edu/procure/> at no charge.
- 3.3 Montgomery College is not responsible for content of and/or information obtained from sources not listed in the RFP. Only information obtained through the College's Procurement office, on its website or from sources listed in the RFP should be considered reliable. It is highly recommended that Contractors obtain all information pertaining to this RFP from the College's Procurement Web site at <http://www.montgomerycollege.edu/procure/> and those sources referred to in the RFP document. It is the Contractor's responsibility to assure that accurate information has been used in preparation of their proposal response.

PART 4 - SITE EXAMINATION

- 4.1 A site examination opportunity will be provided at the project site **by appointment only**. Due to the ongoing COVID-19 pandemic and College restrictions to access to the campuses, Contractors planned to attend the site visit shall email Eric Koh, AIA, College Architect, at eric.koh@montgomerycollege.edu in advance, advising the number of people to attend the site visit. Contractors shall follow College protocols for visiting the campus available at <https://www.montgomerycollege.edu/coronavirus/health-and-safety/return-to-campus-guidelines.html>. Persons coming on campus should assess their own health before arriving. A self-assessment checklist is available at <https://www.montgomerycollege.edu/coronavirus/covid-assessment-visitors.html>. The College Public Safety officer may ask this information before allowing the Contractors at the entry of the building. Contractors can show the confirmation email as evidence of self-assessment.

Besides the College's requirements, the Montgomery County requires all persons, whether indoors or out, to wear a mask within six (6) feet of one another.

- 4.2 Potential Contractors shall thoroughly examine and investigate existing site conditions that may affect their pricing proposal, prior to proposal submission. Site examination is mandatory. The price proposal shall be firm and final, no adjustments shall be granted at a later date, if contractors fail to account for site variances.
- 4.3 Proposal submission shall serve as verification that, at the time of receipt of the proposal, the Contractor has inspected the site and has read and is thoroughly familiar with the RFP documents (including all Addenda); has examined and finds the Specifications and the Drawings adequate; and agrees that given what the Specifications and Drawings require, in any part of the Work, the required result can be produced. Failure or omission of a Contractor to inspect the site or to examine any form, instrument or document shall in no way relieve a Contractor from obligations with respect to their Proposal.
- 4.4 Data in the RFP documents pertaining to existing conditions is for convenience only and does not supplant obtaining first-hand information at the site. Submission of proposals shall constitute acceptance by the Contractor of existing site conditions as a part of the requirements for this work.

PART 5 - INTERPRETATION OR CORRECTION OF RFP DOCUMENTS

- 5.1 The RFP documents should be examined carefully. Should any Contractors find discrepancies or omissions in the solicitation documents, or be in doubt as to the meaning of any item(s), Request for Clarification related to procurement shall be submitted to George Varghese, Purchasing Agent, via email to George.varghese@montgomerycollege.edu. All technical questions shall be directed to Eric Koh, College Architect via email to eric.koh@montgomerycollege.edu.

- 5.2 Contractors shall be responsible for reviewing and coordinating the submission of clarifications requested by Subcontractors or Vendors. Clarification requests made directly by Subcontractors or Vendors will not be accepted by the College.
- 5.3 **REQUESTS FOR CLARIFICATIONS MUST BE SUBMITTED BY EMAIL NO LATER THAN 5:00 PM on May 19, 2021.**
- 5.4 No oral interpretation of the meaning of the RFP documents will be made to any Contractor, and oral responses or oral interpretations will not be binding in any way to modify or change any requirement in the RFP documents.
- 5.5 The College will review the written questions and requests for clarification, if any, and any and all such interpretations and any supplemental instructions will be issued in the form of written Addenda to the RFP. Any issued Addenda may be obtained by downloading the file from the College's Procurement website <http://www.montgomerycollege.edu/procure> at no charge.
- 5.6 All Addenda shall become part of the RFP documents.
- 5.7 Notification regarding addenda posted at the above referenced website will be provided by e-mail, to all Contractors who are known by the College to have received a complete set of Proposal Documents by downloading the RFP from the College's Procurement website and who have provided an accurate current e-mail address. To ensure that an accurate notification attempt can be made, and is delivered to the appropriate contact person, the College requests the Contractor register one person's contact information with the College's website. The College will make a good faith, one-time, attempt to e-mail the notification to that contact person, but cannot be held responsible for unsuccessful delivery in the event that an incorrect e-mail address is provided and/or technical difficulties are experienced in the transmission.
- 5.8 It is the Contractor's sole responsibility to ensure receipt of all Addenda. It is highly recommended that the Contractor check the College's website for all posted Addenda prior to submitting their proposals. All Addenda shall become part of the Request Proposal documents.
- 5.9 Failure of any Contractor to receive any such Addenda or interpretation shall not relieve the Contractor from any obligation or requirement provided for in the Addenda or issued interpretation.

PART 6 - PREPARATION AND SUBMITTAL OF PROPOSALS (NEW)

- 6.1 A submittal consisting of the Technical Proposal, and the Price Proposal are required when responding to this Request for Proposal.
- 6.2 All proposals must be submitted electronically, in two separate PDF file attachments. One attachment shall consist of the Technical Proposal, and second attachment shall consist the Price Proposal. Both attachments shall be sent together, in a single email to vendor.proposals@montgomerycollege.edu, prior to the RFP closing date and time as outlined in RFP. Subject line of email must include the following: Offeror Response to RFP No. E421-008, Exterior Doors and Hardware Replacement at Central Services Building, Germantown & Rockville Campuses.
- 6.3 Electronic proposal submittal is based on Eastern Daylight Time (EDT). **Any proposal received at the above email address, after the EDT submittal deadline, will be automatically**

rejected. Proposals sent to other email address other than the above specified will NOT be accepted.

- 6.4 In addition to the electronic submission, one original hardcopy of Technical Proposal and Price Proposal shall be mailed/delivered to the address below. **Hard copy proposal must be received by the College no later than ten (10) business days after the RFP due date and prior to the contract award.**

Montgomery College
 Central Receiving Office
 Attn.: Office of Procurement
 7602 Standish Place
 Derwood, Maryland 20855

The College Central Receiving Office is currently operating from 10:00 a.m. to 2:00 p.m., Monday through Friday, except for College Holidays. A copy of College academic calendar is available at: <https://www.montgomerycollege.edu/academics/academic-calendar.html>). Contact: James Fowlkes, Central Receiving Supervisor. Cell Phone: (240) 620-2640.

- 6.5 Technical Proposals must be submitted on the enclosed Technical Proposal Form and must include all the attachments listed on the Technical Proposal Form. Price Proposals must be submitted on the enclosed Price Proposal Form and must include all the attachments listed on the Price Proposal Form. Proposals must be signed by an authorized officer of the firm. Blank spaces must be filled in, either in ink or typewritten, both in words and figures. The person signing the Proposals must initial all erasures on or changes to the forms.
- 6.6 The hardcopy of Technical Proposals and Price Proposals must each be submitted in separately sealed envelope or box. Contractors must copy and paste the following proposal envelope sample labels on the outside of their envelopes for each proposal submitted. It is mandatory that the proposal envelope labels are used or this exact information is provided on the envelopes of the sealed proposal. Failure to do so may cause the proposal to be rejected.

PROPOSAL ENVELOPE LABEL

PART A - TECHNICAL PROPOSAL

RFP No.: E421-008 (A)
 Proposal Due Date: **May 27, 2021**
 Proposal Due Time: 2:00 PM
 Contractor's Name: _____
 Contractor's Address: _____

Project Title: Exterior Doors and Hardware Replacement
 Central Services Building, Germantown and Rockville Campuses

PART B - PRICE PROPOSAL

RFP No.: E421-008 (B)
 Proposal Due Date: **May 27, 2021**
 Proposal Due Time: 2:00 PM
 Contractor's Name: _____

Contractor's Address: _____

Project Title: Exterior Doors and Hardware Replacement
Central Services Building, Germantown and Rockville Campuses

6.7 Proposals shall be certified, signed, and dated by a bona fide agent of the Offeror and include minority classification if applicable. Failure to include all required submittals may render the proposal non-responsive. The College will reject any Offeror without an authorized signature.

PART 7 - DELAYED OPENING

7.1 No proposal will be accepted after the stated date and time. In the event the College is closed on the RFP closing date due to an unforeseen circumstance, the RFP will close at the stated time on the next open business day, unless the Contractor is notified otherwise.

PART 8 - ERRORS IN PROPOSALS

8.1 With the submission of this proposal, Contractors assure the College that they are fully informed regarding conditions and requirements of the project site and the proposal documents prior to submitting proposals. Contractors are responsible for seeking proper information and making the necessary investigations. Failure to do so is at the Contractor's sole risk.

PART 9 - WITHDRAWAL OF PROPOSALS

9.1 Contractor may not withdraw or modify the Price Proposal for one hundred and twenty (120) calendar days after the Price Proposal due date and time.

9.2 The College may require additional time to administer College, County and/or State contract award or other regulatory processes. To accommodate for this possibility, prices must remain firm for one hundred twenty (120) days from the price proposal due date. Anticipated Contract Award date, Notice to Proceed date and project scheduling expectations may be adjusted in concert with this provision. It is the Contractor's sole responsibility to ensure that their price proposal response accommodates this requirement.

PART 10 - EVALUATION OF PROPOSALS

10.1 The evaluation of proposals includes both Technical Proposal (Part A) and Price Proposal (Part B) evaluation.

10.2 The technical and price proposal submission will first be examined for responsiveness and completeness by the College evaluation team. Those proposals which do not clearly respond to the proposal submission requirements may be rejected at the discretion of the College. Those proposals not rejected will be evaluated to determine which offer best meets the requirements in the RFP and is in the best interest of the College. Proposal information will be evaluated and scored by the College, and its decision will be final.

10.2.1 Technical Proposal (Part A):

Part A Technical Proposal responses will be opened first. Price Proposals will remain sealed and are held by the Office of Procurement until the conclusion of

Technical Proposal evaluation. Technical Proposals will be reviewed by a College Evaluation Committee based on the substantiated ability of the Contractor to perform the required construction services described in the RFP documents, and the Contractor's responsiveness to the Technical Proposal requirements **on a "go," "no-go" basis only.**

All complete and responsive Technical Proposals will be evaluated based on the following key areas:

- a. Contractor Qualification Statement including Financial Statements
- b. Relevant Project Experience
- c. Professional Qualifications and Technical Competence of Proposed Project Team
- d. Quality Control Program
- e. Proposed Project Schedule Outline

10.2.2 Price Proposal (Part B):

Upon the completion of the Technical Proposal evaluation, price proposal from only those Contractors who are deemed qualified following the review of the Technical Proposals, will then be opened and reviewed for responsiveness. Price Proposals from those Contractors deemed not qualified after the review of the Technical Proposals will not be opened and will be considered further.

- a. Base Price Total.
- b. Submission of an acceptable Bid Bond (required if the total bid amount exceeding \$100,000)
- c. Bonding Company Letter Guaranteeing the Required 100% Performance, Labor and Material Payment Bonds.

In order to be considered for the award, Contractor must bid all items in the Price Proposal Form and fill out all blanks. Failure to do so may deem a Contractor non-responsive.

- 10.3 An award will be recommended in the best interest of the College to **the most responsive, and responsible qualified contractor with the lowest Base Price Total** that can meet or exceed the terms, conditions, and specifications of the solicitation.

It is the College's intention to seek approval of award of this contract at the College's Board of Trustees on **June 21, 2021**, and is subject to approval by the Board of Trustees.

PART 11 – COLLEGE'S RIGHTS

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

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

request. The College reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the College that such Contractor is

properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

- B. Conditional proposals will not be accepted.
- C. To reject any or all proposals and to make awards in the best interest of the College, in the name of the Board of Trustees. The College also reserves the right to cancel the RFP.
- D. To accept or reject any item of price proposal or any alternate prices in the priority order established by the Price Proposal Form.
- E. To negotiate contract terms, price (base price and/or any alternate prices), specifications, or other conditions that result in the most advantages outcome for the College. In the event an agreement satisfactory to the College cannot be negotiated, the College may terminate the negotiation and move to the next lowest responsive and responsible qualified Contractor.
- F. To consider informal, any proposal not prepared or submitted in accordance with the provisions hereof. The College may at its sole discretion waive any informality. A waiver of any provision of the Proposal Documents shall not constitute a waiver of any subsequent breach
- G. To defer award of the contract for a period of up to one hundred and twenty (120) calendar days after receipt of the proposals. Anticipated Contract Award date, Notice to Proceed date and project scheduling expectations may be adjusted in concert with this provision. It is the Contractor's sole responsibility to ensure their Price Proposal response accommodates this requirement. Upon Award, prices must remain firm for the duration of the contract.
- H. If no award or other disposition is made, the expiration of the one hundred and twenty (120) calendar days will constitute rejection of all price proposals without any further action by the College.
- I. The Contractor deemed most responsible and responsive with the lowest Base Price Total under an equitable bid process will be recommended for contract award to the College's Board of Trustees.

- 11.2 The award will be made subject to the availability of public funds and only if it is in the best interest of the College to award the project. The College reserves the above rights to be exercised at the College's sole discretion.

PART 12 - AWARD CONSIDERATIONS

- 12.1 An award will be recommended in the best interest of the College to the **most responsive and responsible qualified contractor with the lowest Base Price Total** that can meet or exceed the terms, conditions, and specifications of this solicitation, including project delivery requirements.

Only alternates submitted by the recommended Contractor may be reviewed and considered by the College. The College reserves the right to accept or reject any alternate pricing.

PART 13 - REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND

- 13.1 Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

END OF INSTRUCTIONS TO CONTRACTORS

SECTION 002413 SUPPLEMENTARY INSTRUCTIONS TO CONTRACTORS**PART 1 – PRELIMINARY PROJECT SCHEDULE**

- 1.1 Preliminary schedule instructions apply to the project as follows:
- A. The College offers classes during traditional Fall and Spring academic semesters, as well as during a winter intersession and two summer session periods.
 - B. Contractor is reminded that they may be asked to refrain from noisy work during the associated testing periods when tests are scheduled in adjoining buildings. Specific calendars and constraints will be provided by the College when available. Calendars are subject to adjustment in the event that inclement weather, or other cause, closes the College.
 - C. Due to the ongoing COVID-19 pandemic, the College is open remotely. Most 2021 summer and fall semester classes are currently scheduled to be online. Students in certain programs may come to campus for some hybrid classes. Access to the College campuses is currently restricted.
 - D. It is the College's expectation the project will be completed **at the end of October 2021**.

PART 2 – PREVAILING WAGES

- 2.1 With regard to General Condition 3.3.1.3, please note that this project is **not** subject to State of Maryland DLLR Prevailing Wage Rate requirements.

PART 3 – MINORITY PARTICIPATION

- 3.1 Pursuant to Board Resolutions #87-82 and #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage minority businesses to provide goods and services for the performance of College functions. Minority businesses include non-profit entities organized to promote the interests of handicapped persons, and firms that are 51% owned and controlled by a member(s) of socially or economically disadvantaged minority group, which includes: African American, American Indian/Native American, Asian, Hispanic, women, and physically or mentally disabled.
- 3.2 The Contractor must submit an updated College's Minority Participation Form and include in the Technical Proposal submission.
- 3.3 If the Contractor is not a minority business entity, the Contractor is encouraged to develop a plan that, at a minimum, will award 15% of the total contract value to subcontractors and/or vendors that are minority businesses.
- 3.4 Non-minority Contractors are advised that following contract award, within three business days of request by the College, the Contractor shall provide a list indicating minority subcontractor and/or vendor participation anticipated for the project. The Contractor shall provide the College with routine updates should any changes in subcontractor or vendor status occur during the contract term.

PART 4 – BONDS

- 4.1 If Contractor's total bid amount exceeds \$100,000.00, Contractor is required to furnish a Bid Bond and a Letter of Intent from its Bonding Company for Health Sciences Center Roof Section A Replacement, Takoma Park/Silver Spring Campus with the Price Proposal (Part B), as required below.
- 4.1.1 **Contractor shall submit a photocopy of the Bid Bond in the electronic Price Proposal submission and one original Bid Bond in the hardcopy submission.** The Bid Bond must be from a surety company authorized to do business in the State of Maryland, acceptable to the College, made payable without condition to the College, for not less than 5% of the total base bid amount, including all bid alternates, but excluding all deduct alternates, or a cashier's check in the amount of not less than 5% of the total base bid amount, including all bid alternates, but excluding all deduct alternates. Bid Bond shall be prepared and submitted on AIA Form A310-2010, "BID BOND".
- 4.1.2 Contractor shall submit one original letter from the Contractor's bonding company stating that it guarantees to furnish the required 100% performance and labor and material payment bonds if the Contractor is recommended for contract award. Letter provided shall not be generic but must be written specifically for this project.
- 4.2 Prior to the execution of this Contract, the College may require the Contractor to furnish a performance bond, properly executed on the Montgomery College Standard Performance Bond, a copy of which is included in the Request for Proposal documents, and a labor and material payment bond executed on AIA Document A312-2010, "PAYMENT BOND", for 100% of the amount of the Contract.
- 4.3 Upon failure or refusal to execute and deliver the Contract and bonds required within five (5) days (Saturdays, Sundays and legal holidays excluded) after having received notice of acceptance of its proposal, the Contractor shall forfeit to the College, as liquidated damages for such failure or refusal, the bid security included with its proposal.
- 4.4 After the College and the successful Contractor have executed a contract, or if no contract has been executed within ninety (90) calendar days after the proposal due date, and Contractor has not been notified of acceptance of its proposal, Contractor may request return of his Bid Bond.
- 4.5 If at any time, the bonding Company becomes insolvent, files for bankruptcy or for any reason whatsoever loses its right to do business in the state of Maryland, the Contractor shall, within ten (10) calendar days after notice from the College to do so, substitute an acceptable Bond (or bonds) in such form and sum and signed by such other Bonding Company as may be satisfactory to the College.
- 4.6 Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond, a certified and effectively dated copy of their power of attorney.

PART 5 – INSURANCE

- 5.1 Prior to start of any work, the successful Contractor must provide sufficient evidence of insurance showing adequate coverage as defined in the Request of Proposal documents.

PART 6 – FORM OF CONTRACT

- 6.1 The Contract Agreement between the successful Contractor and the College for the Health Sciences Center Roof Section A Replacement, Takoma Park/Silver Spring Campus project will be executed on the College standard Purchase Order.
- 6.2 The Contract Documents are the purchase order, the Request for Proposal in its entirety, any Addenda issued prior to execution of the Contract, Modifications after execution of the Contract, the Performance Bond, the Labor and Materials Payment Bond, and the Contractor's proposal accepted by the College. The term "Contract" used in the Specifications or Drawings shall be considered as synonymous with the term "Contract Documents."
- 6.3 Any exceptions to the Montgomery College General Conditions of the Contract or any other deviations to the RFP requirements must be included in the Technical Proposal (Part A) submission to initiate further consideration by the College. An exception to the Montgomery College General Conditions of the Contract or any other deviations to the RFP requirements by the Contractor are considered by the College to be the request for information.
- 6.4 The College makes no implicit or explicit statement as to any willingness to deviate from all requirements set forth in the Request for Proposal documents.
- 6.5 Unless explicitly stated by the Contractor in the Proposal submission that an exception to the Montgomery College General Conditions of the Contract or any deviation to the RFP requirements are a condition of the proposal, the College does not consider such exceptions provided by the Contractor to be the submission of a conditional proposal.

PART 7 – LIST OF SUBCONTRACTORS (UPON REQUEST)

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

PART 8 – VENDOR QUALIFICATIONS (UPON REQUEST)

- 8.1 The College's intent with regard to verification of Vendor qualifications, and financial stability is that it is the Contractor's responsibility to evaluate the qualifications, financial viability and solvency of all vendors used for the project.
- 8.2 Within 3 business days from the request by the College, Contractor shall submit to the College a Qualification Statement for each Principal Vendor, herein defined as those Vendors whose contract value is anticipated to exceed \$ 100,000, to include the following:
 - a) Name
 - b) Address
 - c) Type of Work Performed
 - d) Years in Business
 - e) Representative Project List (including at least three projects of similar size, scope and complexity)
 - f) References (list at least three references, including contact name and telephone number)
 - g) Copy of Maryland registration/license number, if applicable
- 8.3 The College reserves the right to reject any Vendor.

PART 9 – TAXES

- 9.1 In the event of a conflict between General Conditions and any other provision in the Request for Proposal documents relating to taxes, Article 3.5 of General Conditions in Section 007200 shall prevail.

PART 10 – LAWS AND REGULATIONS

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

END OF SUPPLEMENTARY INSTRUCTIONS TO CONTRACTORS

SECTION 002413 REQUIRED SUBMISSIONS

TO: PROSPECTIVE OFFERORS

FROM : PROCUREMENT OFFICE
MONTGOMERY COLLEGE

A submittal consisting of the Technical Proposal, and the Price Proposal are required when responding to this Request for Proposal. All proposals must be submitted electronically, in two separate PDF file attachments. One attachment shall consist of the Technical Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email prior to the proposal submission deadline date and time to vendor.proposals@montgomerycollege.edu. Subject line of email must include "Offeror Response to RFP No. E421-008, Exterior Doors and Hardware Replacement at Central Services Building, Germantown & Rockville Campuses".

Electronic proposal submittal is based on Eastern Daylight Time (EDT). **Any proposal received at the above email address, after the EDT submittal deadline will be automatically rejected. Proposals sent to other email address other than the above specified will NOT be accepted.**

In addition to the electronic submission, one original hard copy of Technical Proposal Form (Part A) and all Attachments, and Price Proposal including all Attachments shall be submitted on the enclosed Proposal Forms, properly signed with the required Attachments, if any, in separately sealed envelopes and delivered to the following address **no later than ten (10) business days after the RFP closing date and prior to the contract award.**

Montgomery College
Central Receiving Office
Attn.: Office of Procurement
7602 Standish Place
Derwood, Maryland 20855

The College Central Receiving Office is currently operating from 10:00 a.m. to 2:00 p.m., Monday through Friday, except for College holidays. A copy of College academic calendar is available at: <https://www.montgomerycollege.edu/academics/academic-calendar.html>). Contact: James Fowlkes, Central Receiving Supervisor. Cell Phone: (240) 620-2640.

Any size envelope may be used. However, all envelopes must be marked with the Contractor's name and address, RFP number and description for which the proposals are submitted, as well as RFP closing date and time.

ITEMS REQUIRED FOR ALL TECHNICAL PROPOSAL (PART A) SUBMISSIONS

- 1.1 Technical Proposal Form, Section 004213A
- 1.2 Attachments specified in Technical Proposal Form Section 004213A, including:
 - a) Contractor's Qualification Statement including Financial Statements, Section 004513

Contractor is required to provide copies of financial statements for the last two years, preferably audited, including your organization's balance sheet and income statement

showing Current Assets, Net Fixed Assets, Other Assets, Current Liabilities and Other Liabilities. Include name and address of firm preparing attached financial statement(s), and date(s) thereof.

Information provided in the Financial Statements is for the express purpose of assisting Montgomery College in its assessment of the Contractor's suitability for providing services as a Contractor for the referenced project.

- b) A copy of Contractor's Maryland License
- c) Subcontractor Information Form(s), Section 004513I (Not Required for Technical Proposal Submission, but Upon Request).
- d) Contractor's Relevant Project Experience
 - 1) Submit a list of roof tear off and replacement projects your organization has completed in the last five years, giving the name of the project, owner, architect/engineer, the contract amount, date of completion and percentage of cost of the work performed with your own forces.

Three of the projects included shall be within the Metropolitan Baltimore-Washington region. Document successful completion of projects of similar size, scope and complexity, within the last five years, such as:

- Demonstrated experience with projects whose construction value is similar to this project.
 - Demonstrated experience managing projects with finite schedule requirements
- 2) Submit three (3) of the above relevant project references of similar scope, size and complexity **completed within the past three years**. One (1) of the project references shall be within the Metropolitan Baltimore-Washington areas.

Provide a brief description of the scope of work and list each project's size, construction cost (including general conditions, OH&P), change order value (excluding or annotating Owner directed scope changes), duration of the project and an Owner's reference contact person's name and current telephone number. Please make sure the references and contact persons are current. Use separate sheets if necessary and include them with the submission.

- e) Proposed Project Management/Supervisory Personnel List (including Construction Superintendent) and their Professional Qualifications and Technical Competence.

Contractor shall list the names and describe previous experience by the personnel who will be assigned to the College's project in providing project management and supervision services for construction projects of similar size, complexity and scope together with a statement as to the extent to which these personnel will be full-time or part-time.

- 1) Submit resumes and/or other relevant information demonstrating the qualifications and technical competence of proposed project team members including, at a minimum:

- Project Manager
 - Project Superintendent
 - Quality Control Manager
- 2) Demonstration that team members have prior work experience together is preferred.
 - 3) Demonstration that team members have prior work experience on roof replacement projects.
 - 4) Indicate expected percentage (or range) of time each team member will devote to the project.
- f) Quality Control Program
- 1) Submit a statement outlining the process by which you will assure compliance with the RFP Documents.
 - 2) Explain how your site housekeeping and maintenance procedures, management of temporary conditions and/or constraints and sequencing of trades affect quality control outcomes.
- g) Acknowledgement of Proposed Project Schedule
- Include a letter acknowledging review and acceptance of the Proposed Project Schedule as outlined in Part 1 of Section 002213, Supplementary Information to Contractors. Submit an alternative outline schedule for the project if not in agreement with this proposed schedule.
- h) Minority Participation Form, Section 004539
- i) Conflict of Interest Statement, Section 004541
- j) Exceptions to the Montgomery College General Conditions of the Contract, or any deviations to the other RFP requirements, if applicable
- k) Acknowledgement of Receipt of Addenda, if applicable

PART 2 – ITEMS REQUIRED FOR ALL PRICE PROPOSAL FORM (PART B) SUBMISSIONS

2.1 Price Proposal Form, Section 004213B

2.2 AIA Document A310-2010, Bid Bond

Contractor shall submit a Bid Bond (**original included in hardcopy submission**) from a surety company authorized to do business in the State of Maryland, acceptable to the College, made payable without condition to the College, for not less than 5% of the total base bid amount, including all add alternates, but excluding deduct alternates, or a cashier's check not less than 5% of the total base bid amount, including all add alternates, but excluding all alternates. Bid Bond shall be prepared and submitted on AIA Form A310-2010, "BID BOND".

2.3 Bonding Company Letter Guaranteeing the Required 100% Performance, Labor and Material Payment Bonds

- a) Contractor shall submit one letter (**original included in hardcopy submission**) from the Contractor's bonding company stating that it guarantees it will furnish the required 100%

performance and labor and material payment bonds if the Contractor is recommended for contract award. Letter provided shall not be generic, but must be written specifically for this project.

END OF REQUIRED SUBMISSIONS

SECTION 003119-INFORMATION AVAILABLE TO CONTRACTORS

1.1 GENERAL PROVISIONS

- A. College records include documentation that is made available as information to Contractors to illuminate likely project conditions.
- B. Reports, investigations, data, As-Built documentation, and all information related thereto included as Information Available to Contractors are not a part of the Contract Documents.
- C. The College, Architect and Engineers do not guarantee continuity of conditions indicated and are not responsible for information contained or not contained in the Information Available to Contractors.
- D. Contractors shall employ their own experts to analyze available information. Contractors shall be responsible for the consequences of acting on conclusions obtained from examination and analysis of available information.
- E. Contractors will be responsible for any and all costs associated with obtaining copies of existing record or As-Built drawings. Costs associated with any request for this documentation will be determined by the College at the time of the request, and these costs must be paid for, prior to the release of any documentation to the Contractors.

1.2 BUILDING DOCUMENTATION

Contractors are advised that As-Built documentation is available as reference documents for all project worksites. Documentation may be examined by submitting a written request to:

Eric Koh, AIA, College Architect

Email: eric.koh@montgomerycollege.edu

END OF INFORMATION AVAILABLE TO CONTRACTORS

SECTION 004213A TECHNICAL PROPOSAL FORM

To: Montgomery College.

Re: RFP No.: E421-008
 Exterior Doors and Hardware Replacement
 Central Services Building, Germantown and Rockville Campuses
 Montgomery College, Maryland

Attn.: Procurement Office
 Montgomery College
 9221 Corporate Boulevard
 Rockville, Maryland 20850

From: _____
 (Provide Your Company's Name)

All proposals must be submitted electronically. Contractor must submit Technical Proposal Form (Part A) and all Attachments in one PDF file, together with the Price Proposal Form (Part B) and all Attachments in a separate PDF file. Both attachments shall be sent together, in a single email to: vendor.proposals@montgomerycollege.edu, prior to the RFP closing date and time, as outlined in RFP. Subject line of email must include "Offeror Response to RFP No. E421-008, Exterior Doors and Hardware Replacement at Central Services Building, Germantown and Rockville Campuses". Electronic proposal submittal is based on Eastern Daylight Time (EDT). Any proposal received at the above email address, after the EDT submittal deadline will be automatically rejected. Proposals sent to other email address other than the above specified will NOT be accepted.

In addition to the electronic submission, one original hard copy of Technical Proposal and Price Proposal shall be submitted and delivered to: Montgomery College Central Receiving Office, Attn.: Office of Procurement, 7602 Standish Place, Derwood, Maryland 20855. See detailed submittal requirements in Section 002113 and Section 002413.

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

Contractor acknowledges receipt of the following Addenda:

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

The Contractor proposes to provide all of the necessary labor, materials, equipment, insurance and bonds for the replacement of designated exterior doors and hardware of Central Services Building and certain building on Germantown and Rockville Campuses and associated work as indicated in the contract document at Montgomery College, Maryland as specified in the Request for Proposal documents. The work to be performed by the Contractor shall include all items accepted by the College as part of the Contractor's submittal. It is understood that Montgomery College (hereinafter referred to as College) will be the sole judge as to the acceptance of the proposals and award of the contract. All work shall be done in accordance with the accompanying Technical Specifications and Drawings for the amount listed on the Price Proposal Form, and accepted Alternates, if any, as applicable in accordance with the terms of the Request for Proposal documents. The Contractor is reasonably expected, given the existing conditions and required construction, to complete the Work within the completion date stated in the Request for Proposal documents.

PROPOSAL SUBMITTAL ATTACHMENTS

Technical Proposal Form and all Attachments include:

- A. Contractor's Qualification Statement including Financial Statements, Section 004513-1
- B. Copy of Contractor's Maryland Business Registration
- C. Contractor's Relevant Project Experience
- D. Proposed Project Management/Supervisory Personnel List (including Construction Superintendent) and their Professional Qualifications and Technical Competence
- E. Quality Control Program
- F. Acknowledgement of Proposed Project Schedule
- G. Minority Participation Form, Section 004539-1
- H. Conflict of Interest Statement, Section 004541
- I. Any exceptions to the Montgomery College General Conditions of the Contract, or any deviations to the other requirements of the RFP, if applicable
- J. Acknowledgement of Receipt of Addenda, if applicable

PART 6 – The undersigned agrees, if selected as the Contractor, to execute a Contract in accordance with the terms of this Request for Proposal and Contract documents, within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the College.

PART 7 - The undersigned further certifies under the penalties of perjury that this proposal is in every respect bona-fide, fair and made without collusion or fraud with another person, joint venture, corporation, partnership or other business or legal entity.

PART 8 - The undersigned acknowledges the right of the College in its sole discretion to accept any Proposal or to reject any or all Proposals.

PART 9 - SIGNATURES:

_____ (Date) _____ (Company Name)

_____ (Address)

_____ (Telephone Number)

_____ (Facsimile Number)

By: _____

SEAL IF A CORPORATION Authorized Agent & Title (Print)

_____ Signature

_____ (F.E.I.N.)

_____ (Contractor License Number)

_____ (Email Address)

BE SURE TO SIGN YOUR PROPOSAL

SECTION 004213B PRICE PROPOSAL FORM

To: Montgomery College.

Re: RFP No.: E421-008
Exterior Doors and Hardware Replacement
Central Services Building, Germantown & Rockville Campuses
Montgomery College, Maryland

Attn.: Procurement Office
Montgomery College
9221 Corporate Boulevard
Rockville, Maryland 20850

From: _____
(Provide Your Company's Name)

All proposals must be submitted electronically. Contractor must submit Price Proposal Form (Part B) and all Attachments in one PDF file, together with the Technical Proposal Form (Part A) and all Attachments in a separate PDF file. Both attachments shall be sent together, in a single email to: vendor.proposals@montgomerycollege.edu, prior to the RFP closing date and time, as outlined in RFP. The subject line of the email must include "Offeror's Response to RFP No. E421-008 Exterior Doors and Hardware Replacement at Central Services Building, Germantown & Rockville Campuses". Electronic proposal submittal is based on Eastern Daylight Time (EDT). Any proposal received at the above email address, after the EDT submittal deadline will be automatically rejected. Proposals sent to other email address other than the above specified will NOT be accepted.

In addition to the electronic submission, one original hard copy of Technical Proposal and Price Proposal shall be submitted and delivered to: Montgomery College Central Receiving Office, Attn.: Office of Procurement, 7602 Standish Place, Derwood, Maryland 20855. See detailed submittal requirements in Section 002113 and Section 002413.

Please read the questions, note what is requested, then provide appropriate responses. Failure to answer any of the applicable questions contained in this section will make the proposal non-responsive and be grounds for rejection of the entire proposal. Conditional proposals will not be accepted. In order to be considered for the award, Contractor must bid all items and fill out all the following blanks. Failure to do so may deem a Contractor non-responsive.

Contractor acknowledges receipt of the following Addenda:

- Number _____ Date _____
- Number _____ Date _____
- Number _____ Date _____
- Number _____ Date _____

BASE PRICE TOTAL (State amounts in both words and numbers where indicated)

The proposed total contract amount to complete Exterior Doors and Hardware Replacement at Central Services Building, Germantown & Rockville Campuses of Montgomery College, Maryland, per terms, conditions, drawings and specifications, including all costs associated with the requirements specified in the Request for Proposal documents, and having examined both the site of the Work and all matters referred to in the Request for Proposal documents, is:

(In Words): _____ Dollars

(In Numbers): \$ _____

Item	Description	Dollar Amount (\$)
1	Materials	
2	Labor	
3	Overhead & Profit	
4	Insurance & Performance & Payment Bonds	
5	Base Price Total	

PART 5 - SPECIAL PRICING REQUIREMENTS (State amounts in both words and numbers)

- A. ALLOWANCES – NOT USED
- B. UNIT PRICES – NOT USED
- C. ALTERNATES – NOT USED
- D. SEPARATELY IDENTIFIED PRICES – NOT USED

PART 6- BID SURETY

- A. The bid surety attached in the sum of _____ Dollars (\$ _____) is to become the property of the College in the event the Contract and Bond are not executed with the time set forth, as liquidated damages for the delay and additional expense to the College caused thereby.
- B. The undersigned includes the following submissions as part of the Price Proposal Form: Bid Bond (AIA Document A310-2010, "Bid Bond") if the total bid amount exceeding \$100,000. Bonding Company Letter

PART 7 - PRICE PROPOSAL (PART B) SUBMITTAL ATTACHMENTS

- A. AIA Document A310-2010, Bid Bond or Certified Check in an amount not less than 5% of the Base Bid Amount, including all add alternates, but excluding all deduct alternates, if applicable.
- B. Bonding Company Letter Guaranteeing the Required 100% Performance, Labor and Material Payment Bonds

PART 8 – The undersigned agrees, if selected as the Contractor, to execute a Contract in accordance with the terms of this Request for Proposals and the Contract Documents, within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the College.

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

PART 10 - The undersigned acknowledges the right of the College in its sole discretion to accept any Proposal or to reject any or all Proposals.

PART 11 - The undersigned further certifies under the penalties of perjury that this proposal is in every respect bona-fide, fair and made without collusion or fraud with another person, joint venture, corporation, partnership or other business or legal entity.

PART 12 - SIGNATURES:

(Date)

(Company Name)

(Address)

(Telephone Number)

(Facsimile Number)

By: SEAL IF A CORPORATION

Authorized Agent & Title (Print)

Signature

(F.E.I.N.)

(Contractor License Number)

(Contact E-mail Address)

BE SURE TO SIGN YOUR PROPOSAL

SECTION 004313 BID BOND

Exterior Doors and Hardware Replacement
Central Services Building, Germantown & Rockville Campuses
Montgomery College, Maryland

Use AIA Document A310-2010, Bid Bond

CONTRACTOR'S QUALIFICATION STATEMENT

Use Montgomery College's "**Contractor's Qualification Statement**". A copy of the Montgomery College form and the supplemental instructions are included with this section.

Contractor's Qualification Statement

Preparing the Contractor's Qualification Statement for Review by Montgomery College

Most contractors maintain a generic AIA A305 form. The effort contractors spend adapting the document to our specific interests is noticed and appreciated. The suggestions provided here are intended to help improve your chances of being responsive to our requests for technical information. Our preferences are fairly specific and adherence to these preferences will expedite the review process.

Contractor qualification statements are generally reviewed by a panel consisting of five members. The purpose in using our own form is to obtain objective data in a consistent format that can be easily processed by our panel members. Unfortunately, it has been our experience that many contractors attempt to use the AIA A305 as a way to direct us to a variety of attachments that are in a unique format which are inconsistent or non-responsive to the type of information we are seeking. So, for example when the form requests the value of the contractor's current work (part 3), a somewhat typical response is "see attachment 6" which is a list of projects that may or may not be tabulated. Actually, what we are looking for in that particular space is a dollar amount, not a list. The numbers are certainly not the full story regarding contractor qualifications, but when we ask for a number, our panel members would like to see a current and accurate number in that space.

Where we do ask for project lists, we have found that some lists are more helpful than others. Although we do not require contractors to provide information in a specific format, we do expect the lists to respond to our request for certain basic information. The preferred format and content for our purposes is as follows:

1. A short, descriptive project title, e.g. "new" student center, or "addition to" or "repairs to library building", etc.
2. Owner and location of the work.
3. The name of the architect/engineer.
4. The construction contract value.
5. The year when the project was completed.

The following should be taken into consideration when compiling the project lists:

- a) Since we are a college, we are particularly interested in academic institutional project experience. Highlighting those types of projects is beneficial.
- b) If your project involvement was other than as the sole general contractor or construction manager, please make that clear. Thus, if you are one of multiple primes, or a member of a joint venture, or a subcontractor on the project, please make that distinction in the project title and contract value. Do not claim credit for the entire work.
- c) The project lists serve as client references for our purposes. References are more highly valued when the client is a college, university or other public entity. Local references and recent references are the most relevant.
- d) Project experience becomes increasingly less relevant as the projects become remote in time or distance. We would prefer a short, current and relevant project list.
- e) Failure to provide the requested financials is frequently a cause for disqualification.
- f) We encourage all companies to provide full and accurate information which best presents their qualifications, but please be concise. Too much data or poorly organized data can impede our review and will ultimately be counterproductive.

Finally, the presentation of material including tabs, indexes, and logical organization makes a difference to panel members who are struggling with a large volume of paper. So prepare the submittal accordingly.

**Office of Facilities
Montgomery College**

SECTION 004513 CONTRACTOR'S QUALIFICATION STATEMENT

Use **AIA Document A305, Contractor's Qualification Statement**, latest edition, or Montgomery College's "**Contractor's Qualification Statement**", unless otherwise indicated.

A copy of the Montgomery College form and the supplemental instructions are included with this section.

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. Information provided in this statement is for the express purpose of assisting Montgomery College in its assessment of the Offeror's suitability for providing services as a General Contractor for the referenced project.

SUBMITTED TO: Office of Procurement
MONTGOMERY COLLEGE

ADDRESS: 9221 Corporate Boulevard
Rockville, Maryland 20850

SUBMITTED BY:
TITLE:

COMPANY NAME:
ADDRESS:

NAME OF PROJECT: **Central Services Building, Germantown & Rockville Campuses
Exterior Doors and Hardware Replacement
Montgomery College, MD**

Type of Work (select one):

- General Construction
 HVAC
 Electrical
 Plumbing
 Other (please specify)

1.0 ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor?
- 1.2 How many years has your organization been in business under its present business name?
- 1.2.1 Under what other or former names has your organization operated?

- 1.3 Describe the form of your organization (i.e. corporation, partnership, individual, or other) and name the principal(s):

2.0 LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business:

3.0 EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces:
- 3.2 On a separate sheet, list the similar construction projects your organization has completed in the last three years, giving the name of the project, owner, architect, the contract amount, date of completion and percentage of cost of the work performed with your own forces.
- 3.3 State average annual amount of construction work performed in the last three years:
- 3.4 Has your organization ever failed to complete any work awarded to it?
 NO YES (*attach details*)
- 3.5 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 NO YES (*attach details*)
- 3.6 Has your organization filed any lawsuits or requested arbitration with regards to construction contracts within the last five years?
 NO YES (*attach details*)
- 3.7 Has your organization ever been debarred from bidding on State Contracts by the Board of Public Works, or on any other Local, Municipal, County, State or Federal project?
 NO YES (*attach details*)
- 3.8 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?
(If the answer is yes, please attach details.)
 NO YES (*attach details*)
- 3.9 Has your organization ever filed for bankruptcy, receivership, or any other similar legal protection to protect it from default? (If the answer is yes, please attach details.)
 NO YES (*attach details*)
- 3.10 Include a brief description of **three (3) projects** in Section 3.2 listing each project's size, relevant features, construction cost (including general conditions, OH&P), change order value (excluding or annotating Owner directed scope changes), anticipated schedule, actual schedule and an Owner's reference contact person's name and current telephone number.

4.0 FINANCIAL STATUS

4.1 Financial Statement

Attach copies of financial statements for the **last two years**, preferably audited, including your organization’s balance sheet and income statement showing Current Assets, Net Fixed Assets, Other Assets, Current Liabilities and Other Liabilities. Include name and address of firm preparing attached financial statement(s), and date(s) thereof.

5.0 SIGNATURE

5.1 Dated this ____ day of _____, 2021.

Name of Organization:

By:
Title:

6.0 NOTARY

6.1 _____ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this ____ day of _____, 2021.

Notary Public:

My Commission Expires:

SECTION 004531 SUBCONTRACTOR INFORMATION FORM

Trade: _____
Name: _____
Address: _____

Telephone: _____
Contact: _____

Average Annual Work performed, in dollars, in the last three years: _____

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

Project # 1 _____

Project # 2 _____

Project # 3 _____

SECTION 004539 MINORITY PARTICIPATION FORM

CONTRACTORS SHALL COMPLETE THE FOLLOWING:

I HEREBY REPRESENT THAT OUR/MY FIRM IS _____
IS NOT _____

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

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

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

Minority Participation Expectation: _____% of Base Price Total

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

Firm Name

Signed Date

Type or Print Name

Signature

Title

SECTION 004540 PROCUREMENT OFFICE QUESTIONNAIRE

RFP Number: E421-008

RFP Title: Exterior Doors and Hardware Replacement,
Central Services Building, Germantown & Rockville Campuses
Montgomery College, Maryland

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

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

SIGNATURE

PRINTED NAME

TITLE

DATE

COMPANY

ADDESS

Please return to:

Montgomery College
Procurement Office
9221 Corporate Boulevard
Rockville, Maryland 20850

SECTION 004541 CONFLICT OF INTEREST STATEMENT

The undersigned hereby affirms and attests that to the best of its knowledge, no Montgomery College trustee, or employee, or spouse, parent, child, brother, sister of the trustee or employee, own assets in this business, and of this date are NOT employed by Montgomery College.

Company Name:	
Printed Name:	
Title:	
Signature:	
Date:	

Montgomery College
Standard Performance Bond

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (*Name and Location*):

BOND

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

Amount:

Modifications to this Bond:

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

None

SURETY

Company:

See Page 3

(Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

(Any additional signatures appear on the last page)

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

AGENT or BROKER:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 This Bond had been furnished to comply with a statutory or other legal requirement of the State of Maryland. Any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

10 DEFINITIONS

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

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

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

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

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

SECTION 006113.16 LABOR AND MATERIAL PAYMENT BOND

Exterior Doors & Hardware Replacement
Central Services Building, Germantown & Rockville Campuses
Montgomery College, Maryland

RFP No.: E421-008

Use AIA Document A312-2010, Payment Bond

SECTION 006276-APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.20. The "College's Representative" is the Vice President of Facilities & Public Safety or their designee.

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

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

1.1.23. "Notice to Proceed" means a written notice to the Contractor of the date on which it shall begin the prosecution of the Work. The Contract Time shall begin to run from the starting date established in the Notice to Proceed. Notice to Proceed will be timely provided upon receipt of Contractor materials required before the start of work, including but not limited to performance, payment, labor and material bonds and insurance certificates.

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

1.2. CONTRACT DOCUMENTS

1.2.1. Correlation and Intent of Contract Documents

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

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

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

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

- (1) The Request for Bid or Request for Proposal
- (2) Any modifications to the Contract Documents executed after the date of the Contract, with the Modifications having the latest date having the greatest authority.
- (3) The Contract.
- (4) Supplementary Conditions.
- (5) General Conditions.
- (5) Drawings and Specifications.
- (6) The Contractor's Proposal accepted by the College.

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

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

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

1.2.1.7. Generally, the Specifications describe Work which cannot be readily indicated on the Drawings and indicate types, qualities and methods of installation of the various materials and equipment required for the Work. The Specifications are not intended to mention every item of Work which can be adequately shown on the Drawings. The Drawings are not intended to show all items of Work described or required by the Specifications even if they are of such nature that they could have been shown thereon. All materials or labor for Work which are shown on the Drawings, or are reasonably inferable there from as being necessary to produce a finished Work, shall be provided by the Contractor whether or not the Work is also expressly covered in the Specifications.

1.2.2. Specification Format

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

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

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

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

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

1.2.3. Standard Specifications

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

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

1.2.4. Ownership

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

ARTICLE 2 – COLLEGE AND COLLEGE’S AGENTS**2.1. AUTHORITY OF COLLEGE’S PROJECT MANAGER**

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

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

2.1.2.1. Alter or modify the Contract Documents;

2.1.2.2. Alter the Contract schedule;

2.1.2.3. Approve Contract change orders;

2.1.2.4. Terminate or cancel the Contracts.

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

2.2. RESPONSIBILITIES OF THE COLLEGE’S PROJECT MANAGER

2.2.1. The College's Project Manager shall be an agent of the College to the extent set forth in the Contract Documents. Any non-College employee in such role shall not be deemed to be the employee of the College for any purpose in connection therewith. Subject to subsection 2.1.2, the College's Project Manager shall have full authority to act, or to cause others to act, on behalf of the College to assure that the Work is carried out in full compliance with the requirements of the Contract, and to otherwise generally protect the College's interests.

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

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

2.3. RESPONSIBILITIES OF THE COLLEGE DEPARTMENT OF ENVIRONMENTAL SAFETY

2.3.1. The Montgomery College Office of Facilities and Public Safety Department of Environmental Safety is responsible for promoting a safe and healthful work environment for the Project and for verifying the Contractor's compliance with Federal and State environmental protection regulations and College safety and health practices. To carry out these responsibilities, the Department of Environmental Safety is authorized to inspect the Project, all work done and being done, and all material to be furnished and being furnished.

In the event that the Department learns of an unsafe condition, the Environmental Safety Manager is authorized to suspend work (after notice to the College Project Manager and the Office of Facilities Management) until the unsafe condition is cured by the Contractor. "Unsafe condition" means any practice that represents a significant risk of injury or health hazard to College employees, a significant adverse environmental impact, or a physical hazard which could result in damage to College property and/or the public. The authority of Department of Environmental Safety is in addition to any other rights of the College set forth herein.

2.4. RESPONSIBILITIES OF THE ARCHITECT/ENGINEER

2.4.1. Architect/Engineer's Status

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

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

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

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

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

2.5. COLLEGE'S RIGHT TO STOP OR SUSPEND WORK

2.5.1. Stopping of the Work

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

2.5.2. Suspension of the Work

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

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

ARTICLE 3 – CONTRACTOR

3.1. RESPONSIBILITIES OF THE CONTRACTOR

3.1.1. The Contractor shall furnish all labor, materials, equipment, tools, construction equipment, machinery, plant, supplies, utilities, telephone, transportation, supervision, temporary construction, permits, insurance, taxes, bonds, contributions and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, as described in the Contract Documents.

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

3.2. CONTRACTOR'S ADMINISTRATION AND SUPERVISION OF THE WORK

3.2.1. Staff

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

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

3.2.2. Supervision

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

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

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

3.2.3 Subcontracts

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

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

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

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

3.2.3.5. The Subcontractor agrees:

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

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

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

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

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

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

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

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

3.3. MATERIALS, LABOR, EQUIPMENT AND PROCESSES

3.3.1. Proposals

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

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

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

3.3.2. Labor, Materials and Equipment

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

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

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

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

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

3.3.3. Use of Named Materials

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

3.3.4. Use of Equivalent Materials

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

3.3.5. Substitutions

3.3.5.1. Substitutions requests will be considered only under the following circumstances:

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

3.3.5.2. Requests for substitutions of products, materials or processes other than those specified shall be submitted in writing to the College's Project Manager and be accompanied by evidence that the proposed substitution: (1) is equal in quality and service-ability to the specified item; (2) will not entail changes in details and construction of related work; and (3) will be acceptable in consideration of the required design and artistic effect. The Contractor will furnish with its request such drawings, specifications, samples, performance data and other information as may be required of it to assist the College in determining whether the proposed substitution is acceptable. A direct comparison of features and fit with the specified item must be included. The substitution request shall state the credit or extra, if any, involved with the use of such material. The burden of proof shall be upon the Contractor.

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

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

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

3.3.6. Required List of Materials and Equipment

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

3.3.7. Tariffs

The Contractor's Contract Sum shall be presumed to include all tariffs levied on materials, supplies, equipment or other property incorporated into or used on the Project, whether the tariff is imposed before or after the Contract is signed.

3.4. WARRANTY/GUARANTEES

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

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

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

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

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

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

3.4.2. Nothing contained in Subsection 3.4.1.5 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of time period of one year as described in Subsection 3.4.1.5 relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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

3.5. TAXES

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

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

3.6. PERMITS AND LICENSES

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

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

3.7. PROSECUTION AND PROGRESS OF THE WORK

3.7.1. Notice to Proceed

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

3.7.1.2. Notice to Proceed will not be issued until the College receives from the Contractor performance, labor and material payment bonds, insurance certificates and other documents which are required by the Contract. The Contractor is prohibited from performing any Work on the site until proof of the insurance required by the Contract is provided to the College.

3.7.2. Hours of Work

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

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

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

3.7.3. Construction Schedule

3.7.3.1. Time

- (1) All time limits in the Contract Documents are of the essence of the Contract. Contractor and the College agree that the time stated in the Contract for the completion of the Work is a reasonable time, considering the usual climatic range and the usual business conditions prevailing in the locality of the Project. The Contract time shall be the full time allowed or required for completion of every task involved in completion of the Work, including lead-time for ordering and fabrication of equipment and materials.
- (2) The College is not obligated (a) to accept an early completion schedule from the Contractor, or (b) to accept the Project prior to the completion date stated in the Contract. The College will not be liable for any claims based on the Contractor's assertion of an intention to finish early.

3.7.3.2. Preliminary Schedule

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

3.7.3.3. Completion Schedule

- (1) Within 30 days after Contract execution and at such other times as required by subsections 3.7.3.4 and 3.7.3.8, the Contractor shall submit for approval, updated schedule information indicating the time allocated by the Contractor for the performance of each portion of the Work and the submittal information required by subsection 3.7.3.2 (3), properly and reasonably sequenced for achieving each task shown on the schedule. Coordinate schedule with milestones indicated in the Preliminary Project Schedule.
- (2) The Contractor's construction schedule shall begin with the date of issuance of Notice to Proceed and conclude with the required date of final completion of the project as stated in the Contract Documents. Float or slack time available in the schedule at any time shall not be for the exclusive use or benefit of either the Contractor or the College, but is jointly owned.

- (3) The Contractor's schedule information shall include a complete itemized breakdown of the Work, listed by activity or event number, including items related to the General Conditions, all necessary dates for submittal, review and response, and re-submittal (if necessary), and for each activity shall show at a minimum: (1) a sequence of operations; (2) the dates of commencement and completion of each item of the Work; and (3) delivery for material and equipment. Unless otherwise indicated in the Contract Documents or agreed upon by the College's Project Manager the duration of each activity shall be twenty-one calendar days or less.
- (4) Contractor shall submit with each Application for Payment revised schedule information accurately updated to reflect all: (1) revisions to the schedule (2) changes made or planned in the construction sequence; (3) actual construction activities to date including (i) commencement and completion dates for activities started or completed during the reporting period; and (ii) current progress of activities started in prior reporting periods including completion dates for activities completed during the reporting period; (4) delays and their effects on the critical path; (5) extensions of time granted by the College and (6) the Contractor's planned schedule or recovery schedule for completing remaining activities. This required schedule information update shall be furnished monthly whether or not Contractor submits an application for payment in that month.
- (5) In the event that there are change orders, they shall be reflected as new activities, or as changes in logic and/or time framing of existing activities. They shall be introduced at the next updating after receipt of a change order, and shall be subject to the approval of the College's Project Manager. Change order logic shall affect only those intermediate activities and performance dates directly concerned. Adjustments required in completion dates for those intermediate dates, or for the Contract as a whole, will be considered only to the extent that there is not sufficient remaining float to absorb the additional time which may be authorized for completion of individual activities.
- (6) Whenever the Project shall be behind schedule or alleged by either party to be behind schedule, the College may require the Contractor to furnish, at no additional cost to the College revised schedule information (hereinafter called a "recovery schedule") showing how the Contractor will finish their work by the Contract completion date.
- (7) All of Contractor's schedule information, including monthly schedule information updates and any recovery schedule information required shall be subject to review and approval by the College's Project Manager.
- (8) The Contractor shall cooperate with the College's Project Manager in scheduling and performing the Contractor's Work to avoid conflict,

delay in or interference with the Work of other contractors or the construction or operation of College's own forces. The Contractor shall participate with other contractors and the College's Project Manager and College in reviewing schedules when directed to do so. The Contractor shall make any revisions to their construction schedule information deemed necessary after a joint review.

- (9) Approval by the College's Project Manager of any schedule information submitted shall constitute approval of the schedule information only for general conformity with Contract requirements and shall not constitute approval, acceptance or admission of the reasonableness, accuracy, achievability, or feasibility of the schedule information or of the Contractor's ability to meet the schedule, or waiver or excuse of default or delay by the Contractor, extension of the time for completion, waiver or modification of Contract requirements, admission of fault or responsibility for delay on the part of the College or acceptance or admission on the part of the College of any liability or responsibility for the schedule or for acceleration or other costs or delay damages of the Contractor which are inferable from the Contractor's schedule information or update.
- (10) The College is not obligated to pay the Contractor for Work completed until proper, accurate schedule information, and updates are furnished as required and it is not liable for and Contractor is not entitled to damages, compensation, or time extensions for delays starting, occurring or continuing during the period when an accurate and reasonable schedule information or update was due but not furnished by the Contractor.

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

3.7.4. Progress Meetings

3.7.4.1. Contractor shall plan and participate in routine Project progress meetings to brief College's Project Manager and Architect/Engineer on the status of the Project. Frequency of meetings shall be determined at a preconstruction conference, but shall typically occur not less than every two weeks. Primary agenda topics shall include reporting status of: Regulatory Approvals, Submittals, RFIs, Commissioning, Safety, Security and Housekeeping, Schedule, Contracts/Finance and Close-Out. Unless otherwise indicated in the Contract Documents, record meeting minutes will be prepared by the Contractor.

3.7.4.2. Contractor shall provide reasonable advance notice to the College's Project Manager and Architect/Engineer regarding scheduling of pre-construction and pre-installation conferences with subcontractors. At a minimum, Contractor should anticipate College's participation in conferences related to underground work,

demolition work, primary structural work, all building enclosure work, MEP and telecommunications, AV and security systems work.

3.7.5. Progress Meeting Documentation and Reports

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

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

3.8. REFERENCE DOCUMENTS FOR THE WORK

3.8.1. Conformance Documents

3.8.1.1. The College may issue conformance documents, incorporating all Addenda issued during the bid/proposal period into the Contract Documents, for the Contractor's convenience at the start of Work. It is the Contractor's sole responsibility to verify the accuracy of the conformance documents. At the Contractor's election, conformance documents may serve as the basis for Progress Documents. Use of such documentation shall not in any way relieve the Contractor from its responsibility to perform the Work in accordance with the Contract Documents. In the event of a discrepancy between the conformance documents and the Contract Documents, the Contract Documents shall govern.

3.8.2. Progress Documents

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

be kept at the job site for inspection by the College's Project Manager and Architect/Engineer.

3.8.3. Record Documents

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

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

3.9. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

3.9.4. Unless otherwise indicated in the Contract Documents or agreed to by the College in writing, the Contractor shall send the College one copy of all Shop Drawings and product data coincident with the initial and any subsequent submissions to the Architect/Engineer.

The College will forward any comments it desires to make to the Architect/Engineer within the designated review time.

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

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

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

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

3.9.9. Unless the Contractor has, in writing, at the time of the submissions, expressly notified the Architect/Engineer, College's Project Manager and the College to the contrary, the College and the Architect/Engineer may assume that Shop Drawings and other submittals from the Contractor are in conformity with the Contract Documents and do not involve any change in the Contract price, or any change which will alter the space within the structure, or alter the nature of the building or Work from that contemplated by the Contract Documents, or constitute a substitution of material or equipment or a change in the Contract or the scope of Work. If the Contractor fails to give notice strictly in accordance with this subsection, approval of any Shop Drawing or submittal shall not be binding on the College.

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

3.9.11. Shop Drawings, product data, samples and similar submittals shall be marked, tagged, or otherwise properly identified with the name of the Contractor, the name of the

Project, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the stamps of the Contractor, College's Project Manager and the Architect/Engineer.

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

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

3.10. SITE INFORMATION, ACCESS, USE AND RESTRICTIONS

3.10.1. Site Information

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

3.10.2. Campus Coordination Requirements

3.10.2.1. Contractor shall furnish a Site Mobilization Plan to the College's Project Manager for review and approval prior to the start of Work. Plan shall indicate features including proposed construction delivery route, materials and trash storage areas, site office and toilet facility locations, fencing, erosion control measures, tree and plant protection, temporary lighting, temporary traffic control measures and signage.

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

3.10.2.3. In the event that Contractor's operations affect or disrupt campus access roads and/or building entrances or exits, Contractor shall coordinate maintaining or re-directing access in accordance with the Contract Documents and following the

direction and policies of the Campus Security Office and any affected emergency service providers.

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

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

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

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

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

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

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

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

3.10.4. Temporary Facilities

Unless otherwise indicated in the Contract Documents:

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

3.10.4.2. The Contractor shall, at its own expense, make all temporary connections to utilities and services in locations acceptable to the College's Project Manager and local authorities having jurisdiction thereof; furnish all necessary labor and materials, and make all installations in a manner subject to the acceptance of such authorities and the College's Project Manager; separately meter and pay for utilities (electricity, water, sewer, and telephone) consumed; maintain such connections; remove the temporary installation and connections when no longer required; restore the services and sources of supply to proper operating conditions.

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

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

3.10.5. Existing Utilities

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

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

- (1) Review College record documents pertaining to affected underground services.
- (2) Interview Campus Facilities office with regard to affected underground services.
- (3) Call "Miss Utility" at least 48 hours in advance of construction for marking of public utilities.
- (4) Be responsible for costs and coordination of utility locator services necessary to locate and mark any private utility services within the Work site, whether or not indicated on record or Contract Documents.

- (5) Notify the College's Project Manager, Campus Facilities office, electric utility company, natural gas supplier, providers of communications, and any affected utility or other organization with a right-of way in or immediately adjacent to the Work area at least one week prior to starting work in the areas in which services are located and cooperate with any organization who elects to have a representative present during the conduct of the Work.

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

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

3.10.5.5. All underground utility locations associated with the scope of Work, or revealed during the conduct of the Work, including the location, size and material of all water, sanitary sewer, storm sewer, gas, electric, telephone, data, fiber, cable television, duct banks, steam and chilled water utilities within the project area, shall be recorded by the Contractor's surveyor and referenced to a campus benchmark provided by the College, which is in Maryland State Plane NAD83(NSRS2007) horizontal datum; NAVD88 vertical datum.

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

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

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

3.10.5.8. In the event that utility service is damaged during the conduct of the Work, Contractor shall notify the College's Project Manager and Campus Facilities and Security Offices. Repair of damages resulting from Contractor's actions shall be the responsibility of the Contractor. Regardless of responsibility, Contractor shall immediately undertake necessary repairs, including conducting Work off-hours and/or on weekends, to ensure prompt restoration of service in order to minimize impact of unplanned utility outages on College operations.

3.10.6. Erosion Control

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

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

3.10.7. Tree and Plant Protection

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

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

3.10.8. Snow and Ice Removal

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

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

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

3.10.9. Trash Removal: Salvage and Recycling

Unless otherwise indicated in the Contract Documents:

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

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

3.10.10. Project Signage

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

3.11 HAZARDOUS AND TOXIC SUBSTANCES

3.11.1. Hazardous and Toxic Substances

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

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

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

3.11.2. Asbestos-Containing Materials

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

3.11.3. Environmental Litigation

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

3.12. CUTTING AND PATCHING

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

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

3.13. CLEANING

3.13.1. Progress Cleaning

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

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

3.13.2. Final Cleaning

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

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

3.14. ROYALTIES, PATENTS AND LICENSE FEES

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

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

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

3.15. INDEMNIFICATION

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

3.15.2 In claims against any person or entity indemnified under subsection 3.15.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under subsection 3.15.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.15.3. The College may retain such moneys due or to become due the Contractor under this Agreement as it considers necessary until such suits or claims for damages have been

settled or otherwise disposed of and satisfactory evidence to that effect has been furnished to the College.

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

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

4.1. CLARIFYING INSTRUCTIONS

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

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

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

4.2. REQUESTS FOR INFORMATION

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

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

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

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

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

4.3. SITE VISITS AND OBSERVATIONS

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

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

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

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

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

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

4.4. CLAIMS AND DISPUTES

4.4.1. Definition of Claim

4.4.1.1. A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "claim" also includes other disputes and matters in question between the College and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.

4.4.2. Claims for Concealed or Unknown Conditions

4.4.2.1. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the Contractor shall give notice to the College's Project Manager promptly before conditions are disturbed and in no event later than fifteen (15) calendar days after first observance of the conditions. Upon receipt of such notice the College's Project Manager and Architect/Engineer will promptly investigate such conditions and if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work will determine an equitable adjustment in the Contract Sum or Contract time or both. No change in the Contract Sum or Contract time or both will be allowed except by formal approval of the College. If it is determined that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the College's Project Manager shall so notify the Contractor in writing stating the reasons. Claims by Contractor which dispute such a determination must be made in accordance with subsection 4.4.5.

4.4.3. Claims for Extension of Time

4.4.3.1. If the Contractor is delayed at any time in the progress of the Work by any act or omission of the College, or its employees or by any other contractor employed by the College, or by changes ordered in the Work, or by strikes, lockouts, fire, unavoidable casualties, or any causes beyond the Contractor's control, or by delay

authorized by the College pending a decision, or by any cause which the College shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the College may decide.

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

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

4.4.4. Claims for Equitable Adjustment for Delay

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

4.4.4.2 Schedule management within the Contract duration established at time of Bid/Proposal, including decisions that may alter sequencing of all or part the Work, does not constitute grounds for an equitable adjustment for delay claim from Contractor or its subcontractors or vendors. All prices are firm for the duration of the overall Contract term.

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

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

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

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

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

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

4.4.5. Claims and Disputes Procedure

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

- (1) an explanation of the claim, including references to all Contract provisions upon which it is based;
- (2) the amount of the claim;
- (3) the facts upon which the claim is based;
- (4) all pertinent data and correspondence that the Contractor relies upon to substantiate its claim. The Contractor shall submit such additional information as may be requested by the College's Project Manager; and
- (5) a certification by a senior official, officer or general partner of the Contractor or the Subcontractor, as applicable, that, to the best of the person's knowledge and belief, the claim is made in good faith, supporting data are accurate and complete, and the amount requested accurately reflects the Contract adjustment for which the person believes the College is liable.

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

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

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

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

in the appeal. The Vice President of Facilities & Public Safety, in consultation with such other persons as deemed advisable, shall prepare and deliver a written decision to the Contractor. The Vice Presidents' response shall be the College's final decision.

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

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

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

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

4.5. DELAYS AND DAMAGES

4.5.1. No Waiver of Delay

4.5.1.1. Except as may be expressly agreed otherwise by the College in writing, no action or inaction by the College or its Project Managers shall constitute a grant of an extension of the completion date or the waiver of a delay or other default by the Contractor, including: (1) schedule, a recovery schedule, or an anticipated completion date from Contractor; (2) allowance, approval or acceptance of any

schedule; (3) failure to terminate for default at an earlier date; or (4) demand that the Contractor finish the project by the required completion date or by any subsequent date promised by the Contractor.

4.5.2. Mitigation of Delays and College Remedies.

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

4.5.2.2 If Contractor should at any time cause the Delays described in subsection 4.5.2.1, then in addition to any other remedies the College may have under the Contract, the College, after notifying Contractor that it has forty-eight (48) hours within which to cure the Delay, may attempt to remedy the Delay by whatever means the College may deem necessary or appropriate including, but not limited to, correcting, furnishing, performing or otherwise completing the Work, or any part thereof by itself or through others, (utilizing where appropriate, any materials and equipment previously purchased for that purpose by Contractor), or by supplementing the Contractor's forces. The Contractor shall be liable to the College for all costs incurred by the College in attempting to remedy the Delay. The College may deduct the cost to remedy the Delay from any monies due or to become due to the Contractor.

4.5.3. Severe Weather Delays

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

4.5.3.2. The College and the Contractor shall use the following table labeled "Monthly Anticipated Adverse Weather Days (in workdays)" as the basis for determining the anticipated number of "unusually severe weather" workdays at the construction site:

Monthly Anticipated Adverse Weather Days (in work days)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SE	OCT	NOV	DEC
4	5	4	5	5	3	3	3	2	4	4	4

A lost workday shall be considered a weather delay when unusually severe weather exists and when such weather conditions directly cause work to be delayed on the activity or activities which are on the critical path according to the latest accepted update of the schedule during that month. Weather-caused schedule losses shall be measured in half (0.5) workday increments if the unusually severe weather affects work at the site only for one half of a normal workday. If unusually severe weather occurs during the first half of a normal work and also delays work during the second half of the day (e.g., due to employees not being required to report to work due to unusually severe weather), the entire work day shall be considered a weather caused lost work day. The Contractor’s request for weather caused time extensions during a given month shall be considered only for actual work days lost in excess of the number of work days listed in the table above and meeting the above criteria. The Contractor shall meet the submission and notification requirements and follow the procedures for requesting time adjustments to the schedule as described in Section 4.4.3.

4.5.4. Liquidated Damages

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

4.5.5. Waiver of Consequential Damages

4.5.5.1 The Contractor waives claims against the College for consequential damages arising out of or relating to this Contract. The waiver includes but is not limited to damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit of any type.

This waiver is applicable, without limitation, to all consequential damages due to Contractor in accordance with Article 12 of this Contract.

ARTICLE 5 – CONSTRUCTION BY COLLEGE OR BY SEPARATE CONTRACTORS

5.1 SEPARATE CONTRACTS

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

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

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

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

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

Architect/Engineer and their respective officers and employees from all damages to the Contractor caused by other contractors on the Project.

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

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

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

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

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

ARTICLE 6 – CHANGES IN THE WORK

6.1. CHANGES IN THE WORK

6.1.1. Changes

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

acknowledges in writing to the Contractor that the order is a change order and that the Contractor is to proceed with the Work as a change.

6.1.1.2. If any change under this subsection causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under the Contract, whether or not changed by an order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, except for claims based on defective Specifications or Drawings, that no claim for any order under subsection 6.1.1.1 above shall be allowed for any cost incurred more than twenty days before the Contractor gives written notice as therein required. In the case of defective Specifications or Drawings for which the College is responsible, the equitable adjustment shall include any increased costs reasonably incurred by the Contractor in attempting to comply with such defective Specifications or Drawings. The Contractor shall submit to the College Project Manager within ten (10) days after every ninety (90) days from the order to proceed with the Work a detailed list of all costs incurred attempting to comply with defective Specifications or Drawings during the immediately preceding ninety (90) day period until the effect of the defects are overcome. Costs included more than ninety (90) days old in a detailed list of costs are waived and will not be paid.

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

6.1.2. Disputed Work

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

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

6.1.2.3. Upon receipt of a signed written order of the College's Project Manager under this subsection, the Contractor shall comply with the order promptly, within the

requirements of the completion schedule, whether or not the Contractor signs or accepts the change order. Failure to comply with the order in a timely manner shall constitute a breach of the Contract and grounds for termination for default or any other remedy available to the College.

6.1.3. Modification of Contract Sum

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

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

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

solely with its own forces, the Contractor is entitled to a reasonable mark up for combined overhead and profit, but not to exceed 5% of the Subcontractor's labor, materials and equipment cost.

Sample Maximum Mark-Up Calculation:

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

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

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

College is responsible or for which an extension is due to the Contractor is also subject to section 4.5.

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

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

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

- Claims less than \$ 99,999 require review and approval by the College's Vice President for Facilities & Public Safety.
- Claims between \$ 100,000 and \$ 249,999 require review and approval by the College's Vice President for Administrative and Fiscal Services.
- Claims \$ 250,000 and greater require approval by the College's Board of Trustees as an action item at a monthly business meeting. Items requiring such approval must follow Board of Trustees agenda action item submission requirements. (Normally, action items are placed on the Board meeting agenda at least one month prior to the scheduled meeting date to allow time to conduct necessary internal administrative reviews prior to the Board meeting.)

6.1.4. Minor Changes in the Work

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

ARTICLE 7 – PAYMENTS AND COMPLETION

7.1. SCHEDULE OF VALUES

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

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

7.2. PROGRESS PAYMENTS

7.2.1. Application for Payment

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

submit the Project Application and the Project Certificate for Payment, along with the Contractor's Applications and Certificates for Payment, to the Architect/Engineer. Based on the Architect/

Engineer's observations and valuations of Contractor's Applications for Payment, and the Certifications of the College's Project Manager, the Architect/Engineer will

review and certify the amounts due the Contractor and will issue a Project Certificate for Payment.

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

7.2.1.2. No later than the 25th day of each month, each Application for Payment shall be supported by the following documentation, each in a form prescribed by the College, or in the case no form is prescribed, on a form provided by the Contractor and approved by the College's Project Manager:

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

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

7.2.1.4. Provided that the Contractor has furnished acceptable payment and performance security equal to 100% of the Contract Sum, from each Application for Payment the College shall withhold as retainage no more than 5% of the amount earned. Unless otherwise agreed to by the College in writing, the retainage withheld shall be paid within 120 days after satisfactory completion of the Contract or within 120 days after resolution of a dispute or contract claim concerning the satisfactory completion of the Contract, whichever is later. The College reserves the right to withhold from payments otherwise due the Contractor any amount that the College reasonably believes necessary to protect its interest, including, but not limited to, the College concluding in its sole judgment that the Work may not be completed by the

date required by the Contract or the Work is otherwise not in conformance with the requirements of the Contract Documents. Following Substantial Completion of the Project, the College in its sole discretion, may authorize reduction of retainage withheld to an amount not less than two (2) times the College's Project Manager's estimate of the value of the Contractor's punch list items.

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

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

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

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

7.2.1.9. In addition to the College's general right to withhold payment as set forth in subsection 7.2.1.4, the College may withhold payment or, on account of subsequently discovered evidence, nullify or reduce the whole or part of any certificate or payment on account of:

- (1) failure to update schedules properly as required by subsection 3.7;
- (2) failure to furnish the documents required by subsection 7.2.1.1 and 7.2.1.2;
- (3) liquidated damages which may be assessed under the Contract Documents or other damages or compensation due the College for claims of the College against the Contractor;
- (4) the cost (measured by the contract value or fair market value whichever is greater) of completing unfinished or defective Work not remedied or deductions or amounts due the College under the Contract;

- (5) failure of the Contractor to perform any material Contract requirements;
- (6) claims filed or likely to be filed against the College for which the Contractor may be liable to the College;
- (7) failure of the Contractor to make payments properly to Subcontractors or suppliers for material or labor or amounts claimed by the Contractor's surety or insurer under any right of subrogation;
- (8) a reasonable doubt the Work can be completed for the residual balance of the Contract;
- (9) damage to another Contractor;
- (10) any claim of the College or debt owed to the College by the Contractor;
- (11) failure to maintain as-built drawings; or
- (12) the cost of completing unfinished warranty Work.

7.3. ACCEPTANCE OF THE WORK AND FINAL PAYMENT

7.3.1. Partial Acceptance

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

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

7.3.2. Substantial Completion and Final Inspection

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

7.3.2.1.1 "Substantial Completion" is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the College can occupy or utilize the Work for its intended use.

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

7.3.2.3. If it is determined that Substantial Completion has been achieved, the College's Project Manager shall fix the time within which the Contractor shall complete any remaining items of Work which will be indicated on a list (the "punch list"). If the Contractor fails to complete the remaining items so listed in the time stipulated, the College shall have the undisputed right to complete the Work at the Contractor's expense. The Contractor may be required to complete multiple punch lists until the Contract is performed in its entirety. Failure to complete punch list work in a timely manner shall constitute grounds for termination of the Contract for default. Final payment shall not be made until all Contract Work, including all punch list Work, is complete to the satisfaction of the College's Project Manager.

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

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

7.3.3. Application for Final Payment

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

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

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

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

- (1) Cleanup the Work area in accordance with the Specifications and federal, state, bi-county, county and local rules and regulations.
- (2) Provide a notarized affidavit stating that all monetary obligations to suppliers of material, services, labor and all Subcontractors have been completely fulfilled and discharged.
- (3) Complete all punch list Work and furnish to the College's Project Manager all documents, manuals and record (as-built) documents, including all BIM documents, if any.

7.4. ASSIGNMENT OF CONTRACT MONIES

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

7.5. AUDIT

7.5.1. If the Contractor has submitted any claim or request for additional payment exceeding \$50,000, or If the Contractor has submitted cost or pricing data in connection with the pricing of any modification to this Contract, the College shall have the right to

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

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

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

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

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

8.1. SAFETY PRECAUTIONS AND PROGRAMS

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

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

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

8.2. PROTECTION OF PERSONS AND PROPERTY

8.2.1. The Contractor shall take all necessary precautions to ensure the safety of the public and of workers on the job, and to prevent accidents or injury to any persons on, about, or adjacent to the premises where the Work is being performed. The Contractor shall comply with the "Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and all laws, ordinances, codes, rules and regulations relative to safety and the prevention of

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

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

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

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

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

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

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

8.2.8. The Contractor shall be solely responsible for all damage due to intrusion and for the proper protection of the Project site from damage due to fire, rain, wind or other

causes. The Contractor shall provide sufficient security personnel as it deems necessary for proper protection of the Work and project site at all times. The Contractor shall provide temporary protection to prevent unauthorized persons from obtaining access to the site during the night and at other non-working hours.

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

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

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

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

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

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

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

8.3. FIRE PROTECTION

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

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

8.3.3. Gasoline and other flammable liquids shall be stored in and dispensed from Underwriters' Laboratories listed safety containers in conformance with the National Fire

Protection Association recommendations. Storage of any flammable liquids, however, shall not be within buildings.

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

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

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

8.4. EMERGENCIES

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

8.5. ACCIDENTS

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

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

ARTICLE 9 – INSURANCE AND BONDS

9.1. INSURANCE

9.1.1. Unless otherwise indicated in the Contract Documents, the Contractor shall maintain in force at all times during the term of this Agreement, with an insurance carrier licensed to do business in the State of Maryland acceptable to the College, the following minimum insurance coverage. This insurance must be kept

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

- a) Worker's Compensation Insurance covering the Contractor's employees as required by State of Maryland law with the following minimum limits:
- | | |
|---------------------------|---------------------------|
| Bodily Injury by Accident | \$ 100,000 each accident |
| Bodily Injury by Disease | \$ 500,000 policy limit |
| Bodily Injury by Disease | \$ 100,000 each employee. |
- b) Commercial General Liability Insurance, excluding automobiles owned or hired by the Contractor, with limits as follows:
- Bodily Injury and Property Damage: \$ 10,000,000 combined single limit of bodily injury and property damage per occurrence
- c) Comprehensive Automobile Liability Insurance, providing bodily injury and property damage coverage for owned vehicles, hired vehicles and non-owned vehicles with limits as follows:
- | | |
|------------------|------------------------------|
| Bodily Injury: | \$ 1,000,000 each person |
| | \$ 2,000,000 each occurrence |
| Property Damage: | \$ 2,000,000 each occurrence |
- d) Builder's Risk Insurance, providing property damage and theft replacement coverage for goods provided and services rendered during construction. For building renovation projects, when custody of the building is turned over to the Contractor, the Builder's Risk policy must additionally include building replacement value.
- e) Insured - The College, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured and loss payee on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of Contractor's products, goods and services provided under this Agreement.

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

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

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

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

immediate termination of this Agreement.

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

9.2. PERFORMANCE, LABOR AND MATERIAL BONDS AND MAINTENANCE BOND

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

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

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

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

ARTICLE 10 – CORRECTION OF WORK

10.1. CORRECTION OF WORK

10.1.1. Correction of Work Before Final Payment

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

10.1.1.2. If the Contractor fails to correct nonconforming Work and does not proceed with correction of such Work within a reasonable period fixed by written notice from College's Project Manager, the College's Project Manager may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) calendar days after written notice, the College's Project Manager may upon ten (10) additional calendar days written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that

should have been borne by the Contractor, including compensation for the College's Project Manager's and Architect/Engineer's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the College.

10.1.2. Correction of Work after Substantial Completion of Work

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

10.2. ACCEPTANCE OF NON-CONFORMING WORK

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

ARTICLE 11 – MISCELLANEOUS PROVISIONS

11.1. LEGAL OBLIGATIONS, RELATIONS AND RESPONSIBILITIES

11.1.1. Laws to be Observed

11.1.1.1. The Contractor shall keep fully informed of all Executive Orders, Federal, State, county, bi-county, regional and local laws, ordinances, rules and regulations and all orders and decrees of bodies of tribunals having any jurisdiction or authority, which in any matter affect those engaged or employed on the Work, or which in any way effect the conduct of the Work. It shall at all times observe and comply with all such laws, rules, ordinances, regulations, orders and decrees; it shall protect and indemnify the College and its Project Managers against any such claim or liability arising from or based on the violation of any law, ordinance, regulation, order, or decree, whether by itself or its employees, Subcontractors or suppliers at any tier. Whenever the Contract Documents require the Contractor to comply with provisions of Federal, State or local laws, regulations, ordinances or codes, the Contractor must

comply whether such laws, regulations, ordinances or codes are expressly incorporated into the Contract or not.

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

11.1.1.3. This Contract shall be construed and interpreted according to the laws of the State of Maryland, without regard to principles of conflicts of law.

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

11.1.2. Regulations

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

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

11.2. INDEPENDENT CONTRACTOR

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

11.3. EQUAL OPPORTUNITY

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

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

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

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

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

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

11.3.7. Subcontractors shall not be approved by the College without first agreeing to the above terms and conditions, and the Contractor shall include the provisions of subsections (1) through (7) of this section in every subcontract or purchase order unless exempted by

rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions shall be binding upon each Subcontractor or vendor. The Contractor shall take such action with respect to any Subcontractor or purchase order as the College may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the College, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

11.5. ASSURANCE OF NONCONVICTION OF BRIBERY

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

11.6. CONFLICT OF INTEREST

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

11.7. ASSIGNMENT AND SUBCONTRACTING

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

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

11.8. CONTINGENT FEES

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

11.9. MARYLAND PUBLIC INFORMATION ACT

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

11.10. TESTING AND INSPECTION

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

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

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

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

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

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

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

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

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

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

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

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

11.12 REGISTRATION FOR CORPORATIONS NOT INCORPORATED IN THE STATE OF MARYLAND

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

ARTICLE 12 – TERMINATION OF THE CONTRACT

12.1. TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

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

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

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

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

12.1.4. When the College terminates the Contract for one of the reasons stated herein, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the cost to finish the Work,

such excess shall be applied to the Contractor's unreimbursed costs, if any, accrued from the last payment prior to termination to time of termination. This amount shall become due to the Contractor. Any unreimbursed costs exceeding the difference of unpaid balance of the Contract Sum and the cost to finish the Work shall be lost to the Contractor. If the cost to finish the Work exceeds the Contract Sum, the Contractor shall pay the difference to the College. The amount to be paid to the Contractor or College, as the case may be, shall survive termination of the Contract.

12.2. TERMINATION FOR CONVENIENCE

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

12.2.2. Upon receipt of written notice from the College of such termination for the College's convenience, the Contractor shall (1) cease operations as directed by the College in the notice; (2) take actions necessary, or that the College may direct, for the protection and preservation of the Work; and (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

END OF GENERAL CONDITIONS

SECTION 007300 SUPPLEMENTARY CONDITIONS OF THE CONTRACT**PART 1 - COMPLEX STRUCTURES**

- 1.1. Section 007200, General Conditions of the Contract, Paragraph 3.1.2. Montgomery County Complex Structures process does not apply to this project.

PART 2 – PROJECT PROCEDURES

- 2.1 The Contractor shall coordinate with the College regarding site access.
- 2.2 The Contractor shall submit a COVID-19 safety plan laying out procedures and protocols for keeping employees and College personnel safe.
- 2.3 The Contractor shall share site access and project site with other contractors performing work concurrently.
- 2.4 The Contractor shall accommodate mid-terms and final exams in the schedule and refrain from any noisy or disruptive work during this time. The College shall determine time frame for mid-term and final examinations.

END OF SUPPLEMENTARY CONDITIONS

TECHNICAL SPECIFICATION SECTIONS & DRAWINGS

SECTION 08 11 16
Wide Stile Monumental Door & FRP Door

Where storefront doors are indicated to be replaced, provide Special-Lite SL-15 with mid-Panel. Color and finishes shall match existing opening.

Where hollow metal doors are indicated to be replaced, provide Special-Lite SL-17. Color of the face sheet shall be selected from manufacture's standard color chart during submittal process.

END OF SECTION

MONUMENTAL DOORS

Durability and design versatility in a full-vision door

Special-Lite® Monumental Doors allow you to create the open and inviting full-vision entrance you want while providing the functionality, security, and long service life you require.

You don't have to sacrifice design flexibility by committing to a heavy 2" stile and rail door. Our 1 3/4" thick doors are engineered and built for performance.

We've engineered our monumental doors to stand up to the rigors of high-traffic and abusive entrances while avoiding unnecessary weight that would compromise the longevity of the entrance and hardware. Our exclusive design provides durability and long life that you won't get from other stile and rail doors.

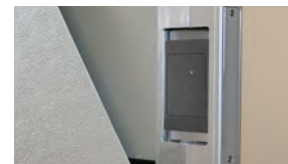
Exclusive Mid-Panel

Inspired by our rugged foamed-in-place Hybrid doors like the SL-17, the SL-484 Mid-Panel is a Special-Lite exclusive that protects the center portion of the door in locations prone to heavy traffic. Our mid-panel features an aluminum frame, foamed-in-place core, and two galvanized steel tie rods at top and bottom which add considerable strength and durability.

Our mid-panel can be prepped for the installation of low-profile proximity card readers inside the mid-panel. Internal mounting keeps the reader out of sight, out of the weather, and out of the reach of vandals. For additional security, choose one of our recessed pulls which are constructed as a part of the mid-panel. There are no projections above the door surface, which improves entrance safety. There's also nothing to wrap a chain around, for added entrance security.



OPTIONS FOR:



Proximity Card Reader

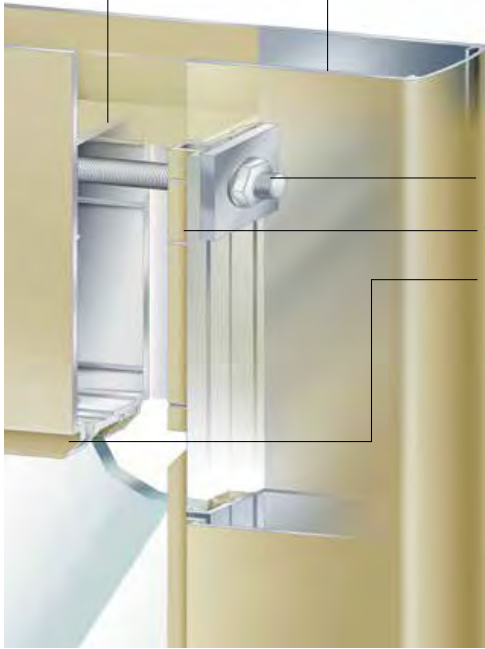


Mid-Rail

Our Mid-Rail is a one-piece extrusion with integral exterior glass stops that is secured to the vertical stiles with mortise and tenon joints and a full-width tie rod, further strengthening the door for even greater durability. A mid-rail also separates the glass area into two sections for less cost, and can conceal touch bar exit devices from exterior view. We offer 2 1/2", 4", 6 1/2" and 8" wide mid-rails, which can be positioned horizontally or vertically and specified in contrasting finishes to create just the look you want to enhance your overall design theme.

One-piece aluminum alloy stiles and rails in 1 ¼" standard thickness

Minimum ⅛" wall thickness



Full-width galvanized ⅜" steel tie rods
True mortise and tenon joinery
Extruded integral exterior glass stops

Construction that Sets Our Doors Apart

- True mortise and tenon joinery provides exceptional strength and transfers the weight of the glass and door directly to the hinge stile.
- Full-width top and bottom tie rods secured with hex nuts are superior to inflexible welds, can include up to 5 tie rods per door depending on configuration.
- Integral exterior glass stops in stiles and rails provide added security and strength over snap-in stops. Glazing can be specified in ¼" or 1" thickness.
- Stiles and rails are rugged one-piece 6063-T6 aluminum alloy extrusions with a minimum ⅛" wall thickness to resist denting and provide secure attachment for hardware.
- Choose from our standard selection of Class 1 anodized aluminum finishes or 20 Kynar® paint colors. Custom paint colors and Wood Expressions Decorative Finishes are also available for the warm look of wood without the maintenance.
- We stand by our Monumental Doors with a limited lifetime warranty on corner construction.

Design Options that Set Your Building Apart

Whether you are looking to retrofit a historic building, brand the entrance of a restaurant, or instill a sense of school pride, Special-Lite offers nearly infinite custom options to outfit your entrances. Pictured are just a few of the options you have with Special-Lite Monumental Doors. Contact Special-Lite or your local representative to learn more!



Oversized



Custom Colors



Custom Panels and Muntins



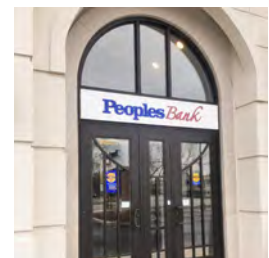
Wood Expressions



Cut-Out Midpanel



Engraved Midpanel



Curved Framing and Muntins

Ratings & Testing

The SL-15 Wide Stile Monumental Door has been tested for hurricane and windstorm resistance, blast resistance, intrusion resistance, thermal performance and more. The SL-15 is also available with a Smoke and Draft Control "S-Label" rating. If this option is selected, these openings will come from the factory with all the necessary Category H Smoke and Draft control gaskets to be applied in the field. Please consult the website or your local representative for more information on test results and rated configurations.

FRP/ALUMINUM HYBRID DOOR

The world's first FRP/aluminum flush door: Special-Lite® SL-17

Special-Lite SL-17 pebble grain doors were first designed to offer a solution to the school market by offering a door that would have a long, maintenance-free life and dent/graffiti resistance for tough applications. It didn't take long for the SL-17 to be synonymous with School Door. Over the next 30+ years, with advancements in materials and technology, this door moved from schools to many other high abuse and heavy traffic locations.

Features

- Manufactured with stiles and rails of extruded 6063-T6 aluminum alloy
- All anodized finishes are Class I (.7 mil)
- Stiles and rails are joined with mitered corners and angle blocks secured by 3/8" diameter full-width galvanized steel tie rods
- Standard reinforcements provide secure attachment for common hardware
- Face sheets are rabbeted and secured on all four sides by full-length integral reglets on the stiles and rails to form a truly flush door
- SpecLite3® face sheets are .120" thick and provide scratch, scuff and fade resistance
- Face sheets are through-colored so scratches and wear are not obvious and repainting is never needed
- Poured-in-place, closed-cell polyurethane core
- Thermal performance when installed in thermally broken frame (no vision lite): U-value = 0.31, R-value = 3.23

Options

- Unique configurations available such as arched doors, odd sizes, unequal pairs, monorail cut-outs, dutch doors, bi-fold doors, and custom lites
- Match any color with a painted pebble grain sheet
- Doors can be supplied with hardware installed, reinforced only, or prepped for field installation of hardware
- Optional reinforcements for specific hardware



OPTIONS FOR:



Bid as one of Special-Lite's standard FRP colors.

At the Core of our Door's Strength is our Door's Core

The poured-in-place polyurethane core of our SL-17 is not just a filler—it's a functional component that contributes significantly to the durability of Special-Lite Doors. After the door has been completely assembled, the core material is injected using our proprietary foam injection technology, ensuring a complete fill with a minimum five pounds per cubic foot density.

This strong, lightweight, structural urethane foam bonds firmly to the stiles, rails, reinforcements and face sheets to transform the door into a solid, completely sealed unit with incredible impact resistance and flexural strength. Our urethane foam won't absorb or be damaged by water.

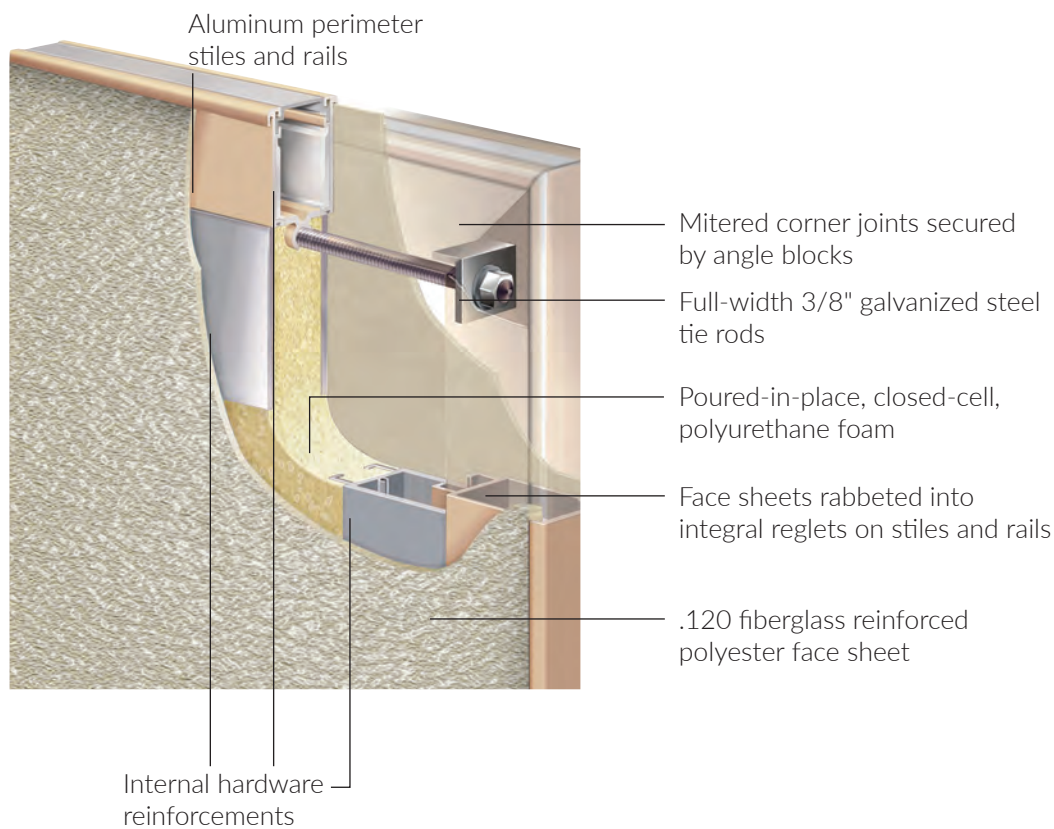
Building Applications

For problem entrances or challenging environments, you can't beat the super tough SL-17. It is the proven choice for K-12 schools, public buildings, sports complexes, water and wastewater treatment facilities, and other applications that quickly damage or destroy lesser doors.

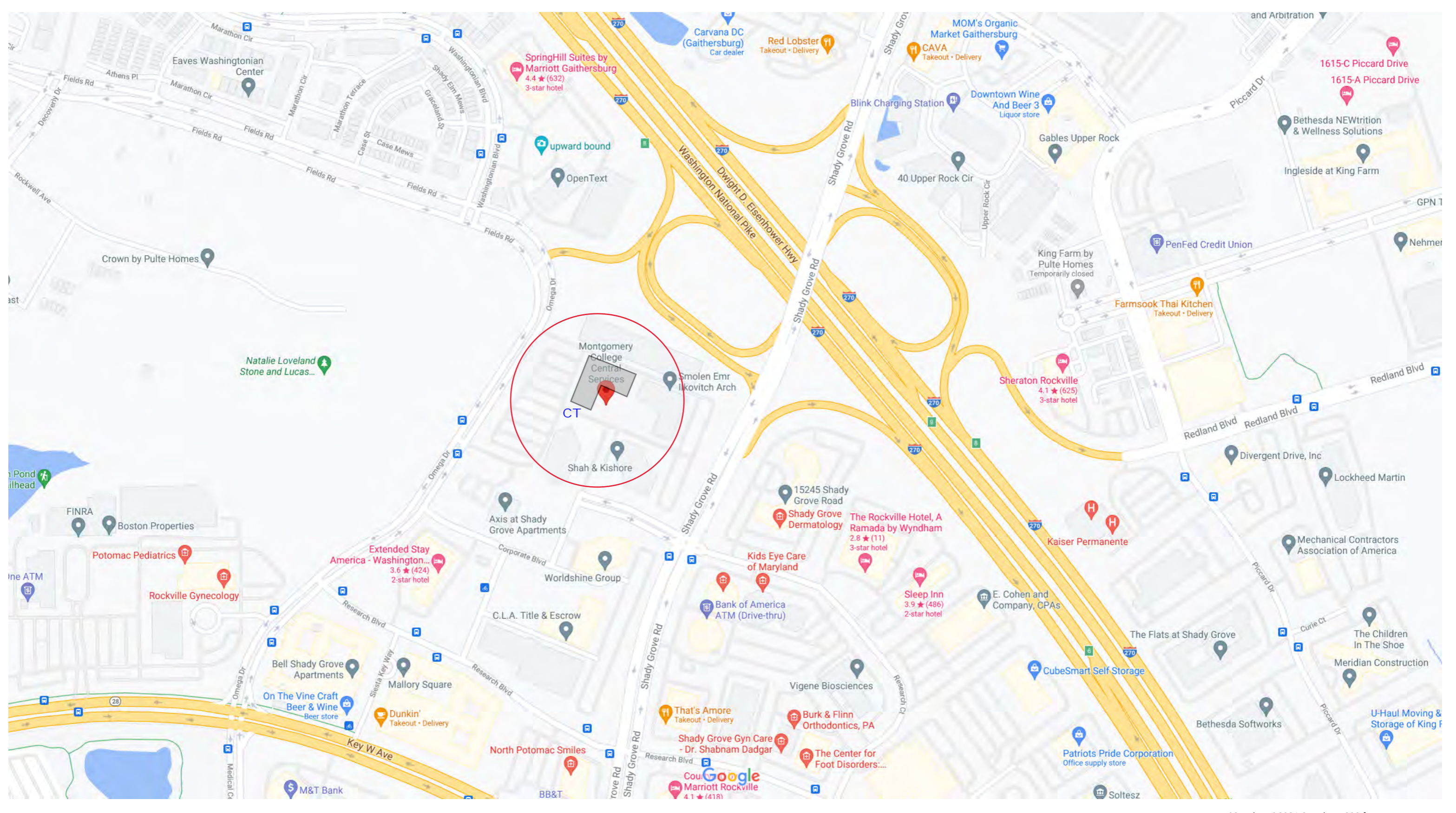
Warranty

We stand behind our products with a 10-year, 100% parts and labor warranty. Plus, an additional limited lifetime warranty. Ask your sales representative for a copy of our warranty statement, and compare it to what other supplier warranties actually cover after all of their exclusions and limitations. *You'll see that when you specify Special-Lite, you're really covered.*

SL-17 Door Construction



CT HARDWARE SET & PRODUCT DATA



Montgomery College
Central Services
CT

SpringHill Suites by Marriott Gaithersburg
4.4 ★ (632)
3-star hotel

Sheraton Rockville
4.1 ★ (625)
3-star hotel

The Rockville Hotel, A Ramada by Wyndham
2.8 ★ (11)
3-star hotel

Extended Stay America - Washington...
3.6 ★ (424)
2-star hotel

Potomac Pediatrics

Rockville Gynecology

On The Vine Craft Beer & Wine
Beer store

Dunkin' Takeout • Delivery

Google
Marriott Rockville
4.1 ★ (418)

That's Amore
Takeout • Delivery

Shady Grove Gyn Care - Dr. Shabnam Dadgar

Burk & Flinn Orthodontics, PA

The Center for Foot Disorders...

North Potomac Smiles

BB&T

M&T Bank

FINRA

Boston Properties

ATM

Bell Shady Grove Apartments

Mallory Square

C.L.A. Title & Escrow

Worldshine Group

Axis at Shady Grove Apartments

Shah & Kishore

Smolen Emr Izkovitch Arch

Crown by Pulte Homes

Natalie Loveland Stone and Lucas...

Blink Charging Station

Downtown Wine And Beer 3
Liquor store

Gables Upper Rock

40 Upper Rock Cir

King Farm by Pulte Homes
Temporarily closed

Farmsook Thai Kitchen
Takeout • Delivery

PenFed Credit Union

Bethesda NEWrition & Wellness Solutions

Ingleside at King Farm

1615-C Piccard Drive
1615-A Piccard Drive

U-Haul Moving & Storage of King f

Meridian Construction

The Children In The Shoe

Mechanical Contractors Association of America

Lockheed Martin

Divergent Drive, Inc

Kaiser Permanente

E. Cohen and Company, CPAs

Sleep Inn
3.9 ★ (486)
2-star hotel

Kids Eye Care of Maryland

Bank of America ATM (Drive-thru)

15245 Shady Grove Road

Shady Grove Dermatology

The Flats at Shady Grove

Bethesda Softworks

Patriots Pride Corporation
Office supply store

CubeSmart Self Storage

Vigene Biosciences

BB&T

HARDWARE FINISHES

- A. All exposed hardware shall be polished chrome plated, ANSI/BHMA 625/US26.
 - a. Items of hardware not available chrome plated shall be furnished in polished stainless steel, ANSI/BHMA 629/US32.

HARDWARE SET SCHEDULE

Door #1 – Exterior Door Far Left

- 2 sets Floor closer-center pivots BTS80 G NHO SC-1 x HD8062 dormakaba
- 2 sets Push-pull panic bars – salvage/repair and reuse existing
- 2 Magnetic locks with integral door position switches – salvage and reuse existing
- 1 PIR motion sensor – salvage and reuse existing
- 1 Exit button – salvage and reuse existing
- 2 Thresholds – salvage and reuse existing
- 2 Floor stops 446 (locate close to jambs to avoid tripping hazard) Rockwood

Field-verify existing opening conditions prior to ordering any new material
Reinstall thresholds with new expansion anchors and set in full bed of mastic
Function: Panic bars must be dogged-down. No entry; motion sensor shunts door position switches (integral to magnetic locks) and releases magnetic locks. Door position status monitored through Access Control System.

Door #2 – Exterior Door Far Right

- 1set Floor closer-center pivots BTS80 G NHO SC-1 x HD8062 (RHR leaf) dormakaba
- 1set Center pivots CPA440 x HD8062 (LHR leaf) dormakaba
- 2 sets Push-pull panic bars – salvage/repair and reuse existing
- 1 Overhead power operator and actuators – salvage and reuse existing
- 2 Magnetic locks with integral door position switches – salvage and reuse existing
- 1 PIR motion sensor – salvage and reuse existing
- 1 Exit button – salvage and reuse existing
- 1 Card reader – salvage and reuse existing
- 2 Thresholds – salvage and reuse existing
- 2 Floor stops 446 (locate close to jambs to avoid tripping hazard) Rockwood

Field-verify existing opening conditions prior to ordering any new material
Remove floor closer from LHR leaf and infill floor cutout
Reinstall thresholds with new expansion anchors and set in full bed of mastic
Function: Panic bars must be dogged-down. Card reader shunts door position switches (integral to magnetic locks), releases magnetic locks and enables pull-side actuator; pressing actuator auto-opens LHR leaf. Motion sensor shunts door position switches (integral to magnetic locks) and releases magnetic locks; exit button releases magnetic locks. Pressing push-side actuator auto-opens RH leaf. Pull-side actuator should not function without proper signal from Access Control System. Door position status monitored through Access Control System.

Door #3 – Interior Door Far Left

- 2 sets Floor closer-center pivots BTS75V/A BF NHO x HD8062 dormakaba
- 2 sets Push-pull panic bars – salvage/repair and reuse existing
- 2 Magnetic locks with integral door position switches – salvage and reuse existing
- 1 PIR motion sensor – salvage and reuse existing
- 1 Exit button – salvage and reuse existing

- 2 Floor stops 446 (locate close to jambs to avoid tripping hazard) Rockwood
Field-verify existing opening conditions prior to ordering any new material
Function: Panic bars must be dogged-down. No entry; motion sensor shunts door position switches (integral to magnetic locks) and releases magnetic locks. Door position status monitored through Access Control System.

Door #4 – Interior Door Far Right

- 1set Floor closer-center pivots BTS75V/A BF NHO x HD8062 (RHR leaf) dormakaba
1set Center pivots CPA440 x HD8062 (LHR leaf) dormakaba
2 sets Push-pull panic bars – salvage/repair and reuse existing
1 Overhead power operator and actuators – salvage and reuse existing
2 Magnetic locks with integral door position switches – salvage and reuse existing
1 PIR motion sensor – salvage and reuse existing
1 Exit button – salvage and reuse existing
1 Card reader – salvage and reuse existing

- 2 Floor stops 446 (locate close to jambs to avoid tripping hazard) Rockwood
Field-verify existing opening conditions prior to ordering any new material
Remove floor closer from LHR leaf and infill floor cutout

Function: Panic bars must be dogged-down. Card reader shunts door position switches (integral to magnetic locks), releases magnetic locks and enables pull-side actuator; pressing actuator auto-opens LHR leaf. Motion sensor shunts door position switches (integral to magnetic locks) and releases magnetic locks; exit button releases magnetic locks. Pressing push-side actuator auto-opens RH leaf. Pull-side actuator should not function without proper signal from Access Control System. Door position status monitored through Access Control System.



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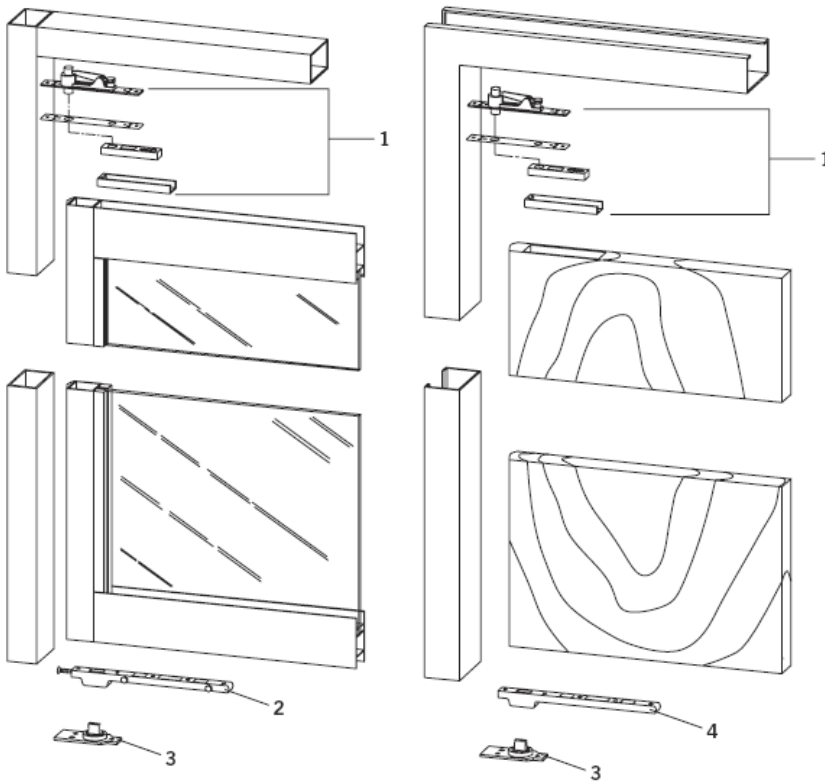
MONTGOMERY COLLEGE CT BUILDING MAIN ENTRANCE DOOR & HARDWARE REHABILITATION

DOOR HARDWARE PRODUCT DATA

Prepared: May, 2021

Pivot Sets

CENTER HUNG—SINGLE OR DOUBLE ACTING



CPA440 Pivot Set

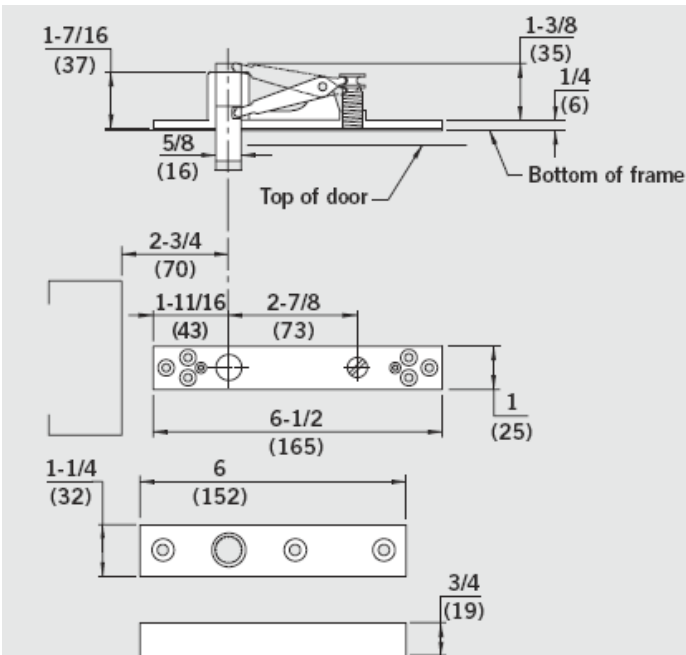
For aluminum doors up to 4'-0" wide and weighing up to 440 lb

1	8062	Top Pivot
2	7422	Bottom Arm
3	7471K	Floor Bearing

CP440 Pivot Set

For wood or hollow metal doors up to 4'-0" wide and weighing up to 440lb

1	8062	Top Pivot
4	7421	Bottom Arm
3	7471K	Floor Bearing



Top Pivot

HD8062 — Heavy-duty walking beam top pivot with frame portion and cover plate. Door portion consists of a needle bearing pressed into a 3/4" thick aluminum block. Adjustable to obtain a 1/8"–3/8" clearance between the door and frame. Required when using overhead stops/holders.

BTS75V SERIES FLOOR-CONCEALED CLOSER



Dependable and versatile floor-concealed closers for almost any installation.

The BTS75V Closer's compact body permits its use where a larger closer would be prohibitive. Versatility allows installation in thin slab concrete subfloor construction. A wide selection of interchangeable spindles makes the BTS75V suitable for virtually any floor covering or threshold application. Adjustable spring power from size 1-4 allows the necessary adjustment required for both barrier-free and non-barrier-free openings, giving ultimate installation flexibility. Trouble-free performance under adverse climatic and traffic conditions makes the BTS75V floor-concealed closer dependable and a perfect choice for even the most rigorous applications. For total control and uncompromising creativity for any door opening, specify a BTS75V floor-concealed closer.

Technical Details

BTS75V

- Adjustable spring size 1-4.
- Can be installed and adjusted to meet 8.5 lb maximum opening force requirements for exterior doors.
- Compact closer body and cement case 2" deep suited for thin slab concrete construction.
- Closer body is non-handed.
- Accommodates doors weighing up to 260 lb and measuring up to 3'-6" wide interior and 3'-0" exterior.
- Mechanical backcheck at approximately 70°.
- Dual thermostatic control valves combined with special hydraulic fluid provide controlled closing from 175°.
- Optional single point hold open units available for 90° or 105°.
- A secondary regulation system protects closer from damage caused by forced closing.
- Closer adjustment in cement case provides 3/8" lateral, 1/4" longitudinal, and 5/32" height adjustment.

- Optional sealing compound SC2 prevents water or cleaning solvent from entering the cement case.
- Optional accessory bracket available to convert a BTS75 cement case to accept a BTS75V.

BTS75V NHO / BTS75V BF NHO

- Non-hold open unit is U.L. listed for use with fire rated doors when door swing is limited to 175° with an auxiliary stop.

BTS75V BF

- Opening force 5 lb or less on interior doors/8.5 lb or less on exterior doors where door without closer attached is 1 lb opening force or less.
- Mechanical backcheck eliminated to meet the barrier-free opening force requirement through 90° of opening.
- Selectable delayed action between 175° and 70°.
- All other details are the same as the BTS75V.

Certification

- The DORMA BTS75V and BTS75V BF non-hold open versions are listed by UL and CUL under their continuing reinspection programs.
- The DORMA BTS75V Series is certified to the requirements of ANSI/BHMA A156.4 for grade 1 closers.
- The BTS75V BF meets the opening force requirements of ANSI/BHMA A117.1 for barrier-free interior and exterior doors.



Specifications

All floor-concealed door closers shall be DORMA BTS75V Series employing a cam and roller mechanism. The closers shall be capable of controlling doors weighing up to 260 lb and measuring up to 3'-6" for interior doors and 3'-0" wide for exterior doors. The closers will have mechanical backcheck at approximately 70°. Dual valve adjustment will provide controlled closing speed from 175°-15° (sweep range) and 15°-0° (latch range), even in cold temperature conditions. The closer mechanism will provide adjustment within the cement case to allow 3/8" lateral, 1/4" longitudinal, and 5/32" vertical height adjustment. Field interchangeable spindles will be

available to provide bottom door clearances ranging from 5/16" to 2-5/16".

Optional Specifications

Floor-concealed door closers for all interior and exterior barrier-free openings shall be DORMA BTS75V BF. The closers shall be capable of maintaining a maximum opening force of 5 lb through 90° of door swing on barrier free interior doors and 8.5 lb on exterior barrier-free doors 3'-0" wide. The closers will have selectable delayed action standard without backcheck. The closers should be used with sealing compound SC2 to prevent water or cleaning solvent from entering the cement case.

Finishes

Optional Plated Finishes

- Brass: 605 (Bright) or 606 (Satin)
- Bronze: 611 (Bright), 612 (Satin), or 613 (Oxidized Satin Oil Rubbed)
- Nickel: 618 (Bright) or 619 (Satin)
- Chrome: 625 (Bright) or 626 (Satin)

Standard Sprayed Finishes

- Aluminum: 689
- Bronze: 691 (Dull), 690 (Statuary), or 695 (Dark Duranodic)
- Gold: 696
- Black: 693

Optional DORMA Custom Color or Designer Color Finishes

Contact Customer Service.

REDUCED OPENING FORCE

INSTALLATIONS CAUTION

Manual door closers, including closers certified to conform to ANSI/BHMA Standard A156.4, when installed and adjusted to conform to ADA or other reduced opening force requirements, may not provide sufficient power to reliably close and latch a door.

Refer to catalog for information on Low Energy Operators to meet reduced opening force requirements without affecting closing power.

Warranty

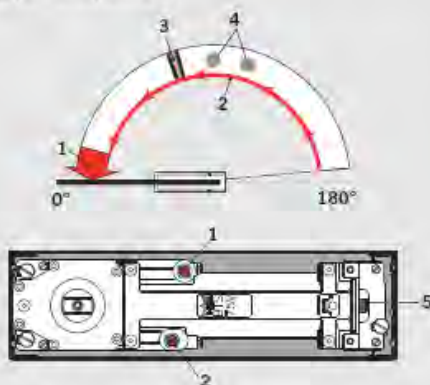
For details, refer to **DORMA Limited Warranty** on our website at go.dorma.com/terms.

Features	BTS75V	BTS75V BF
Adjustable spring sizes	1-4	1-4
Non-handed unit suitable for both single and double-acting doors	•	•
Controlled closing with two independent valves	175°-15°/15°-0°	175°-70°/70°-0°
Mechanical backcheck	•	-
Delayed action	-	•
Single point hold open available at 90°	○	○
Single point hold open available at 105°	○	-

• yes - no ○ option

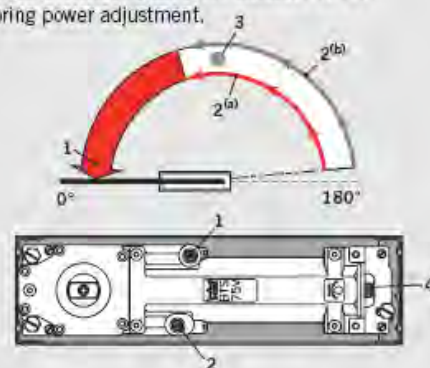
BTS75V

- 1 Valve adjustment 15°-0°.
- 2 Valve adjustment 175°-15°.
- 3 Mechanical backcheck at approximately 70°.
- 4 Single point hold open units available at 90° or 105°.
- 5 Spring power adjustment.



BTS75V BF

- 1 Valve adjustment 70°-0°.
- 2 (a) Valve adjustment 175°-70°.
- 2 (b) Selectable delayed action from 175°-75°.
- 3 Single point hold open units available at 90°.
- 4 Spring power adjustment.



NOTE: If door hardware or adjacent structures interfere with maximum opening, an auxiliary stop is required.



Spindle	
1-1/2" Pre-Loaded Spindle	80030
1-5/16" Pre-Loaded Spindle	80025
1-1/8" Pre-Loaded Spindle	80020
7/8" Pre-Loaded Spindle	80015
3/4" Pre-Loaded Spindle	80010
1/2" Pre-Loaded Spindle	80005
5/16" Pre-Loaded Spindle	80003
2-5/16" Spindle	74050
2-1/16" Spindle	74045
1-7/8" Spindle	74040
1-11/16" Spindle	74035
1-1/2" Spindle	74030
1-5/16" Spindle	74025
1-1/8" Spindle	74020
7/8" Spindle	74015
13/16" Spindle	74012
3/4" Spindle	74010
5/8" Spindle	74007
1/2" Spindle	74005
5/16" Spindle	74003

Hold Open	
150° Hold Open (BF Not Available)	105
90° Hold Open	90
Non-Hold Open	NHO

Optional Accessories
(multiple options can be ordered)

E80624	Through Wire CH Top Pivot (4 wire)
E80622	Through Wire CH Top Pivot (2 wire)
HD8062	Heavy Duty CH Top Pivot
75200	Through Wire Intermediate Pivot for 3/4" Offset
15233	3 h Intermediate Pivot for 1-1/2" Offset
15222	20 min Intermediate Pivot for 1-1/2" Offset
15220	3 h Intermediate Pivot for 3/4" Offset
75233	20 min Intermediate Pivot for 3/4" Offset
75222	3 h Intermediate Pivot for 3/4" Offset
75220	Intermediate Pivot for 3/4" Offset
SC2	Sealing Compound
TP75 CH	Terrazo Pan CH and 1-1/2" Offset
TP75	Terrazo Pan for 3/4" Offset

Deducts	
LBX	Less Cement Box
LFP	Less Floor Plate
LTP	Less Top Pivot

Series	BTS75V	D	NHO	74010	RH	AMS	626
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CH Double Acting, Aluminum Door and Frame	A
CH Double Acting, Wood or Steel Door and Frame	B
1-1/2" Offset, Handed	C-E
1-1/2" Offset, 20 min Rated Handed	C-F
1-1/2" Offset, 3 h Rated Handed	D
	E
	F
	G
	H
	I
	IF
	P
	PF

Package	Spring Size	Hand
Std.	No Need to Specify Size 1-4, No Delay	LH
BF	Size 1-4, No Backcheck	RH
D	3/4" Offset, Handed	
E	3/4" Offset, 20 min Rated Handed	
F	3/4" Offset, 3 h Rated Handed	
G	CH Single Acting, Aluminum Door and Frame	
H	CH Single Acting, Wood or Steel Door and Frame	
I	Independent Hung, Non-Handed	
IF	Independent Hung, Up to 3 h Rated, Non-Handed	
P	Independent Hung On Pocket Pivots, Non-Handed	
PF	Independent Hung On Pocket Pivots, Up to 3 h Rated, Non-Handed	

Fastener Packs	Painted		
AMS	All Metal Screws	600	Primed
W2	All Wood Screws	689	Aluminum
W1	1/2 Wood Screws	690	Statuary Bronze
AMSAWS	All Metal Screws All Wood Screws	691	Dull Bronze
		693	Black
		695	Dark Duranodic Bronze
		696	Gold
		PNT	Special Sprayed Finish (must specify)
	Bright Brass	605	
	Satin Brass	606	
	Bright Bronze	611	
	Satin Bronze	612	
	Oxidized Satin Oil Rubbed	613	
	Bright Nickel	618	
	Satin Nickel	619	
	Bright Chrome	625	
	Satin Chrome	626	

NOTE: All combinations of features and options are not available for all models.

BTS80 SERIES FLOOR-CONCEALED DOOR CLOSER



The BTS80 Series of floor-concealed door closers offers adaptability to almost any installation.

The closer's compact body permits its use where a larger closer would be prohibitive. Versatility allows installation in thin slab concrete subfloor construction. A wide selection of

interchangeable spindles makes the BTS80 suitable for virtually any floor covering or threshold application. Because the BTS80 can control exceptionally heavy single- and double-acting doors, you can incorporate the floor closer into almost any design to meet most materials, size, and weight requirements.

Trouble-free performance under adverse climatic and traffic conditions makes the BTS80 floor-concealed closer dependable and a perfect choice for even the most rigorous applications. For total control and uncompromising creativity for any door opening, specify a BTS80 floor-concealed closer.

Features	BTS80	BTS80	BTS80 F
ANSI Spring Size	3	4, 6	5
Non-handed unit suitable for both single-and double-acting doors	•	•	–
Controlled closing with two adjustable valves	175°–70° 70°–0°	175°–70° 70°–0°	180°–70° 7°–0°
Mechanical backcheck	–	•	•
Delayed Action	•	•	–
Multipoint hold open between 75° and 175°	•	•	–

• yes – no

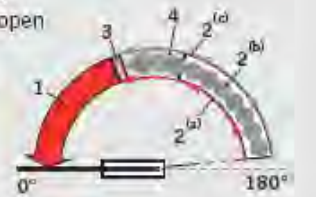
BTS80 Series

- Compact closer body and cement case 2-3/8" deep suited for thin slab concrete construction.
- Accommodates doors weighing up to 660 lb and 4'-6" wide interior and 4'-0" exterior.
- Closer adjustment in cement case provides lateral and longitudinal adjustment of 1/4" and height adjustment of 5/32".
- A pressure relief valve protects closer from damage caused by forced closing.
- Optional sealing compound SC2 prevents water or cleaning solvent from entering the cement case.
- **If door hardware or adjacent structures interfere with maximum opening, an auxiliary stop should be installed.**

BTS80


- Closer body is non-handed.
- Mechanical backcheck at approximately 70° (excluding size 3, where backcheck is removed to meet barrier-free through 90° of opening for easier passage).
- Selectable delayed action between 175° and 75°. Extends the closing cycle to allow unobstructed passage.
- Delayed action is functional when hold open is not engaged.
- Dual thermostatic control valves combined with special hydraulic fluid provide controlled closing from 175°.
- Selectable multipoint hold open between approximately 75° and 175°.
- Adjustment for start of hold open range or when delayed action releases. Adjustable between 75° and 105°.

- 1 Valve adjustment 70°-0°.
- 2 (a) Valve adjustment 175°-70°. (b) Selectable multipoint hold open between 75° and 175°. (c) Selectable delayed action from 175° to 75°.
- 3 Mechanical backcheck at approximately 70° (except size 3).
- 4 Start of hold open/end of delayed action range adjustment. Adjustable between 75° and 105°.

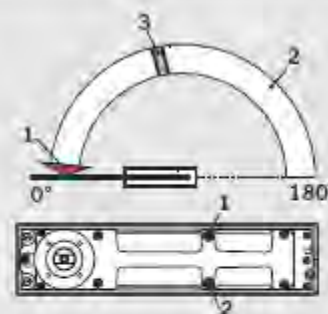


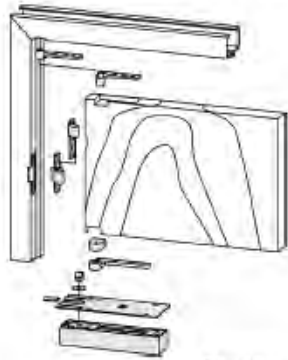
NOTE: Clockwise turns create a longer delay time with a slower closing speed. Turning valve completely clockwise creates hold open and eliminates delayed action.

BTS80 F

- U.L. listed for  use with fire doors.
- Closer body is handed.
- Non-hold open only.
- Mechanical backcheck at approximately 70°.
- Dual thermostatic control valves combined with special hydraulic fluid provide controlled closing from 180°.
- Recommended for applications using a wall magnet to hold a door open at 180°.

- 1 Valve adjustment 7°-0°.
- 2 Valve adjustment 180°-0°.
- 3 Mechanical backcheck at approximately 70°.





Series
BTS80

Spindle

1-1/2" Pre-Loaded Spindle	80030
1-5/16" Pre-Loaded Spindle	80025
1-1/8" Pre-Loaded Spindle	80020
7/8" Pre-Loaded Spindle	80015
3/4" Pre-Loaded Spindle	80010
1/2" Pre-Loaded Spindle	80005
5/16" Pre-Loaded Spindle	80003
2-5/16" Spindle	74050
2-1/16" Spindle	74045
1-7/8" Spindle	74040
1-11/16" Spindle	74035
1-1/2" Spindle	74030
1-5/16" Spindle	74025
1-1/8" Spindle	74020
7/8" Spindle	74015
13/16" Spindle	74012
3/4" Spindle	74010
5/8" Spindle	74007
1/2" Spindle	74005
5/16" Spindle	74003

Hand
Specify for Left Handed Units
LH
Specify for Right Handed Units
RH

Optional Accessories

E80624	Through Wire CH Top Pivot (4 wire)
E80622	Through Wire CH Top Pivot (2 wire)
HD8062	Heavy Duty CH Top Pivot
75200	Through Wire Intermediate Pivot for 3/4" Offset
15233	3 h Intermediate Pivot for 1-1/2" Offset
15222	20 min Intermediate Pivot for 1-1/2" Offset
15220	Through Wire Intermediate Pivot for 1-1/2" Offset
75243	3 h Intermediate Pivot for Lead Lined 3/4" Offset (see note*)
75242	20 min Intermediate Pivot for Lead Lined 3/4" Offset (see note*)
75240	Intermediate Pivot for Lead Lined 3/4" Offset (see note*)
75233	3 h Intermediate Pivot for 3/4" Offset
75222	20 min Intermediate Pivot for 3/4" Offset
75220	Intermediate Pivot for 3/4" Offset

Deducts

LBX	Less Cement Box
LFP	Less Floor Plate
LTP	Less Top Pivot

BTS80	D	74010	RH	AMS	626
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Package

A	CH Double Acting, Aluminum Door and Frame
B	CH Double Acting, Wood or Steel Door and Frame
C	CH Double Acting, Wood or Steel Door and Frame
C-E	1-1/2" Offset, Handed
C-F	1-1/2" Offset, 20 min Rated Handed
D	1-1/2" Offset, 3 h Rated Handed
E	1-1/2" Offset, 3 h Rated Handed
F	CH Single Acting, Aluminum Door and Frame
G	CH Single Acting, Wood or Steel Door and Frame
H	CH Single Acting, Wood or Steel Door and Frame
I	Independent Hung, Non-Handed
IF	Independent Hung, Up to 3 h Rated, Non-Handed
L	3/4" Offset Lead Lined, Handed*
L-E	3/4" Offset Lead Lined, 20 min Rated Handed*
L-F	3/4" Offset Lead Lined, 3 h Rated Handed*
P	Independent Hung On Pocket Pivots, Non-Handed
PF	Independent Hung On Pocket Pivots, Up to 3 h Rated, Non-Handed

Spring Size

3	Size 3, Light Opening Force, No Backcheck
4	Size 4, No Need to Specify
5	Size 5, for use w/Fire Pkgs, No Delay, No Hold Open
6	Size 6, Strong

Fastener Packs

AMS	All Metal Screws
W2	All Wood Screws
W1	1/2" Wood Screws
AMSAWS	All Metal Screws All Wood Screws

Painted

600	Primed
689	Aluminum
690	Statuary Bronze
691	Dull Bronze
693	Black
695	Dark Duranodic Bronze
696	Gold
PNT	Special Sprayed Finish (must specify)
605	Bright Brass
606	Satin Brass
611	Bright Bronze
612	Satin Bronze
613	Oxidized Satin Oil Rubbed
618	Bright Nickel
619	Satin Nickel
625	Bright Chrome
626	Satin Chrome

Plated

* "L" Package Door Thickness Note:
The standard door thickness is 1-3/4", and is the default unless otherwise specified.

Other alternative sizes are

-2
-2-1/4
-2-1/2
-3

Examples: L-E-2-1/2....75242-2-1/2

Example above 20 min, lead lined package for 2-1/2" thick door.

446 FLOOR STOP



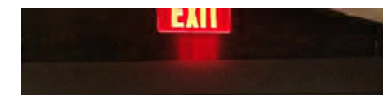
Material: Brass with Rubber Bumper

Features: Modern style universal stop

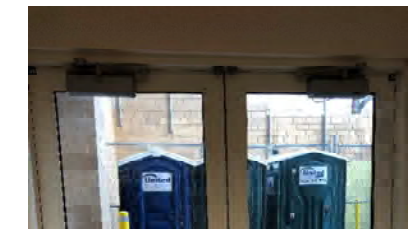
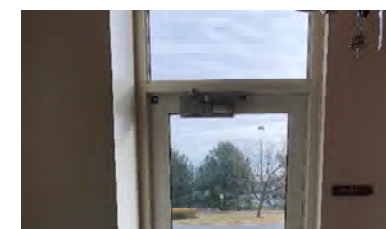
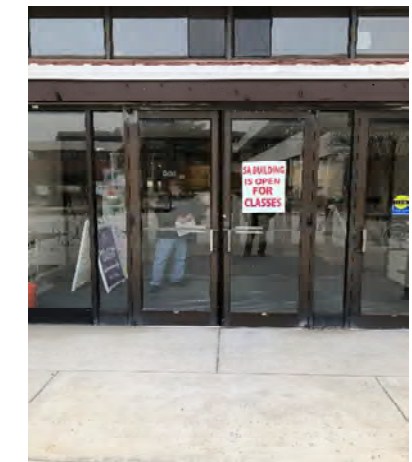
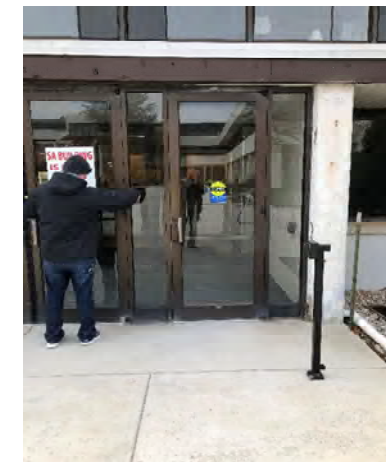
Options: DuraFlex Bumper available in standard grey or optional black

GT HARDWARE SET & PRODUCT DATA

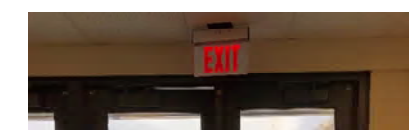
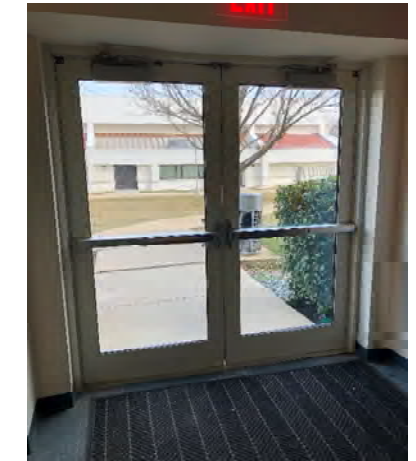
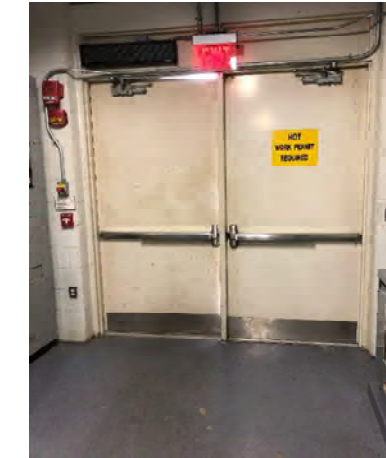
Door #	Door Size	Building	Handicap	Material	Hardware			Photos
60 & 61	Double doors 4-0 X 6-8	HS		Hollow Metal	Sargent mortised			
62	Single 3-0 X 7-0	HS		Hollow Metal	Sargent mortised	Machine Room	Replace door/add proxy	
57	Single 3-0 X 6-8	HS	Left Hand	Hollow Metal	Sargent mortised		Replace door/add proxy	
51 & 52	Double door 3-0 X 6-8	HS		ALUM. Store front	Kawneer Panic		Replace door/add proxy	
41 & 42	Double Door 3-0 X 8-0	HS		ALUM. Store front	Kawneer Panic		Replace door/add proxy	
31 & 32	Double Door 3-0 X 7-0	HS	Left Hand	ALUM. Store front	Kawneer Panic		Replace door/add proxy	
33 & 34	Double Door 3-0 X 7-0	HS		ALUM. Store front	Kawneer Panic		Replace door/add proxy	



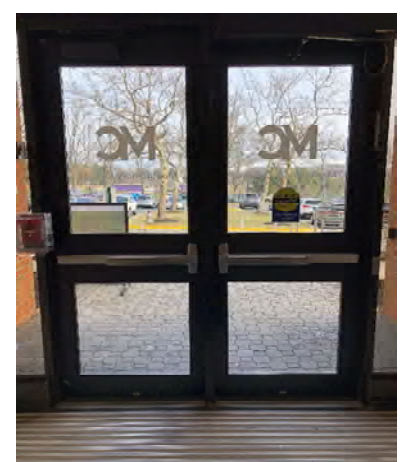
63 & 64	Double Door 3-0 X 6-8	HS		ALUM. Store front	Kawneer Panic	Art Lab	Replace door/add proxy
29 & 30	Double Door 3-0 X 8-0	HS		ALUM. Store front	Kawneer Panic		Replace door/add proxy
1	Single Door 3-0 X 8-0	SA	Left Hand	ALUM. Store front	Kawneer Panic		Replace door/add proxy
2 & 3	Double Door 3-0 X 8-0	SA		ALUM. Store front	Kawneer Panic		Replace door/add proxy
12	Single Door 3-0 X 8-0	SA		Hollow Metal	Kawneer Panic	Side Door	Add Proxy Hardware
9	Single Door 3-0 X 8-0	SA		Hollow Metal	Kawneer Panic	Side Door	Add Proxy Hardware
112 & 113	Double Door 3-0 X 7-0	HT		ALUM. Store front	Von Duprin Panic		Add Proxy Hardware



107 & 108	Double Door 3-0 X 7-0	HT		ALUM. Store front	Von Duprin Panic		Add Proxy Hardware
106	Single Door 3-0 X 7-0	HT		ALUM. Store front	Von Duprin Panic	Stairwell Door	Add Proxy Hardware
102 & 103	Double Door 3-0 X 7-0	HT	Left Hand	ALUM. Store front	Von Duprin Panic		Add Proxy Hardware
99 & 100	Double Door 3-0 X 7-0	HT		ALUM. Store front	Von Duprin Panic		Add Proxy Hardware
97 & 98	Double Doors 43 1/2"X8-0	HT		Hollow Metal	Von Duprin Panic	Machine Room	Add Proxy Hardware
118 & 119	Double Door 3-0 X 7-0	HT		ALUM. Store front	Von Duprin Panic		Add Proxy Hardware
65 & 66	Double Door 3-0 X 8-0	PG	Left Hand	ALUM. Store front	Von Duprin Panic	Card Reader	Add Proxy Hardware

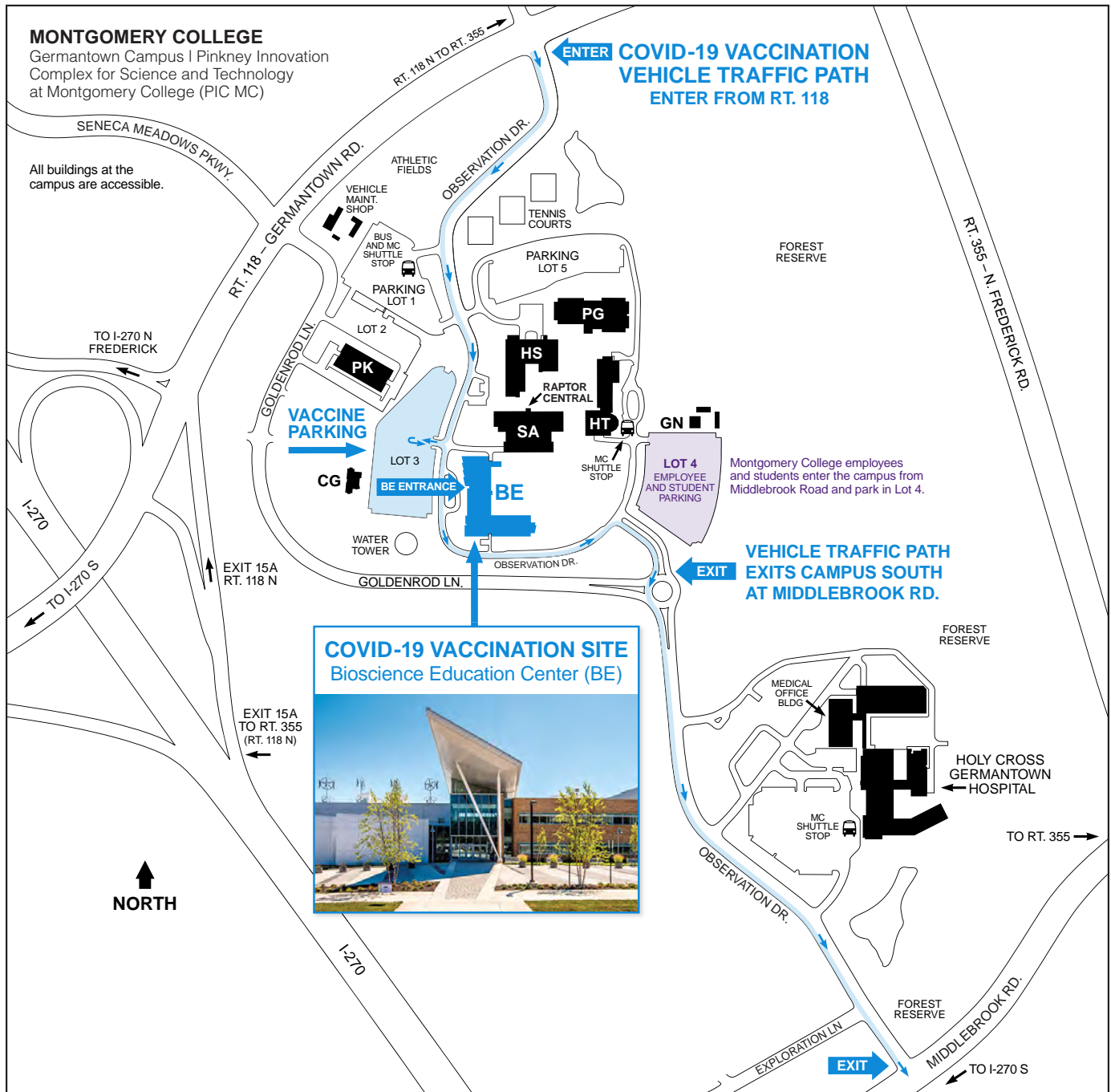


67 & 68	Double Door 3-0 X 8-0	PG		ALUM. Store front	Von Duprin Panic		Add Proxy Hardware
87	Single Door 3-0 x 8-0	PG		ALUM. Store front	Von Duprin Panic	Back Door Card Reader	Add Proxy Hardware
120 & 121	Double Door 3-0 X 8-0	PK	Right Hand	ALUM. Store front	Von Duprin Panic	Card Reader	Add Proxy Hardware
126 & 127	Double Door 3-0 X 7-0	PK	Right Hand	ALUM. Store front	Von Duprin Panic	Card Reader	Add Proxy Hardware



MONTGOMERY COLLEGE

Germantown Campus | Pinkney Innovation Complex for Science and Technology (PIC MC)



MC MONTGOMERY COLLEGE
Germantown Campus | Pinkney Innovation Complex for Science and Technology at Montgomery College (PIC MC)
20200 Observation Drive
Germantown, MD 20876
240-567-7700
montgomerycollege.edu
For updates to campus maps, visit
montgomerycollege.edu/maps

Legend of Campus Buildings
(as of February 2020)

- BE Bioscience Education Center**
 - Conference Center
- CG Child Care Center**
 - Center for Early Education (CEE)
- GN Greenhouse**

- HS Humanities and Social Sciences Building**
 - Bookstore
 - Cafeteria
 - Library
 - Workforce Development and Continuing Education (WDCE)
- HT High Technology and Science Center**
 - Globe Hall
- PG Physical Education Building**

- PK Paul Peck Academic and Innovation Building**
 - Germantown Innovation Center
- SA Student Affairs and Science**
 - Counseling and Advising
 - Disability Support Services
 - Financial Aid Office
 - Public Safety Office
 - Raptor Central (Admissions, Enrollment, Visitor Services)
 - Records and Registration Office
 - Student Life Office

HARDWARE FINISHES

- A. All exposed hardware except surface closers and continuous hinges shall be satin chrome plated, ANSI/BHMA 626/US26D.
 - a. Surface closers shall be factory-finished to match satin chrome.
 - b. Continuous hinges on hollow metal doors shall be factory-finished to match satin chrome.
 - c. Continuous hinges on aluminum doors shall be factory-finished to match storefront.
 - d. Items of hardware not available chrome plated shall be furnished in satin stainless steel, ANSI/BHMA 630/US32D.

KEYING

- A. General: Key system shall be as directed by the Owner. Keying is the responsibility of the Contractor; and shall be performed by the cylinder supplier.
 - 1. All cylinders shall operate on the existing Montgomery College/Germantown Campus Master-Key System utilizing the Sargent "RL" Keyway.
 - 2. Cylinders shall be construction master keyed. Equip locks with manufacturer's special pin tumbler cylinders that permit voiding construction keys without removal of the cylinder.
- B. Keys: Provide keys of nickel silver only in the following quantities:
 - 1. Change Keys: Three per cylinder.
 - 2. Construction Master Keys: Five.
- C. Identification:
 - 1. Stamp all change keys with keyset symbol (VKC), but do not stamp with key section or biting number.

HARDWARE SET SCHEDULE

BUILDING HS

Door #60/61 – Remove Transom Panel and Add Two HM Door Panels - ± 4'-0" x 10'-0"	
2 Continuous hinges SL24 HD (undersize door width accordingly)	Select
6 Frame hinge filler plates DFF4-GALV (field-paint to match frame)	Rockwood
1 Electrified lockset RX-8271 x LNP x WBS - FSE	Sargent
1 Mortise cylinder ('RL' keyway) – master-keyed as directed	Sargent
2 Flush bolts 555 (36" top rod)	Rockwood
1 Dust strike 570	Rockwood
2 Surface closers 4040XP-DEL-H-CUSH	LCN
2 Door closer mounting brackets 328SPB (field-paint to match frame)	Zero
2 Armor plates 190S – 34" (H) x 1" LDW (W) x CSK	Hager
1 set Weather-stripping 332CR – Head & Jambs	Pemko
1 Threshold 273x224AFGT	Pemko
1 Meeting stile gasket 375CR (install on pull-side of active leaf)	Pemko
2 Sill sweeps 315CN	Pemko
1 Power transfer door cord TSB-C	Securitron
2 Magnetic door contacts 4400AB (surface-mount)	George Risk

- 2 Door contact mounting brackets 328SPB (field-paint to match frame) Zero
 - 1 Card reader Security System Integrator
 - 1 Power supply Security System Integrator
- Field-verify existing opening conditions prior to ordering any new material

Function: Card reader shunts door contacts and releases electrified lever trim. Turning inside lever shunts door contacts. Door position status monitored through Access Control System.

Door #62 – Remove Transom Panel and Add One HM Door Panel - ± 3'-0" x 10'-0"

- 1 Continuous hinge SL24 HD (undersize door width accordingly) Select
 - 3 Frame hinge filler plates DFF4-GALV (field-paint to match frame) Rockwood
 - 1 Electrified lockset RX-8271 x LNP x WBS - FSE Sargent
 - 1 Mortise cylinder ('RL' keyway) – master-keyed as directed Sargent
 - 1 Surface closer 4040XP-CUSH LCN
 - 1 Door closer mounting bracket 328SPB (field-paint to match frame) Zero
 - 1 set Weather-stripping 332CR – Head & Jambs Pemko
 - 1 Threshold 273x224AFGT Pemko
 - 1 Sill sweep 315CN Pemko
 - 1 Power transfer door cord TSB-C Securitron
 - 1 Magnetic door contact 4400AB (surface-mount) George Risk
 - 1 Door contact mounting bracket 328SPB (field-paint to match frame) Zero
 - 1 Card reader Security System Integrator
 - 1 Power supply Security System Integrator
- Field-verify existing opening conditions prior to ordering any new material

Function: Card reader shunts door contacts and releases electrified lever trim. Turning inside lever shunts door contacts. Door position status monitored through Access Control System.

Door #57 – Add One New HM Door Panel - ± 3'-4" x 6'-8"

- 1 Continuous hinge SL24 HD (undersize door width accordingly) Select
 - 3 Frame hinge filler plates DFF4-GALV (field-paint to match frame) Rockwood
 - 1 Electrified exit device RX-QEL-98L x 996L-NL x 17 – FSE Von Duprin
 - 1 Rim cylinder ('RL' keyway) – master-keyed as directed Sargent
 - 1 Power operator & actuators – reuse existing
 - 1 Operator interface module Br3 (for Access Control System interface) BEA
 - 1 Armor plate 190S – 34" (H) x 2" LDW (W) x CSK Hager
 - 1 set Weather-stripping 332CR – Head & Jambs Pemko
 - 1 Threshold 273x224AFGT Pemko
 - 1 Sill sweep 315CN Pemko
 - 1 Power transfer door cord TSB-C Securitron
 - 1 Magnetic door contact 4400AB (surface-mount) George Risk
 - 1 Door contact mounting bracket 328SPB (field-paint to match frame) Zero
 - 1 Card reader Security System Integrator
 - 1 Power supply Security System Integrator
 - 1 Stop FS18S Ives
- Field-verify existing opening conditions prior to ordering any new material

Function: Card reader shunts door contact, retracts electric latch and enables exterior actuator; pressing actuator activates door operator. Pressing interior actuator shunts door contact, retracts electric latch and activates door operator. Depressing crash bar shunts door contact. Outside actuator should not function without proper signal from Access Control System. Door position status monitored through Access Control System.

Door #51/52 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 6'-8"

2	Continuous hinges SL11 HD x EPT (factory-finish to match storefront)	Select
1	Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Electrified exit device RX-QEL-35A-EO x 299 x concealed fastening	Von Duprin
1	Removable mullion KR4954 x 154 (field-paint to match frame finish)	Von Duprin
1	Mortise cylinder ('RL' keyway) – master-keyed as directed	Sargent
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
2	Surface closers 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Mullion gasketing 5110BL	Pemko
2	Sill sweeps 315CN (grey inserts)	Pemko
2	Power transfer pivots EPT-10	Von Duprin
2	Magnetic door contacts 190-12	George Risk
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.
 When door is secured: Card reader shunts door contacts and retracts electric latches. Depressing crash bar shunts door contact.
 When door is unsecured: Door contacts are shunted and electric latches are retracted.

Door #41/42 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 8'-0"

2	Continuous hinges SL11 HD x EPT (factory-finish to match storefront)	Select
1	Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Electrified exit device RX-QEL-35A-EO x 299 x concealed fastening	Von Duprin
1	Removable mullion KR4954 x 154 (field-paint to match frame finish)	Von Duprin
1	Mortise cylinder ('RL' keyway) – master-keyed as directed	Sargent
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
2	Surface closers 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Mullion gasketing 5110BL	Pemko
2	Sill sweeps 315CN (grey inserts)	Pemko
2	Power transfer pivots EPT-10	Von Duprin
2	Magnetic door contacts 190-12	George Risk
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.
 When door is secured: Card reader shunts door contacts and retracts electric latches. Depressing crash bar shunts door contact.
 When door is unsecured: Door contacts are shunted and electric latches are retracted.

Door #31/32 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 7'-0"

2	Continuous hinges SL11 HD x EPT (factory-finish to match storefront)	Select
1	Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Electrified exit device RX-QEL-35A-EO x 299 x concealed fastening	Von Duprin

1	Removable mullion KR4954 x 154 (field-paint to match frame finish)	Von Duprin
1	Mortise cylinder ('RL' keyway) – master-keyed as directed	Sargent
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
2	Surface closers 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Mullion gasketing 5110BL	Pemko
2	Sill sweeps 315CN (grey inserts)	Pemko
2	Power transfer pivots EPT-10	Von Duprin
2	Magnetic door contacts 190-12	George Risk
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.

When door is secured: Card reader shunts door contacts and retracts electric latches. Depressing crash bar shunts door contact.

When door is unsecured: Door contacts are shunted and electric latches are retracted.

Door #33/34 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 7'-0"

2	Continuous hinges SL11 HD x EPT (factory-finish to match storefront)	Select
1	Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Electrified exit device RX-QEL-35A-EO x 299 x concealed fastening	Von Duprin
1	Removable mullion KR4954 x 154 (field-paint to match frame finish)	Von Duprin
1	Mortise cylinder ('RL' keyway) – master-keyed as directed	Sargent
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
2	Surface closers 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Mullion gasketing 5110BL	Pemko
2	Sill sweeps 315CN (grey inserts)	Pemko
2	Power transfer pivots EPT-10	Von Duprin
2	Magnetic door contacts 190-12	George Risk
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.

When door is secured: Card reader shunts door contacts and retracts electric latches. Depressing crash bar shunts door contact.

When door is unsecured: Door contacts are shunted and electric latches are retracted.

Door #63/64 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 6'-8"

2	Continuous hinges SL11 HD x EPT (factory-finish to match storefront)	Select
1	Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Electrified exit device RX-QEL-35A-EO x 299 x concealed fastening	Von Duprin
1	Removable mullion KR4954 x 154 (field-paint to match frame finish)	Von Duprin
1	Mortise cylinder ('RL' keyway) – master-keyed as directed	Sargent
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
2	Surface closers 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer

1	Threshold 273x224AFGT	Pemko
1	Mullion gasketing 5110BL	Pemko
2	Sill sweeps 315CN (grey inserts)	Pemko
2	Power transfer pivots EPT-10	Von Duprin
2	Magnetic door contacts 190-12	George Risk
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.

When door is secured: Card reader shunts door contacts and retracts electric latches.

Depressing crash bar shunts door contact.

When door is unsecured: Door contacts are shunted and electric latches are retracted.

Door #29/30 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 8'-0"

2	Continuous hinges SL11 HD x EPT (factory-finish to match storefront)	Select
1	Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Electrified exit device RX-QEL-35A-EO x 299 x concealed fastening	Von Duprin
1	Removable mullion KR4954 x 154 (field-paint to match frame finish)	Von Duprin
1	Mortise cylinder ('RL' keyway) – master-keyed as directed	Sargent
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
2	Surface closers 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Mullion gasketing 5110BL	Pemko
2	Sill sweeps 315CN (grey inserts)	Pemko
2	Power transfer pivots EPT-10	Von Duprin
2	Magnetic door contacts 190-12	George Risk
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.

When door is secured: Card reader shunts door contacts and retracts electric latches.

Depressing crash bar shunts door contact.

When door is unsecured: Door contacts are shunted and electric latches are retracted.

BUILDING SA

Door #1 – Add New Aluminum Storefront Door & Frame (RHR) - 3'-0" x 8'-0"

1	Continuous hinge SL11 HD x EPT (factory-finish to match storefront)	Select
1	Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Pull RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
1	Power operator & actuators – reuse existing	
1	Operator interface module Br3 (for Access Control System interface)	BEA
1 set	Weather-stripping – Head & Jambs	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Sill sweep 315CN (grey insert)	Pemko
1	Power transfer pivot EPT-10	Von Duprin
1	Magnetic door contact 190-12	George Risk
1	Card reader	Security System Integrator

- 1 Power supply Security System Integrator
- 1 Overhead stop 104S-ADJ Glynn-Johnson

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.

When door is secured: Card reader shunts door contact, retracts electric latch and enables outside actuator; pressing actuator activates power operator. Pressing inside actuator shunts door contact, retracts electric latch and activates power operator. Depressing crash bar shunts door contact. Outside actuator should not function without proper signal from Access Control System.

When door is unsecured: Door contact is shunted, electric latch is retracted and both actuators are functional. Pressing either actuator activates power operator.

Door #2/3 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 8'-0"

- 2 Continuous hinges SL11 HD x EPT (factory-finish to match storefront) Select
- 2 Electrified exit devices RX-QEL-35A-EO x 299 x concealed fastening Von Duprin
- 1 Removable mullion KR4954 x 154 (field-paint to match frame finish) Von Duprin
- 1 Mortise cylinder ('RL' keyway) – master-keyed as directed Sargent
- 2 Pulls RM3410 x 18" OAL x 12HD (with finished caps) Rockwood
- 2 Surface closers 4040XP-CUSH x 18PA x 30 x 61 LCN
- 1 set Weather-stripping – Head, Jambs & Meeting Stile Door Manufacturer
- 1 Threshold 273x224AFGT Pemko
- 1 Mullion gasketing 5110BL Pemko
- 2 Sill sweeps 315CN (grey inserts) Pemko
- 2 Power transfer pivots EPT-10 Von Duprin
- 2 Magnetic door contacts 190-12 George Risk
- 1 Card reader Security System Integrator
- 1 Power supply Security System Integrator

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.

When door is secured: no access. Depressing crash bar shunts door contact.

When door is unsecured: Door contacts are shunted and electric latches are retracted.

Door #12, Option A – Add One New Door Panel - ± 3'-0" x 8'-0"

- 1 Continuous hinge SL24 HD (undersize door width accordingly) Select
- 3 Frame hinge filler plates DFF4-GALV (field-paint to match frame) Rockwood
- 1 Exit device LD-98NL x VR910NL Von Duprin
- 1 Rim cylinder ('RL' keyway) – master-keyed as directed Sargent
- 1 Surface closer 4040XP-CUSH LCN
- 1 Door closer mounting bracket 328SPB (field-paint to match frame) Zero
- 1 Kick plate 190S – 10" (H) x 2" LDW (W) x CSK Hager
- 1 set Weather-stripping 332CR – Head & Jambs Pemko
- 1 Threshold 273x224AFGT Pemko
- 1 Sill sweep 315CN Pemko
- 1 Electric strike 6111 - FSE Von Duprin
- 1 Motion sensor – reuse existing
- 1 Magnetic door contact & mounting bracket – reuse existing
- 1 Card reader Security System Integrator
- 1 Power supply Security System Integrator

Field-verify existing opening conditions prior to ordering any new material

Function: Card reader shunts door contact and releases electric strike. Motion sensor shunts door contact but *does not* release electric strike. Door position status monitored through Access Control System.

Door #12, Option B – Add One New Door Panel - ± 3'-0" x 8'-0"

1	Continuous hinge SL24 HD (undersize door width accordingly)	Select
3	Frame hinge filler plates DFF4-GALV (field-paint to match frame)	Rockwood
1	Electrified exit device RX-98L x E996L x 17 – FSE	Von Duprin
1	Strike mounting bracket 328SPB (field-paint to match frame)	Zero
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Surface closer 4040XP-CUSH	LCN
1	Door closer mounting bracket 328SPB (field-paint to match frame)	Zero
1	Kick plate 190S – 10" (H) x 2" LDW (W) x CSK	Hager
1 set	Weather-stripping 332CR – Head & Jambs	Pemko
1	Threshold 273x224AFGT	Pemko
1	Sill sweep 315CN	Pemko
1	Power transfer door cord TSB-C	Securitron
1	Motion sensor (exiting) – remove/disable	
1	Magnetic door contact & mounting bracket – reuse existing	
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator
	Field-verify existing opening conditions prior to ordering any new material	

Function: Card reader shunts door contact and releases electrified lever trim. Depressing crash bar shunts door contact. Door position status monitored through Access Control System.

Door #9 – Add One New HM Door Panel & HM Frame - ± 3'-0" x 8'-0"

1	Continuous hinge SL24 HD x EPT	Select
1	Electrified exit device RX-98L x E996L x 17 – FSE	Von Duprin
1	Strike mounting bracket 328SPB (field-paint to match frame)	Zero
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Surface closer 4040XP-CUSH	LCN
1	Door closer mounting bracket 328SPB (field-paint to match frame)	Zero
1	Kick plate 190S – 10" (H) x 2" LDW (W) x CSK	Hager
1 set	Weather-stripping 332CR – Head & Jambs	Pemko
1	Threshold 273x224AFGT	Pemko
1	Sill sweep 315CN	Pemko
1	Power transfer pivot EPT-10	Von Duprin
1	Magnetic door contact 190-12	George Risk
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator
	Door frame has extensive deterioration; therefore, frame should also be replaced	
	Field-verify existing opening conditions prior to ordering any new material	

Function: Card reader shunts door contact and releases electrified lever trim. Depressing crash bar shunts door contact. Door position status monitored through Access Control System.

BUILDING HT

Door #112/113 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 7'-0"

2	Continuous hinges SL11 HD x EPT (factory-finish to match storefront)	Select
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1	Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Electrified exit device RX-QEL-35A-EO x 299 x concealed fastening	Von Duprin
1	Removable mullion KR4954 x 154 (field-paint to match frame finish)	Von Duprin
1	Mortise cylinder ('RL' keyway) – master-keyed as directed	Sargent
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
2	Surface closers 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Mullion gasketing 5110BL	Pemko
2	Sill sweeps 315CN (grey inserts)	Pemko
2	Power transfer pivots EPT-10	Von Duprin
2	Magnetic door contacts 190-12	George Risk
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.

When door is secured: Card reader shunts door contacts and retracts electric latches.

Depressing crash bar shunts door contact.

When door is unsecured: Door contacts are shunted and electric latches are retracted.

Door #107/108 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 7'-0"

2	Continuous hinges SL11 HD x EPT (factory-finish to match storefront)	Select
1	Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Electrified exit device RX-QEL-35A-EO x 299 x concealed fastening	Von Duprin
1	Removable mullion KR4954 x 154 (field-paint to match frame finish)	Von Duprin
1	Mortise cylinder ('RL' keyway) – master-keyed as directed	Sargent
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
2	Surface closers 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Mullion gasketing 5110BL	Pemko
2	Sill sweeps 315CN (grey inserts)	Pemko
2	Power transfer pivots EPT-10	Von Duprin
2	Magnetic door contacts 190-12	George Risk
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.

When door is secured: Card reader shunts door contacts and retracts electric latches.

Depressing crash bar shunts door contact.

When door is unsecured: Door contacts are shunted and electric latches are retracted.

Door #106 – Add New Aluminum Storefront Door & Frame - 3'-0" x 7'-0"

1	Continuous hinge SL11 HD x EPT (factory-finish to match storefront)	Select
1	Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Pull RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
1	Surface closer 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head & Jambs	Door Manufacturer

1	Threshold 273x224AFGT	Pemko
1	Sill sweep 315CN (grey insert)	Pemko
1	Power transfer pivot EPT-10	Von Duprin
1	Magnetic door contact 190-12	George Risk
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.

When door is secured: Card reader shunts door contact and retracts electric latch. Depressing crash bar shunts door contact.

When door is unsecured: Door contact is shunted and electric latch is retracted.

Door #102/103 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 7'-0"

2	Continuous hinges SL11 HD x EPT (factory-finish to match storefront)	Select
1	Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Electrified exit device RX-QEL-35A-EO x 299 x concealed fastening	Von Duprin
1	Removable mullion KR4954 x 154 (field-paint to match frame finish)	Von Duprin
1	Mortise cylinder ('RL' keyway) – master-keyed as directed	Sargent
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
1	Power operator & actuators – reuse existing (LH leaf)	
1	Operator interface module Br3 (for Access Control System interface)	BEA
1	Surface closer 4040XP-CUSH x 18PA x 30 x 61 (RH leaf)	LCN
1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Mullion gasketing 5110BL	Pemko
2	Sill sweeps 315CN (grey inserts)	Pemko
2	Power transfer pivots EPT-10	Von Duprin
2	Magnetic door contacts 190-12	George Risk
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator
1	Overhead stop 104S-ADJ (power operator leaf)	Glynn-Johnson

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.

When door is secured: Card reader shunts door contacts, retracts electric latches and enables outside actuator; pressing actuator activates power operator. Pressing inside actuator shunts door contact, retracts electric latch and activates power operator. Depressing crash bar shunts door contact. Outside actuator should not function without proper signal from Access Control System.

When door is unsecured: Door contacts are shunted, electric latches are retracted and both actuators are functional. Pressing either actuator activates power operator.

Door #99/100 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 7'-0"

2	Continuous hinges SL11 HD x EPT (factory-finish to match storefront)	Select
1	Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Electrified exit device RX-QEL-35A-EO x 299 x concealed fastening	Von Duprin
1	Removable mullion KR4954 x 154 (field-paint to match frame finish)	Von Duprin
1	Mortise cylinder ('RL' keyway) – master-keyed as directed	Sargent
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
2	Surface closers 4040XP-CUSH x 18PA x 30 x 61	LCN

1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Mullion gasketing 5110BL	Pemko
2	Sill sweeps 315CN (grey inserts)	Pemko
2	Power transfer pivots EPT-10	Von Duprin
2	Magnetic door contacts 190-12	George Risk
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.

When door is secured: Card reader shunts door contacts and retracts electric latches. Depressing crash bar shunts door contact.

When door is unsecured: Door contacts are shunted and electric latches are retracted.

Door #97/98 – Add Two New Door Panels - ± 3'-8" x 8'-0"

2	Continuous hinges SL24 HD (undersize door width accordingly)	Select
6	Frame hinge filler plates DFF4-GALV (field-paint to match frame)	Rockwood
1	Electrified exit device RX-98L x E996L x 17 – FSE	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Electrified exit device RX-98EO	Von Duprin
1	Removable mullion KR4954 x 154 (field-paint to match frame)	Von Duprin
1	Mortise cylinder ('RL' keyway) – master-keyed as directed	Sargent
2	Surface closers 4040XP-CUSH	LCN
2	Door closer mounting brackets 328SPB (field-paint to match frame)	Zero
1 set	Weather-stripping 332CR – Head & Jambs	Pemko
1	Threshold 273x224AFGT	Pemko
1 set	Meeting stile gaskets 303AS	Pemko
1	Mullion gasketing 5110BL	Pemko
2	Sill sweeps 315CN	Pemko
2	Power transfer door cords TSB-C	Securitron
2	Magnetic door contacts 4400AB (surface-mount)	George Risk
2	Door contact mounting brackets 328SPB (field-paint to match frame)	Zero
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator

Field-verify existing opening conditions prior to ordering any new material

Function: Card reader shunts door contacts and releases electrified lever trim. Depressing crash bar shunts door contact. Door position status monitored through Access Control System.

Door #118/119 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 7'-0"

2	Continuous hinges SL11 HD x EPT (factory-finish to match storefront)	Select
1	Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Electrified exit device RX-QEL-35A-EO x 299 x concealed fastening	Von Duprin
1	Removable mullion KR4954 x 154 (field-paint to match frame finish)	Von Duprin
1	Mortise cylinder ('RL' keyway) – master-keyed as directed	Sargent
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
2	Surface closers 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Mullion gasketing 5110BL	Pemko

2	Sill sweeps 315CN (grey inserts)	Pemko
2	Power transfer pivots EPT-10	Von Duprin
2	Magnetic door contacts 190-12	George Risk
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.

When door is secured: Card reader shunts door contacts and retracts electric latches. Depressing crash bar shunts door contact.

When door is unsecured: Door contacts are shunted and electric latches are retracted.

BUILDING PG

Door #65/66 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 8'-0"

2	Continuous hinges SL11 HD x EPT (factory-finish to match storefront)	Select
1	Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Electrified exit device RX-QEL-35A-EO x 299 x concealed fastening	Von Duprin
1	Removable mullion KR4954 x 154 (field-paint to match frame finish)	Von Duprin
1	Mortise cylinder ('RL' keyway) – master-keyed as directed	Sargent
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
1	Power operator & actuators – reuse existing (LH leaf)	
1	Operator interface module Br3 (for Access Control System interface)	BEA
1	Surface closer 4040XP-CUSH x 18PA x 30 x 61 (RH leaf)	LCN
1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Mullion gasketing 5110BL	Pemko
2	Sill sweeps 315CN (grey inserts)	Pemko
2	Power transfer pivots EPT-10	Von Duprin
2	Magnetic door contacts 190-12	George Risk
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator
1	Overhead stop 104S-ADJ (power operator leaf)	Glynn-Johnson

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.

When door is secured: Card reader shunts door contacts, retracts electric latches and enables outside actuator; pressing actuator activates power operator. Pressing inside actuator shunts door contact, retracts electric latch and activates power operator. Depressing crash bar shunts door contact. Outside actuator should not function without proper signal from Access Control System.

When door is unsecured: Door contacts are shunted, electric latches are retracted and both actuators are functional. Pressing either actuator activates power operator.

Door #67/68 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 8'-0"

2	Continuous hinges SL11 HD x EPT (factory-finish to match storefront)	Select
1	Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Electrified exit device RX-QEL-35A-EO x 299 x concealed fastening	Von Duprin
1	Removable mullion KR4954 x 154 (field-paint to match frame finish)	Von Duprin
1	Mortise cylinder ('RL' keyway) – master-keyed as directed	Sargent
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood

2	Surface closers 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Mullion gasketing 5110BL	Pemko
2	Sill sweeps 315CN (grey inserts)	Pemko
2	Power transfer pivots EPT-10	Von Duprin
2	Magnetic door contacts 190-12	George Risk
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.

When door is secured: Card reader shunts door contacts and retracts electric latches. Depressing crash bar shunts door contact.

When door is unsecured: Door contacts are shunted and electric latches are retracted.

Door #87 – Add New Aluminum Storefront Doors & Frame - 3'-0" x 8'-0"

1	Continuous hinge SL11 HD x EPT (factory-finish to match storefront)	Select
1	Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Pull RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
1	Surface closer 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head & Jambs	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Sill sweep 315CN (grey insert)	Pemko
12	Power transfer pivot EPT-10	Von Duprin
1	Magnetic door contact 190-12	George Risk
1	Card reader	Security System Integrator
1	Power supply	Security System Integrator

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.

When door is secured: Card reader shunts door contact and retracts electric latch. Depressing crash bar shunts door contact.

When door is unsecured: Door contact is shunted and electric latch is retracted.

BUILDING PK

Door #120/121 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 8'-0"

2	Continuous hinges SL11 HD x EPT (factory-finish to match storefront)	Select
1	Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng	Von Duprin
1	Rim cylinder ('RL' keyway) – master-keyed as directed	Sargent
1	Electrified exit device RX-QEL-35A-EO x 299 x concealed fastening	Von Duprin
1	Removable mullion KR4954 x 154 (field-paint to match frame finish)	Von Duprin
1	Mortise cylinder ('RL' keyway) – master-keyed as directed	Sargent
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
1	Power operator & actuators – reuse existing (RH leaf)	
1	Operator interface module Br3 (for Access Control System interface)	BEA
1	Surface closer 4040XP-CUSH x 18PA x 30 x 61 (LH leaf)	LCN
1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Mullion gasketing 5110BL	Pemko
2	Sill sweeps 315CN (grey inserts)	Pemko

- 2 Power transfer pivots EPT-10 Von Duprin
- 2 Magnetic door contacts 190-12 George Risk
- 1 Card reader Security System Integrator
- 1 Power supply Security System Integrator
- 1 Overhead stop 104S-ADJ (power operator leaf) Glynn-Johnson

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.

When door is secured: Card reader shunts door contacts, retracts electric latches and enables outside actuator; pressing actuator activates power operator. Pressing inside actuator shunts door contact, retracts electric latch and activates power operator. Depressing crash bar shunts door contact. Outside actuator should not function without proper signal from Access Control System.

When door is unsecured: Door contacts are shunted, electric latches are retracted and both actuators are functional. Pressing either actuator activates power operator.

Door #126/127 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 7'-0"

- 2 Continuous hinges SL11 HD x EPT (factory-finish to match storefront) Select
- 1 Electrified exit device RX-QEL-35A-NL-OP x 299 x concealed fstng Von Duprin
- 1 Rim cylinder ('RL' keyway) – master-keyed as directed Sargent
- 1 Electrified exit device RX-QEL-35A-EO x 299 x concealed fastening Von Duprin
- 1 Removable mullion KR4954 x 154 (field-paint to match frame finish) Von Duprin
- 1 Mortise cylinder ('RL' keyway) – master-keyed as directed Sargent
- 2 Pulls RM3410 x 18" OAL x 12HD (with finished caps) Rockwood
- 1 Power operator & actuators – reuse existing (RH leaf)
- 1 Operator interface module Br3 (for Access Control System interface) BEA
- 1 Surface closer 4040XP-CUSH x 18PA x 30 x 61 (LH leaf) LCN
- 1 set Weather-stripping – Head, Jambs & Meeting Stile Door Manufacturer
- 1 Threshold 273x224AFGT Pemko
- 1 Mullion gasketing 5110BL Pemko
- 2 Sill sweeps 315CN (grey inserts) Pemko
- 2 Power transfer pivots EPT-10 Von Duprin
- 2 Magnetic door contacts 190-12 George Risk
- 1 Card reader Security System Integrator
- 1 Power supply Security System Integrator
- 1 Overhead stop 104S-ADJ (power operator leaf) Glynn-Johnson

Function: Door is interfaced with Access Control System for automatic locking and unlocking. Door position status monitored through Access Control System.

When door is secured: Card reader shunts door contacts, retracts electric latches and enables outside actuator; pressing actuator activates power operator. Pressing inside actuator shunts door contact, retracts electric latch and activates power operator. Depressing crash bar shunts door contact. Outside actuator should not function without proper signal from Access Control System.

When door is unsecured: Door contacts are shunted, electric latches are retracted and both actuators are functional. Pressing either actuator activates power operator.



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MONTGOMERY COLLEGE GERMANTOWN CAMPUS DOOR & HARDWARE REHABILITATION

DOOR HARDWARE PRODUCT DATA

Prepared: April, 2021

Programmable 3-relay logic module



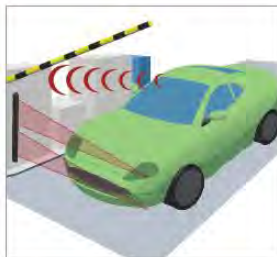
10LE21



10MC25



15.5053



FEATURES & BENEFITS

- Twelve programmable logic functions provide versatility across various applications
- Easy 2-button programming with user-friendly, dual seven-segment displays
- Contains two 3-AMP and one 1-AMP relays
- Built-in surge suppression in all 3 relays eliminating the need for external components when installing electric locking devices
- Capable of providing a WET output with AC or DC voltage

TECHNICAL SPECIFICATIONS

Supply Voltage	12 to 24 V AC/DC +/- 10%
Power Consumption	30 to 130 mA; DRY Output
Temperature Range	-15°F to 150°F
Dimensions	5.2 in x 2.2 in x 1.0 in
Relay Hold Time	Up to 60 seconds per relay
Delay Between Relays	Up to 60 seconds per relay with 0.25, 0.50 and 0.75 second options
Housing Material	ABS Plastic
Input Specification	1 to 4; DRY Contact
WET Input	5 to 24 V AC/DC
Contact Rating DRY	
Relay #1	3 A @ 24 VAC / 30 VDC
Relay #2	3 A @ 24 VAC / 30 VDC
Relay #3	1 A @ 24 VAC / 30 VDC
Contact Rating WET	
Relay #1	1 A

George Risk Industries

190-12

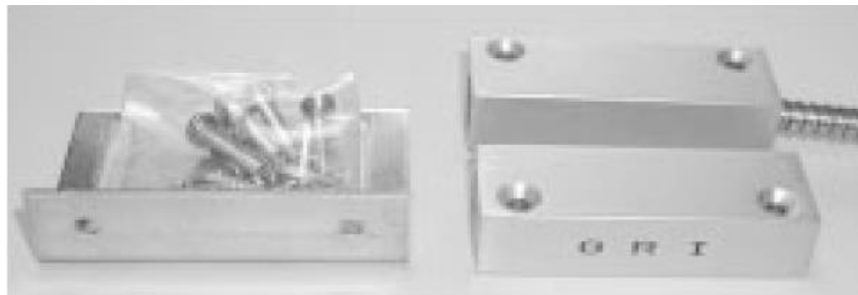
RECESSED DOOR CONTACT



- Lifetime Warranty
- Colors: White, Brown, Grey or Black
- UL and ULC Approved
- 180-12 & 184-12 UL 10C Fire Rated
- Available in Closed Loop, Open Loop and SPDT
- 3/4" and 1" Diameter Mounting
- Standard 12" Leads or Terminals
- Self-Locking
- Solid, One Piece Design
- 7/8" Diameter also Available - Call Factory
- Switches or Magnets are Available Separately
- Standard 1/2"+ Gap on Steel
- Wide Gap 1"+ Gap on Steel

PART NUMBER	LOOP TYPE	ELECTRICAL CONFIG.	REED FORM	MAXIMUM INITIAL CONTACT RESISTANCE (Ω)	MAXIMUM CONTACT RATING (W)	MAXIMUM SWITCHING VOLTAGE (VDC)	MAXIMUM SWITCHING CURRENT (A)
190-12	Open/Closed	SPDT	C	.140	5	175VDC	.250

4400AB SURFACE DOOR CONTACT



- 12" Leads #22AWG
- Jacketed Cable Upon Request
- Longer Leads, Zip Cord or Jacketed Cable Upon Request
- Mounting Hardware Included
- Built-in E.O.L. Resistors and Diodes Upon Request
- Supervisory Loops Upon Request
- Colors: White, Brown or Gray
- Lifetime Warranty

"Biased for high security" begins as a single pole double throw reed switch that is biased into an opposite condition. We begin with one open leg and one closed leg, but in the biasing operation we reverse the open to closed and the closed to open using just enough magnetic field strength to hold them in the opposite positions.

Glynn-Johnson

100 Series concealed overhead door holders/stops



100 Series heavy-duty

Glynn-Johnson offers a complete line of overhead door holders and stops, accommodating virtually all openings with solutions for even the most complex door control problems. These concealed holders and stops provide the most attractive and reliable heavy-duty door control available.

Glynn-Johnson 100 Series holders and stops provide the most reliable and versatile concealed overhead door control. They are designed for installation on virtually all types of doors mounted on conventional type butt hinges, pivots, continuous hinges, swing clear hinges and numerous other specialty hinges. When used in conjunction with many surface-applied door closers, 100 Series holders and stops provide the most effective control for entrance doors and vestibule doors of all types, as well as heavy or often used interior doors. Templates provided allow for variable mounting positions, ranging from 85° - 110° of opening.

Five models:

- 100H Series hold-open model
- 100HP Series internal hold-open model
- 100F Series friction hold-open model
- 100S Series stop-only model
- 100SE Series special stop-only model

Six sizes:

- Each model comes in six sizes.
- Simple
- Standardized

Three options:

- ADJ—Adjustable jamb bracket
- CJ—Jamb Bracket for use with LCN 5030 closer
- SOC—Pin-in-socket security screw package

Unmatched convenience:

- Non-handed
- Improved compatibility with door closers
- Single/double-acting doors

- Reduced door prep
- Durable
- Improved corrosion resistance
- Function conversion kits are available

Materials and finishes

In heavy gauge brass or 300 Series stainless steel, these models offer the broadest range of finishes in the industry, complementing any design and offering the highest resistance to corrosion. Available in the following finishes:

Finishes	Description
US3	Polished brass
US4	Satin brass
US10	Satin bronze
US10B	Oil rubbed bronze
US32	Polished stainless steel
US32D	Satin stainless steel
SP4	Powder coat brass
SP10	Powder coat bronze
SP28	Powder coat aluminum
SP313	Powder coat dark bronze
SPBLK	Powder coat black

Models

These models provide a wide range of optional features, and are ideal for use on entrance and vestibule doors, large doors, doors opened frequently, or doors subject to abuse. These models are also furnished with an offset-style jamb bracket.

Designed for heavy-duty applications, 100 Series models will provide long-lasting protection to doors, frames, hinges, related hardware and surrounding walls or obstructions.

100H Series hold-open

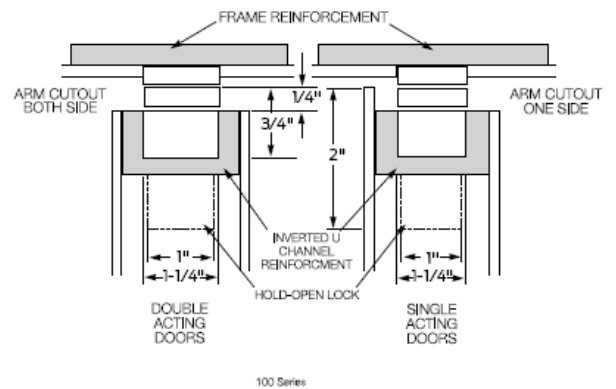
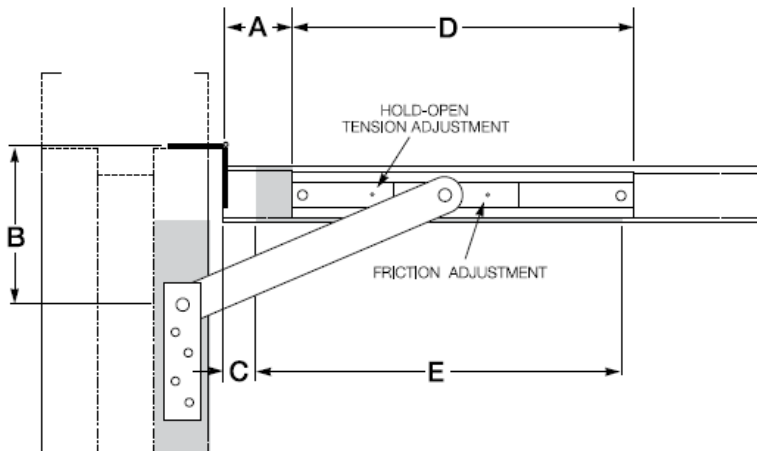
(Suffix H) The hold-open function should be used where it is desired to hold a door open at a predetermined position for short or long periods of time, permitting an unobstructed traffic flow through the opening.

These models are both selective and adjustable, featuring the most reliable hold-open mechanism available. They feature a control knob which protrudes from the face of the door and turns the hold-open function on or off. Set in the inactive position, the unit acts as a stop and shock absorber. The tension on the hold-open mechanism can be adjusted using an allen wrench to offset air currents or other exterior conditions. The hold-open tension adjustment is located in the bottom of the track in the top of the door.

Options

Suffix ADJ (adjustable jamb bracket)

An additional option on the 100 Series is the adjustable jamb bracket, which allows the degree of hold-open or stop angle to be adjusted after installation. Suffix "ADJ" is available in all functions, but only in sizes 3, 4, 5 & 6. ADJ jamb bracket requires additional frame prep. The ADJ option cannot be added to an existing unit, it must be factory ordered.



100 Series sizing chart

Butts/offset pivots					Center hung			
Size	Door opening	Stop only	Hold open	Friction	Door opening	Stop only	Hold open	Friction
1	18" - 23"	101S*	101H*	101F*	-	-	-	-
2	23 1/16" - 27"	102S*	102H*	102F*	-	-	-	-
3	27 1/16" - 33"	103S	103H	103F	33 1/16" - 39"	103S	103H	103F
4	33 1/16" - 39"	104S	104H	104F	39 1/16" - 45"	104S	104H	104F
5	39 1/16" - 45"	105S	105H	105F	45 1/16" - 51"	105S	105H	105F
6	45 1/16" - 51"	106S	106H	106F	51 1/16" - 59"	106S	106H	106F

Trim & Auxiliary



Door Protection Plates

The metal door protection plates below meet ANSI A156.6 for J101 Metal Armor Plate, J102 Metal Kickplate, and J103 Metal Mop Plate. The plastic door protection plates below meet ANSI A156.6 for J105 Plastic Armor Plate, J106 Plastic Kickplate, and J107 Plastic Mop Plate. Options for all plates include countersunk holes, UL armor plate stamped, self-adhesive tape, spanner head screws, torx head screws, round corners, wrap around side and bottom return, and 0.125" (3.2 mm) material. All plates below are supplied standard with #6 x 5/8" truss head screws (unless specified otherwise). They are available in mop plate, kick plate, stretcher plate, and armor plate sizes.

- Mop Plate:** Protects the bottom of the pull side of doors subject to cleaning and mopping procedures.
Kick Plate: Protects the bottom of the push side of doors subject to scuffing from foot traffic.
Stretcher Plate: Protects doors in specific areas where constant contact is made by stretchers, service carts, or other equipment.
Armor Plate: Protects lower half of doors from abuse by carts, trucks, and rough usage.

NFPA 80 STANDARD 6.4.5.1/6.4.5.2 /6.4.5.3 Protection Plates

- Factory installed protection plates shall be installed in accordance with the listing of the door.
- Field installed protection plate shall be labeled and installed in accordance with their listing.
- Labeling is not required where the top of the protection plate is not more than 16" (406 mm) above the bottom of the door.

190S

- Thickness: 0.050" (1.3 mm)
 U.S. Gauge: 18
 Materials: Aluminum, brass, bronze, stainless steel
 Finishes: US3, US4, US10, US10B, US28, US32, US32D
 Bevel: 4 edges
 Options: UL Listed for US32 and US32D*



FS18S FS18L Floor Stops

- Security Door Stops designed for use in high vandalism areas.
- Molded from black flame resistant, resilient material around a heavy-duty stud.
- Once grouted in concrete, leaves no exposed fasteners to be tampered with or removed.
- Ideal for jail or security cell areas where floor mounted stops are required.
- FS18L also ideal for concrete wall applications.

Dimensions

FS18S Height: 1-1/2"

FS18L Height: 3-1/2"

FS18S Diameter: 2"

FS18L Diameter: 2"

FS18S Stud Length: 2-1/2"

FS18L Stud Length: 2-1/2"



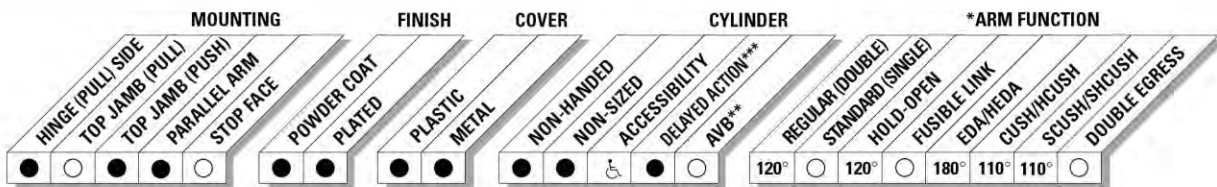
4040XP Series
Features

The 4040XP is LCN's most durable and flexible heavy duty closer designed for institutional and other demanding high traffic applications.

Certifications	Grade 1 - ANSI A156.4, UL 10C, ADA, 100 Hour Salt Spray, Meets BAA - Buy American Act
Body Construction	<ul style="list-style-type: none"> Cast Iron Body Full Complement Bearings 1-1/2" Diameter Piston 3/4" Diameter Double Heat Treated Pinion Journal
Fluid	All Weather Liquid X Fluid
Handing	Non-Handed
Templating	Peel-n-Stick templates - 2-1/4" x 5" Mounting Hole Pattern
Size	Adjustable Spring Size 1-6, includes Patented Green Dial
Warranty	30 years

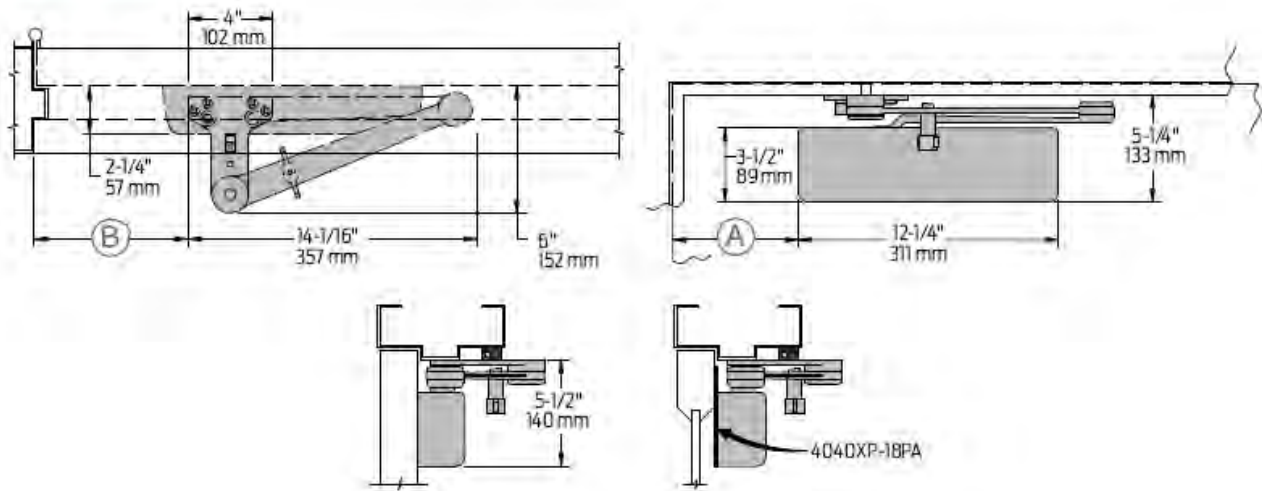
Cover	<ul style="list-style-type: none"> Plastic, Standard Metal, Optional
Fasteners	Self Reaming and Tapping Screws (SRT)
Mounting	Hinge (Pull Side), Top Jamb (Push Side), Parallel Arm (Push Side)
Arms	Regular Arm
Finishes/Colors/ Powder Coat	<ul style="list-style-type: none"> Aluminum (689) Statuary Bronze (690) Light Bronze (691) Black (693) Dark Bronze (695) Brass (696) Custom colors optional
	<ul style="list-style-type: none"> Optional SRI primer - powder coat only Optional plated finishes

Special Templates | Customized installation templates or products may be available to solve unusual applications. Contact LCN Product Support for assistance.



● AVAILABLE
○ NOT AVAILABLE
 ♿ Closer available with less than 5.0 lbs. opening force on 36" door.
 * Maximum opening/hold-open point with standard template.

CUSH mount



4040XP-18PA
Plate

- Required for parallel arm mounting where top rail is less than 5-1/2" (140 mm), measured from the stop
- Requires 2" (51 mm) minimum top rail



4040XP-30
CUSH Shoe Support

- Provides anchorage for fifth screw used with CUSH arms, where reveal is less than 3-1/16" (78 mm)



4040XP-61
Blade Stop Spacer

- Required to lower parallel arm shoe to clear 1/2" (13 mm) blade stop

How-to-order 4040XP Series closers

1. Select finish

- Standard Powder Coat _____
Aluminum, Dark Bronze, Statuary,
Light Bronze, Black, Brass.

Closer will be shipped with:

- Standard cylinder
- Standard cover
- Regular arm
- Self-reaming and tapping screws
unless options listed below are selected.

Closer options

Cylinder

- Delayed Action (4041 DEL)

Cover

- Metal (specify right or left hand) (MC)

Finish

- Custom Powder Coat (RAL) _____
(handed metal cover required)
- Plated Finish, US _____
(handed metal cover required)
- SRI primer (use with powder coat finishes only)

Arm

- Regular (REG)
- Regular w/62PA (Rw/PA)
- Regular w/62A (R/62A)
- Long (LONG)
- Extra Long (XLONG)
- Hold-Open (H)
- Hold-Open w/62PA (Hw/PA)
- Long Hold-Open (HLONG)
- Extra Duty Arm (EDA)
- Extra Duty Arm with 62G (EDA/62G)
- Hold Open Extra Duty Arm (HEDA)
(Handed)
- Hold Open Extra Duty Arm with 62
(HEDA/62G)(Handed)
- Cush-N-Stop (CUSH)
- HCush-N-Stop (HCUSH)
- Spring Cush (SCUSH)
- Spring HCush (SHCUSH)

Optional Screw Packs

- TB* w/Self-Reaming and Tapping (TBSRT)
- Wood & Machine Screw (WMS)
- TB*; Wood & Machine Screw (TBWMS)
- TORX Machine Screw (TORX)
- TB* & TORX Machine Screw (TBTRX)
* Specify door thickness if other than
1-3/4".

Installation Accessories

- Plate, 4040XP-18
- Plate, 4040XP-18TJ
- Plate, 4040XP-18G
- Plate, 4040XP-18PA
- CUSH Shoe Support, 4040XP-30
- Blade Stop Spacer, 4040XP-61
- Auxiliary Shoe, 4040XP-62A
- PA Flush Panel Adapter, 4040XP-419

Special Template

- ST- _____

Table of sizes

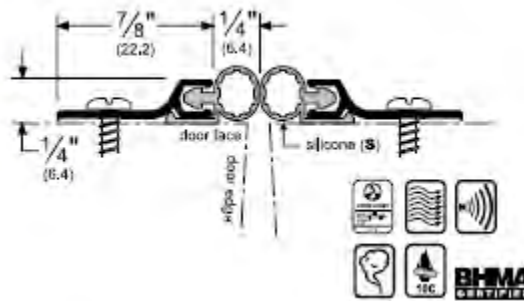
- 4040XP cylinders are adjustable from size 1 through size 6 and is shipped set to size 3
- Closing power of 4040XP Series closers may be adjusted 50%



Gasketing

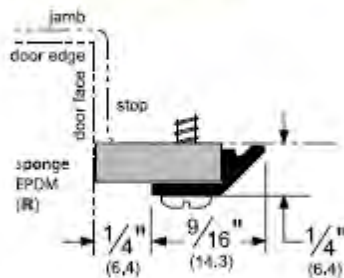
303_S

AVAILABLE FINISHES:
A, BDG, C, D, G, PW, SN
REPLACEMENT INSERT:
53 (BL, W)
ANSI: R3E734, R3E735



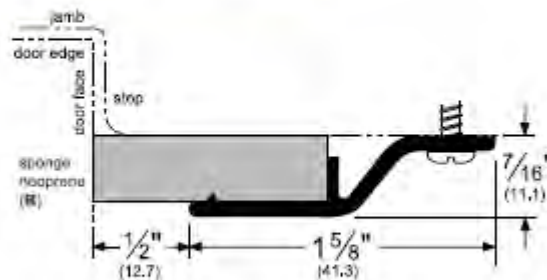
332_R

AVAILABLE FINISHES: C, D, G
REPLACEMENT INSERT: ER1 (BL)
ANSI: R3G164, R3G165

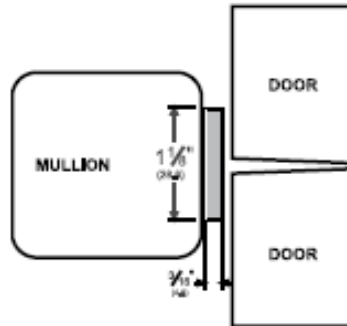
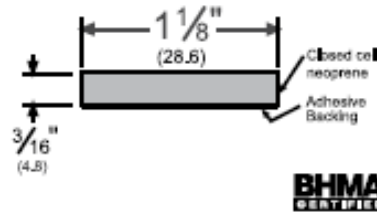


375_R

AVAILABLE FINISHES: B, C, D, G
REPLACEMENT INSERT: R4 (BL)
ANSI (alum): R3C164, R3C165

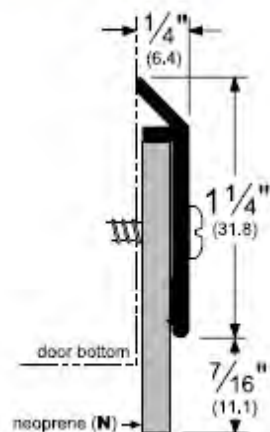


5110_
 AVAILABLE FINISH: BL
 AVAILABLE LENGTHS: 120"
 ANSI: R0C004



Door Bottoms

315_N
 AVAILABLE FINISHES: B, C, D, G, PW, SN
 REPLACEMENT INSERT: N8 (BL, GR)
 ANSI: R3B434, R3B435



Thresholds

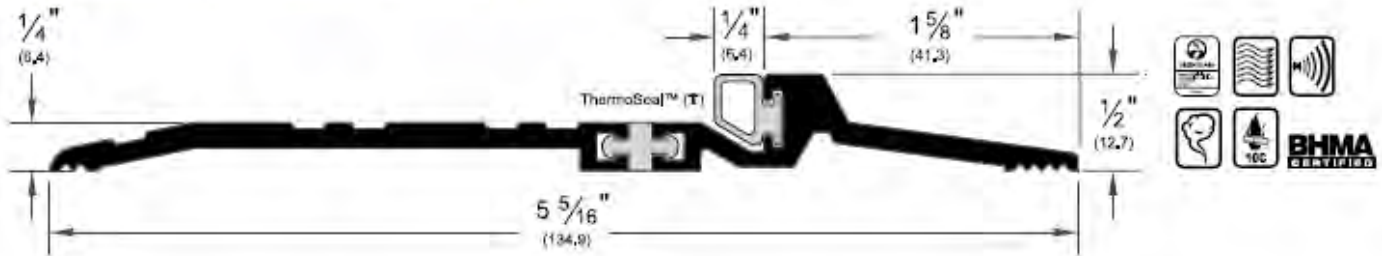
Thermal Barrier

273x224_FGT

AVAILABLE FINISHES: A, D, G

REPLACEMENT INSERT: TS (BL)

ANSI (aluminum): J36130, J36139, J36190, J36193



RM3410 Offset Pulls- Flat Ends



Part Number	Diameter	OA	Projection
RM3410	1"	Up to 96"	2-1/2"

Base Materials: Brass, Bronze, Stainless Steel

Options: For optional mid-post, suffix the product number with "MP" (example: RM3410MP). Over 96" available on select finishes

Ordering: Specify CTC and overall length



Lever Extension Flush Bolt No. 555

- Material:** Brass.
- Finishes:** Available in standard architectural finishes (see page 9).
- Fastener:** 8 ea. #8x $\frac{3}{4}$ " FH combo screws.
- Features:**
- For Fire Rated Hollow Metal Swinging Doors measuring up to 4'w x 10'h rated up to and including 3 Hours.
 - Fits ANSI A115 door and frame preparation.
 - $\frac{3}{4}$ " bolt throw, $\frac{3}{4}$ " rod backset.
 - 12" rod length (center of face to bolt end - retracted).
 - 1 $\frac{1}{2}$ " adjustable bolt head.
- Options:**
- Other size rods available are 18", 24", 36", 48".
 - Extra long bolt head- 2 $\frac{1}{2}$ " (or to your specification).
 - Use No. 570 Dust Proof Strike (shown on page E4) to prevent dirt blocking bottom strike.

No.	Size	Weight	ANSI A156.16
555	Face plate: 1"x6 $\frac{3}{4}$ " Strike: $\frac{3}{4}$ "x2 $\frac{1}{4}$ " Guide: 1"x2"	1.5 lbs./2	L04251

Dust Proof Strike No. 570



- Material:** Brass.
- Finishes:** Available in standard architectural finishes (see page 9).
- Fastener:** Adjustment nut.
Spanner wrench.
2 ea. #8x1 OH SMS, 2 ea. plastic anchors.
2 ea. #8-32x $\frac{3}{4}$ " OH MS, 2 ea. lead anchors.
- Features:**
- Works with all Rockwood manual and automatic flush bolts.
 - Removable face plate for use with thresholds.
 - Adjustable height for carpeted areas.

No.	Size	Weight	ANSI A156.16
570	Face plate: 1 $\frac{3}{8}$ "x2 $\frac{1}{8}$ " Barrel: $\frac{1}{8}$ " dia. x 2" depth	0.4 lbs.	L04021



Frame Hinge Filler Plate No. DFF4

- Material:** Steel
- Finishes:** Prime coat
- Fastener:** 2 ea. #12-24x 1/2" FH MS
- Other:** For 1 3/4" rabbet frames

No.	Size	Weight	Pack Quantity
DFF4	1 5/8" x 4 1/2"	6.8 lbs./25	25

SARGENT®

8200 Series Mortise Lock

The patented* SARGENT Mortise Locks are designed and constructed with high quality components to provide maximum security, performance and durability. These locks represent over a century of innovation and experience in manufacturing hardware and are the industry's benchmark for mortise locks: strong, durable, flexible, innovative and secure.

Specifications

- For Doors 1-3/4" (44mm) thick standard
- Backset 2-3/4" (70mm) only
- Outside Front Plate Brass, bronze or stainless steel. 8" (203mm) x 1-1/4" (31mm), ANSI/BHMA Standard A115.1
- Front adjustable at any angle from flat to beveled 1/8" (3mm) in 2' (51mm)
- Hubs for Knobs/Levers
 - 7800: sintered iron copper infiltrated
 - 8200: cold forged steel
 - R8200: investment cast steel
- Auxiliary Deadlatch is stainless steel and non-handed
- Specify hand on order; easily field reversible (if no hand is specified RH will be provided)
- Strike: Brass, bronze or stainless steel; ANSI Standard; curved lip, non-handed (strike box optional)
- Keys: Two, nickel silver (control key or emergency key must be ordered when required)
- Cylinder: Brass, size #41 (1-1/8") standard (except for Freewheeling, size #46 (1-3/4"))
- Can be masterkeyed or grand masterkeyed. Construction keying available. LA standard keyway
- Stile: 4-1/2" (114mm) minimum stile for 7800/8200/R8200, 4-3/4" (121mm) minimum stile for electrical function locks
- Door Prep: ANSI/BHMA A156.115 or A156.115W modified per template (see template)
- Warranty: 10 year limited warranty, 2 year limited warranty on electrified locks. Warranty limited to replacement of lockbody and/or components



Maximum Flexibility

- Fast and easy installation. Lock is easily re-handed without removing parts or opening the lock case
- Aesthetic design. Many escutcheon and lever styles available to match a wide range of styles
- Many standard architectural grade finishes, including Polished Nickel

Maximum Strength & Durability

- Certified to and exceeds ANSI/BHMA A156.13, Series 1000, Operational Grade 1 and Security Grade 1 with all standard trims
- Meets and exceeds ASTM F1577-95b paragraph 6.2 detention impact level 1 for deadbolt functions, level 3 for latchbolt only functions
- Exceeds cycle testing requirements by 14 times the ANSI/BHMA A156.13 Grade 1 standard
- Case: 12 gauge heavy duty wrought steel, zinc dichromate plated. Thickness 7/64" (3mm) (.109")
- 1/8" (.125) cold-rolled steel inside front holds lock securely in door
- Heavy duty wrought steel hubs and high carbon steel spring cartridge provide superior strength and cycle life for 8200 locks
- Latchbolt is stainless steel with 3/4" (19mm) projection one-piece, anti-friction reversible latch
- Deadbolt is one-piece hardened stainless steel with 1" (25mm) projection

Electrical Functions

SARGENT 8200 Electromechanical Mortise locks are designed to handle single opening, stand alone applications, or can be readily integrated into sophisticated access control systems. They meet ANSI/BHMA A156.13 Grade 1 requirements, are UL listed on fire doors, and satisfy industry standards for operating temperature, shock and fire hazard.

Featuring EcoFlex™ Technology*



- **Reduces energy consumption up to 96%, as certified by GreenCircle**
 - Lower operating costs
 - Assists with load reduction in optimizing energy performance credit in LEED
 - Reduces number of power supplies required
- **Field configurable to fail-safe or fail-secure**
- **Operates from 12-24VDC, offering greater flexibility in system design**
- **Innovative actuator design provides superior reliability**
 - Higher performance and reduced maintenance
 - Ability to have longer cable runs without negatively impacting lock function
 - Reduces risk of voltage drops and eliminates inductive kickback
 - Lower total cost of ownership

*Patent pending

Electrical Requirements for electromechanical functions:

Voltage: Operates from 12-24VDC Regulated. Full wave rectification installed inside the lockbody.

Current:

- Actuator draw = .015 Amp continuous
- Maximum (2) locks per 1 Amp power supply (1/2 Amp peak current draw)

Operating Temp.: Max. 151°F (66°C), Min -31°F (-35°C)

UL and CUL listed for use on Fire Doors

Warning:

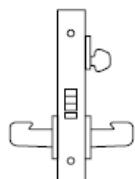
- **Do not** connect locks to a circuit sharing an additional electromagnetic device as the lock may be damaged
- Transient voltage must be suppressed at the source or before connecting with the lock
- Varistor rated at 35 volts (peak) may be used for transient voltage protection

Note: Opening the lockbody or the actuator replacement in the field by non-authorized personnel voids UL label and lock warranty

Electromechanical Functions

70 Electrical (Fail Safe) 71 Electrical (Fail Secure)

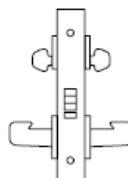
8200 & R8200



- 70 function — Power ON, locks outside lever
- 71 function — Power ON, unlocks outside lever
- Specify voltage: 12VDC or 24VDC (operates from 12-24VDC)
- Key outside retracts latchbolt
- Lever outside retracts latchbolt, except when locked
- Lever outside can only be locked electronically
- Lever inside always retracts latchbolt
- Auxiliary deadlatch

72 Electrical (Fail Safe) 73 Electrical (Fail Secure)

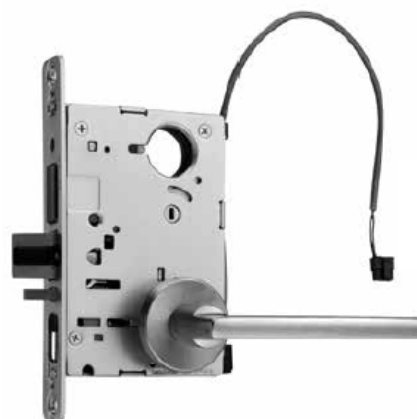
8200 & R8200



- 72 function — Power ON, locks both levers
- 73 function — Power ON, unlocks both levers
- Specify voltage: 12VDC or 24VDC (operates from 12-24VDC)
- Key on either side retracts latchbolt
- Lever from either side retracts latchbolt, except when levers are locked
- Both Levers can only be locked & unlocked electronically
- Levers can not be locked separately, only together
- Auxiliary deadlatch

Electrified Mortise Locks with Standard Monitoring Options

- Single Pole Double Throw (SPDT) type C switches
- **RX- option — Request-to-Exit or Enter Signaling Switch**
 - Two switches mounted internally in lockbody that provide independent monitoring of inside and outside lever rotation
 - Available in all functions with non rigid levers
 - Not available for the following options: 1-, 3P, 74
 - Not available for the following trims: LS or FE
- **LX- option — Latchbolt Monitor**
 - Single switch mounted within lockbody signaling latchbolt position
 - Available for all non deadbolt functions
 - Not available with DX
- **DX- option — Deadbolt Monitor**
 - Switch mounted internally in lockbody that indicates deadbolt position
 - Not available for the following options: 3P-, 74 or LX
 - Available in all deadbolt functions



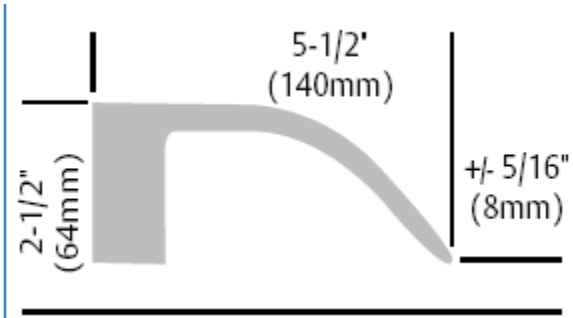
Hardwiring Made Easy™



Trim

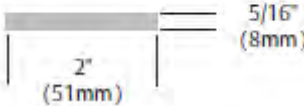


P

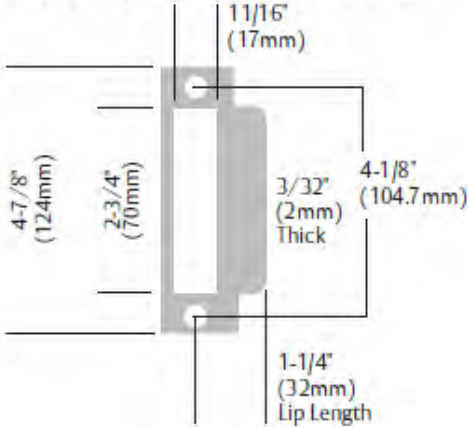


LN Rose Design

- Rose: LN-Heavy wrought



Curved Lip Strike (Standard)



77-1141 Wrought Box Strike



- For both curved and flat lip strikes
- Optional: Specify WBS- when ordering with lock

The Securitron TSB-C Door Cord is the simplest and most economical solution for power transfer between a door frame and the door.

Designed with an armored stainless steel cable and mounting caps for ease of installation.



Features

Standard Features

- Flexible armored stainless steel cable conduit with plastic end caps
- Maximum flexibility for installation site on door/frame
- Include both gray and black end caps
- Interior diameter: 1/4" [6mm]
- MagnaCare® lifetime replacement, no-fault, no questions asked warranty

Optional Features

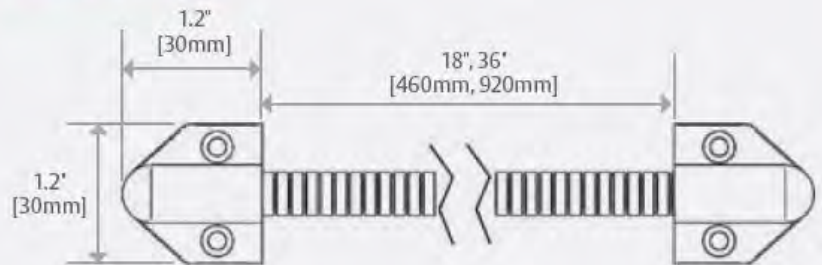
- Product Options
 - 18 18" [460mm] length
 - 36 36" [920mm] length

Specifications

Shipping Weight

- 0.10 lbs [0.05kg]

Dimensions

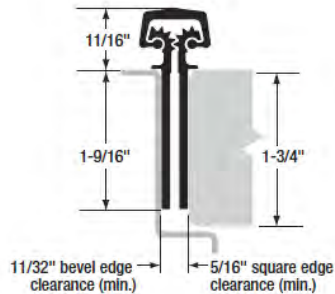


How to Order

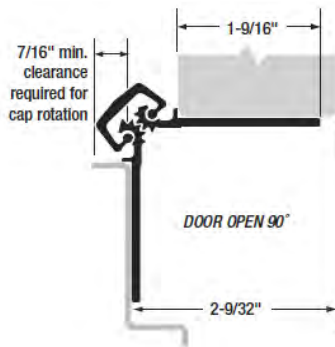
Model Series	Size
TSB-C	XL
TSB-C Door Cord	(blank) 18"
	XL 36"

SELECT HINGES

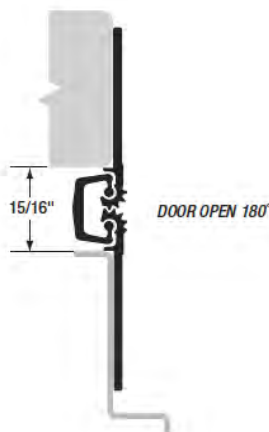
SL11 Concealed Geared Continuous Hinge



DOOR CLOSED



DOOR OPEN 90°



DOOR OPEN 180°

MATERIAL: Extruded 6063 T6 aluminum alloy with self-lubricating polyester thrust bearings.

LENGTHS: 83", 85", 95" and 120" lengths standard for nominal door heights. Custom lengths are available.

LOAD/FREQUENCY RATINGS: For 1-3/4" doors. 48" max. door width in 16 gauge hollow metal (min.) or 1/8" aluminum (min.).

Standard Duty — Tested per BHMA standards for medium-frequency doors up to 200 lb. without frame or door reinforcement.

Heavy Duty — Tested per BHMA standards. Up to 200 lb. doors (high-frequency) and up to 400 lb. doors (medium-frequency) without frame or door reinforcement; up to 600 lb. doors (low-frequency) with the use of Rivnuts in the frame and door.

Heavy Duty (LL) — Our HD hinge with additional fastener holes for low-frequency doors up to 1,000 lb., including most lead-lined doors. Rivnuts are recommended in the frame and door on extremely high, extremely heavy or wide doors.

FINISHES: All SL11 hinges are stocked in 204R1 Clear (.4-.7 mil) AA-M12C22A31 and 215R1 Dark Bronze (.7 mil and thicker) AA-M12C22A44 anodized aluminum. Custom anodized or painted finishes are available. Product painted or anodized in the field voids the SELECT hinge warranty.

CLOSERS: Conventional overhead surface, concealed sliding arm overhead or floor closers may be used with SELECT hinges. Pivot-type floor closers (with a fixed, conflicting center pivot) must be replaced.

ORDER: Specify length, finish and standard duty (SD), heavy duty (HD) or heavy duty with additional fastener holes (LL). Also, specify door and frame screw applications. 12-24 x 3/4" self-drilling, thread-forming 410SS Phillips undercut flathead screws are provided as a standard pack unless otherwise specified. Wood and thread-forming screws also available. Security screws optional at extra cost.

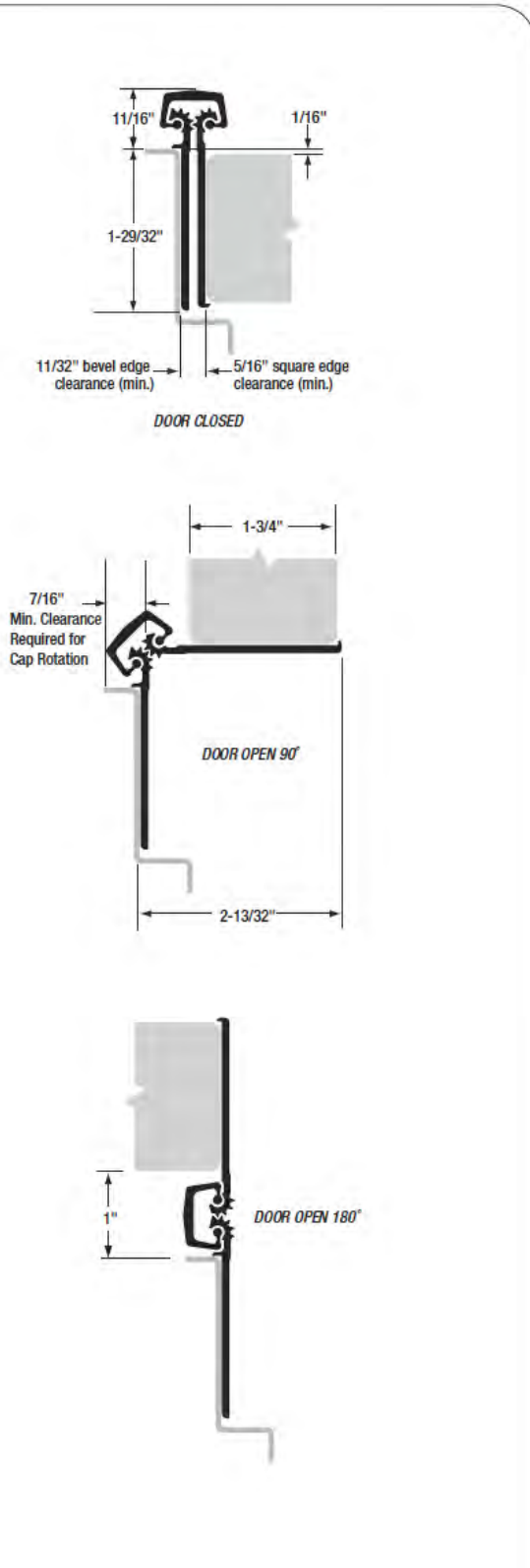
BHMA CERTIFICATION: SL11SD, SL11HD and SL11LL geared continuous hinges conform to BHMA Standard ANSI/BHMA A156.26-2006 Grade 1.



SL11 HINGE SCREW COUNT		
HINGE LENGTH & DUTY RATING	DOOR SCREWS	FRAME SCREWS
79" HD	19	19
83" SD/HD	19	19
85" SD/HD	19	19
95" SD/HD	21	21
120" SD/HD	23	23
83" LL	26	26
85" LL	26	26
95" LL	30	30
120" LL	34	34

EPT (Electric Power Transfer) Cutout for Von Duprin EPT2, EPT10 or PNT1

SL24 Concealed Geared Continuous Hinge



MATERIAL: Extruded 6063 T6 aluminum alloy with self-lubricating polyester thrust bearings.

LENGTHS: 83", 85", 95" and 120" lengths standard for nominal door heights. Custom lengths are available.

LOAD/FREQUENCY RATINGS: For 1-3/4" doors. 48" max. door width in 16 gauge hollow metal (min.) or 1/8" aluminum (min.).

Standard Duty – Tested per BHMA standards for medium-frequency doors up to 200 lb. without frame or door reinforcement.

Heavy Duty – Tested per BHMA standards. Up to 200 lb. doors (high-frequency) and up to 400 lb. doors (medium-frequency) without frame or door reinforcement; up to 600 lb. doors (low-frequency) with the use of Rivnuts in the frame and door.

Heavy Duty (LL) – Our HD hinge with additional fastener holes for low-frequency doors up to 1,000 lb., including most lead-lined doors. Rivnuts are recommended in the frame and door on extremely high, extremely heavy or wide doors.

FINISHES: All SL24 hinges are stocked in 204R1 Clear (.4-.7 mil) AA-M12C22A31 and 215R1 Dark Bronze (.7 mil and thicker) AA-M12C22A44 anodized aluminum. Custom anodized or painted finishes are available. Product painted or anodized in the field voids the SELECT hinge warranty.

CLOSERS: Conventional overhead surface, concealed sliding arm overhead or floor closers may be used with SELECT hinges. Pivot-type floor closers (with a fixed, conflicting center pivot) must be replaced.

ORDER: Specify length, finish and standard duty (SD), heavy duty (HD) or heavy duty with additional fastener holes (LL). Also, specify door and frame screw applications. 12-24 x 3/4" self-drilling, thread-forming 410SS Phillips undercut flathead screws are provided as a standard pack unless otherwise specified. Wood and thread-forming screws also available. Security screws optional at extra cost.

BHMA CERTIFICATION: SL24SD, SL24HD and SL24LL geared continuous hinges conform to BHMA Standard ANSI/BHMA A156.26-2006 Grade 1.



SL24 HINGE SCREW COUNT		
HINGE LENGTH & DUTY RATING	DOOR SCREWS	FRAME SCREWS
79" HD	19	19
83" SD/HD	19	19
85" SD/HD	19	19
95" SD/HD	21	21
120" SD/HD	23	23
83" LL	26	26
85" LL	26	26
95" LL	30	30
120" LL	34	34

EPT (Electric Power Transfer) Cutout for Von Duprin EPT2, EPT10 or PNT1

VON DUPRIN®

33A/35A Rim device



33A and 35A for all types of single and double doors with mullion, UL listed for panic exit hardware. Devices are ANSI A156.3 – 2014 Grade 1. The 35A has a smooth mechanism case and the 33A has grooved case. The rim device is non-handed except when the SS (signal switch) option is used. See opposite page for available outside trim and device functions.

33A/35A fits door stiles as narrow as 1 3/4" (44mm). Newly designed device has a one piece center case cover.

Finishes – US3, US4, US10, US15 (35A Only) US26, US26D, US26D-AM, US28, 313 and 315.



1439 Roller ships standard, optional strikes available



299 Strike needs to be specified for Hollow Metal Frames

Specifications

Device lengths	3' 2' 4" to 3' (711mm to 914 mm) Door size 4' 2' 10" to 4' (864 mm to 1219 mm) Door size
Device centerline from finished floor	39 13/16" (1011 mm) 39 11/16" (1008 mm) with Mullion
Center case dimensions	8 3/16" x 1 9/16" x 2 13/32" (208mm x 40mm x 62mm)
Mechanism case dimensions	2 1/4" x 2 1/4" (57mm x 57mm)
Projection	Pushbar Neutral – 3 9/16" (97 mm) Pushbar Depressed – 3 1/16" (78 mm)
Latch bolt	Deadlocking, 3/4" (19mm) throw
Fasteners & sex bolts (SNB)	Includes 1 3/4" (44mm) – 2 1/4" (57mm) wood & metal doors #425 SNB furnished standard for end case #325 SNB furnished standard for EO (exit only device)
Electric options	ALK Alarm kit CX Chexit delayed exit EL Electric latch retraction HD-EL Electric latch retraction with hex dogging QEL Quiet electric latch retraction RX Request to exit, WP-RX waterproof option LX Latchbolt monitoring LX-RX Request to exit / latchbolt monitoring RX-LC, LX-LC, LX-RX-LC Low current option for RX, LX, LX-RX SS Signal switch CON Allegion Connect
Mechanical options	AX Accessible device
Miscellaneous options	GBK Glass bead kit PN Pneumatic SG Safety glow SEC Security screws SNB Sex bolts
Dogging feature	Hex Dogging standard CD Cylinder dogging LD Less dogging
Strikes	1439 – Dull black Optional strikes

QEL Quiet electric latch retraction <ul style="list-style-type: none"> • Bolt retraction via switch • Converts exit door to push-pull operation 	AX Accessible device <ul style="list-style-type: none"> • UL certified to meet new 5 lb. maximum operating force requirement • Exceeds ANSI/BHMA requirements
CX Chexit delayed exit <ul style="list-style-type: none"> • Meets NFPA 101 requirements • Self-contained controls, locking, alarm 	ALK Alarm exit kit <ul style="list-style-type: none"> • Unauthorized opening triggers 85-decibel horn • Set in armed or disarmed mode by key
EL Electric latch retraction <ul style="list-style-type: none"> • Enables remote unlatching • Alternative to manual dogging 	RX Pushpad monitor switch <ul style="list-style-type: none"> • Signals use of an opening • SPDT switch to monitor pushpad
E (E360L) Electric lever trim <ul style="list-style-type: none"> • Electrified remote locking/unlocking • Fail safe & fail secure options available • No key override 	CON Allegion Connectors <ul style="list-style-type: none"> • Common connectors to connect various door hardware all the way to the power supply
PN Pneumatic latch retraction <ul style="list-style-type: none"> • For areas where electrical devices banned • Special linkage for mechanical or pneumatic dogging 	CD Cylinder dogging <ul style="list-style-type: none"> • Replaces hex key dogging • Requires standard 1 1/4" mortise cylinder

Nomenclature – how to order

		EL	33	27A	-L	-16	-F	LBR	3'	US3	RHR
CD	Cylinder dogging - panic only										
CX	Chexit delayed egress										
EL	Electric latch retraction										
HD-EL	Electric latch retraction with hex dogging										
QEL	Quiet electric latch										
HH	Hurricane										
LD	Less dogging										
LX	Latchbolt monitoring										
LX-LC	Latch bolt monitor low current										
LX-RX	Latchbolt monitor / request to exit										
LX-RX-LC	Latchbolt monitor / request to exit low current										
PL	Pullman latch										
PN	Pneumatic										
RX	Request to exit										
RX-LC	Request to exit low current										
RX2	Request to exit double switch										
SS	Signal switch										
AX	Accessible device										
WP-RX	Waterproof request to exit										
35A	Series 35A-smooth										
33A	Series 33A-grooved										
A	Rim device										
27A	Surface mounted vertical rod device										
47A	Concealed vertical rod device										
48A	Concealed vertical rod device										
49A	Concealed vertical cable device										
DT	Dummy trim										
EO	Exit only										
L	Lever (classroom)										
L-BE	Lever-blank escutcheon (passage)										
L-DT	Lever-dummy trim										
L-NL	Rigid Lever - Night latch (key retracts latchbolt)										
NL	Night latch (key retracts latchbolt)										
NL-OP	Night latch cylinder assembly – optional pull										
T	Thumbturn										
TL	Turn Lever										
T-BE	Thumbturn-blank escutcheon										
TL-BE	Turn Lever-blank escutcheon (Passage)										
XX	Lever Style 06 standard Optional 01, 02, 02KN, 03, 03KN, 05, 06KN, 07, 12 (handed), 16, 17, 17KN, 18, ACC, AST, MER, STA										
F	Fire Exit Device - Rim, 27A, 47A, 48A, 49A Only										
LBR	Less Bottom Rod										
LBL	Less Bottom Latch										
ALK	Standard Alarm Kit										
ALK-AR1	Auto-Reset 1 1/2 minute alarm kit										
ALK-AR3	Auto-Reset 3 minute alarm kit										
ALK-AR6	Auto-Reset 4 1/22 minute alarm kit										
CON	Allegion Connect										
2'	2' Device (2' Door Size) 27A, 47A or 49A only										
3'	3' Device (2' 4"– 3' Door Size)										
4'	4' Device (2' 10"– 4' Door size)										
Finishes	US3, US4, US10, US15 (35A only), US26, US26D, US26D-AM, US28, 313, 315										
HR	Handing – RHR or LHR										

98/99 Rim exit device



The 299 Strike ships standard, optional strikes available

Hex key dogging comes standard on 98/99 Rim exit devices



98 and 99 Rim exit devices for all types of single and double doors with mullion, UL listed for panic exit hardware. Devices are ANSI A156.3 – 2014 Grade 1. The 98 device has a smooth mechanism case and the 99 device has a grooved case. The rim device is non-handed except when the following device options are used: SD (special dogging), -2 (double cylinder) or SS (signal switch). See Opposite page for available outside trim and device functions. Covers stock hollow metal doors with 86 or 161 cutouts on single doors (may cover cutouts on pairs – consult template).

Finishes – US3, US3A, US4, US4A, US10, US26, US26D, US26D-AM Antimicrobial, US28, 313, 315 & 643E. US15 and US32D available with 98 Series only.

Specifications

Device functions	Device ships EO/DT/NL. Field selectable. For TP, K or L remove NL drive screw from device.	
Device lengths	3' 2'4" to 3' (711mm to 914 mm) Door size	4' 2'10" to 4' (864 mm to 1219 mm) Door size
Device centerline from finished floor	39 7/8" (1011 mm) 39 1/8" (1008 mm) with mullion	
Center case dimensions	8" x 2 1/4" x 2 1/8" (203mm x 70mm x 60mm)	
Mechanism case dimensions	2 1/4" x 2 1/8" (57mm x 57mm)	
Projection	Pushbar neutral – 3 3/8" (97 mm) Pushbar depressed – 3 1/8" (78 mm)	
Latch bolt	Deadlocking, 3/4" (19mm) throw	
Fasteners & sex bolts (SNB)	Includes screw pack for 1 1/2" (44mm) and 2 1/8" (57mm) thick metal or wood doors. Optional 425 SNB available, see page 9 for quantities.	
Electric options	LX	Latchbolt monitor switch
	RX	Pushpad monitor switch
	RX2	Double pushpad monitor switch
	E	Electric locking & unlocking trim
	EL	Electric latch retraction
	QEL	Quiet electric latch retraction
	SS	Signal switch
	CX	CheXit delayed exit
	ALK	Alarm exit kit
	WP-RX	Waterproof request to exit
	CON	Allegion Connect
Mechanical options	-2	Double cylinder
	AX	Accessible device
	GBK	Glass bead kit
	PN	Pneumatic latch retraction
	XP	Extra protection
	SNB	Sex bolts
	SEC	Security screws
Dogging feature	Hex key dogging standard	
Dogging options	CD	Cylinder dogging
	SD	Special center case dogging
	LD	Less dogging
	DI	Dogging indicator
	CI	Cylinder dogging indicator
Strikes	299 – Dull black	

XP

Extra protection

- 90° latch-to-strike contact
- Force resistance of 2,000+ lbs.

CD

Cylinder dogging

- Replaces hex key dogging
- Requires 1 1/2" mortise cylinder with inverted cam

QEL

Quiet electric latch retraction

- Bolt retraction via switch
- Converts exit door to push-pull operation

RX

Pushpad monitor switch

- Signals use of an opening
- SPDT switch to monitor pushpad

CX

CheXit delayed exit

- Meets NFPA 101 requirements
- Self-contained controls, locking, alarm

AX

Accessible device

- UL certified to meet new 5 lb. maximum operating force requirement
- Exceeds ANSI/BHMA requirements

EL

Electric latch retraction

- Enables remote unlatching
- Alternative to manual dogging

ALK

Alarm exit kit

- Unauthorized opening triggers 85-decibel horn
- Set in armed or disarmed mode by key

PN

Pneumatic latch retraction

- For areas where electrical devices banned
- Special linkage for mechanical or pneumatic dogging

CON

Allegion Connectors

- Common connectors to connect various door hardware all the way to the power supply

Nomenclature – how to order

None	Standard	EL	99	27	-L	-16	-F	LBR	3'	US3	RHR
SD	Special dogging R/VR - panic only										
CD	Cylinder dogging - panic only										
CX	Chexit										
E	Electric locking mortise/lever										
QEL	Quiet electric latch retraction										
EL	Electric latch retraction										
LX	Latch bolt monitoring										
RX	Request to exit										
RX2	Double request to exit										
SS	Signal switch										
AX	Accessible device										
PL	Pullman latch										
PN	Pneumatic latch retraction										
WS	Surface vertical rod exit device										
XP	Heavy protection - rim										
WS	Tornado & hurricane tested										
98	Series 98-smooth										
99	Series 99-grooved										
None	Rim device										
27	Surface mounted vertical rod device										
47	Concealed vertical rod device										
47WDC	Concealed vertical rod wood door device										
48	Concealed vertical rod device										
49	Concealed vertical cable device										
49WDC	Concealed vertical cable wood door device										
57	Three-point latch device										
75	Mortise lock device										
AD	AD Trim (to come from client)										
DT	Dummy trim										
EO	Exit only										
HL	Hospital pull trim										
K	Knob										
K-BE	Knob - blank escutcheon										
K-DT	Knob, rigid - dummy trim										
K-NL	Knob, rigid - night latch										
L	Lever (classroom)										
L-BE	Lever - blank escutcheon										
L-DT	Lever, rigid - dummy trim										
L-NL	Lever, rigid - night latch										
NL	Night latch										
NL-OP	Night latch cylinder assembly, optional pull										
TL	Turn lever										
TL-BE	Turn lever - blank escutcheon										
TP	Thumbpiece										
TP-BE	Thumbpiece - blank escutcheon										
XX	Lever style 06 standard Optional 01, 02, 03, 05, 07, 12 (Handed), 16 (Omega), 17, 18, Accent, Asti, Merano, St. Annes										
F	Fire exit device										
-2	Double cylinder (rim & mortise only)										
LBR	Less bottom rod										
LBL	Less bottom latch										
SG	Safety glow (luminescent) touchpad										
ALK	Alarm kit										
ALK-AR1	Auto-reset 1 1/2 minute alarm kit										
ALK-AR3	Auto-reset 3 minute alarm kit										
ALK-AR6	Auto-reset 4 1/2 minute alarm kit										
CON	Allegion Connect										
2'	2' Device (2' door size) 27, 47 or 49 only										
3'	3' Device (2' 4"- 3' door size)										
4'	4' Device (2' 10"- 4' door size)										
Finishes	US3, US4, US10, US26, US26D, US28, 313, 315 US32D – 98 ONLY -AM Antimicrobial (available US26D and US32D)										
-LHR	Left hand reverse										
-RHR	Right hand reverse										

Vandal Resistant Trim

VR910 & VR914 Series

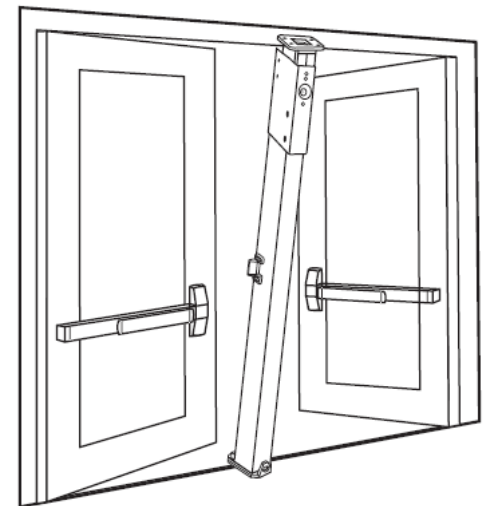
Features:

- Stainless Steel construction, 11 gage (0.120" thick)
- Thru-bolts and rugged mounting screws for maximum fastening strength.
- 10-24 screws supplied with VR910 & VR914 models.
- Built-in lock protector prevents vandalism to mortise latchbolt (available on certain models).
- Extra-tough stainless steel cylinder collar prevents pipe wrench or similar tool from damaging cylinder. Tapered design prevents side impacts from transferring directly to cylinder. Collar spins freely.
- Furnished with mounting screws for door thicknesses of 1¾" to 2¼"
- Finish: US32D
- VR910 grip coated in black plastisol for softer touch and resilience to temperature extremes. Grip designed for comfortable operation.
- VR914 grip in all stainless steel.
- Meets ANSI/BHMA 156.13, Trim Security Test and California State Accessibility Standards Title 24.



Model	For Use With	Size
VR910DT & VR914DT	98/99 Rim or Vert. Rod Device	5¼" (133mm) w x 11" (279mm) h
VR910NL & VR914NL	98/99 Rim or Vert. Rod Device	5¼" (133mm) w x 11" (279mm) h
VR910M-DT & VR914M-DT	9875/9975 Mortise Device	7¼" (184mm) w x 11" (279mm) h
VR910M-NL & VR914M-NL	9875/9975 Mortise Device	7¼" (184mm) w x 11" (279mm) h

KR – Keyed Removable Steel Mullions makes removal faster and easier by a single operation of the mortise cylinder. Once mullion is removed, large equipment or furniture can freely pass through the opening. The unit will self lock when re-installed, without use of the cylinder key. Uses a 1¼" mortise cylinder with a straight cam (Schlage cam reference B502-191). Cylinders are sold separately. Prefix mullion model with "KR".



4954 Prepared for 264 or 299 strikes. For use with all Von Duprin Panic rim devices. **Note: specify strike choice with device.**

154 Stabilizer is a two-piece interlocking set. One piece mounts on the mullion with the top mounting hole 5⅜" (148mm) below the centerline of the strike; the other piece mounts on the door. Shims are provided to adjust for misalignment between the door and mullion.



Electric Strikes



6111

Electric strike for use with rim exit devices on single doors or double doors with mullion applications (hollow metal, aluminum or wood). Designed to replace Von Duprin 3031. Specify if using with 55 rim devices.

Electrical Power Transfer

Electric Power Transfer provides a means of transferring electrical power from a door frame to the edge of a swinging door. The units are completely concealed when the door is in the closed position, and are ideally suited for installations involving abuse or heavy traffic.

Two models are available; EPT-2, two 18 gauge wires and EPT-10, ten 24 gauge wires.

The EPT-2 and EPT-10 are UL listed as "miscellaneous door accessory."

SPECIFICATIONS	
Housing	— 9" x 1 1/4" x 1 1/4" (229mm x 32mm x 38mm)
EPT-2	— Two 18 gauge wires Up to 2 amps @ 24VDC, with a 16 amps maximum surge
EPT-10	— Ten 24 gauge wires, up to 1 amp @ 24VDC, with a 16 amps maximum surge
PNT-1	— 1/2" Tubing

TO ORDER, SPECIFY:

1. EPT-2, EPT-10 or PNT-1
2. Finish, SP28 or SP313



UL Listed as "Miscellaneous" Fire Door Accessory" GVUX

ZERO


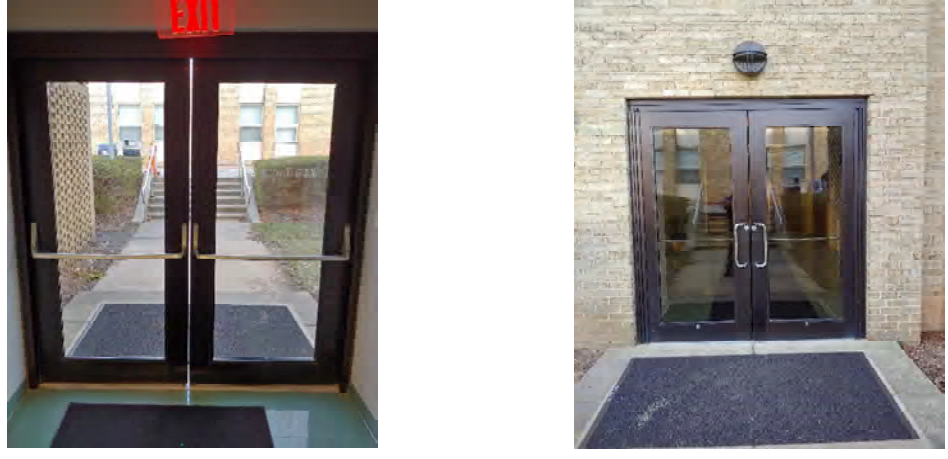
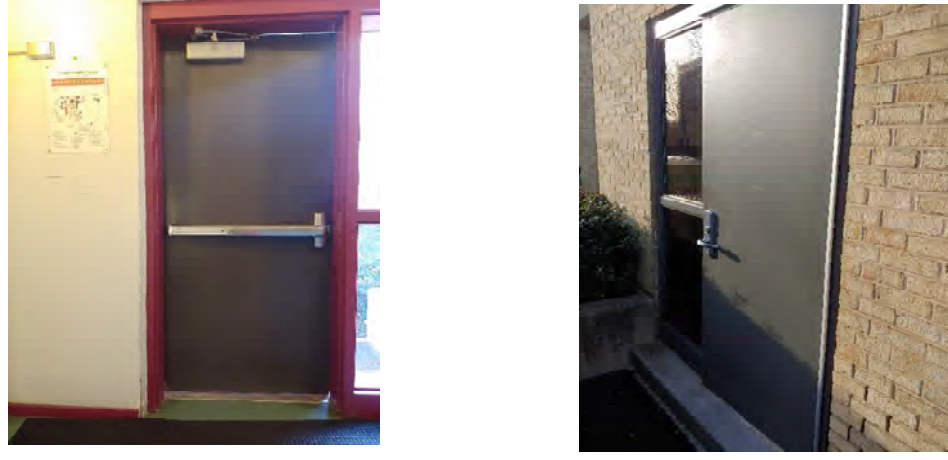
mounting brackets





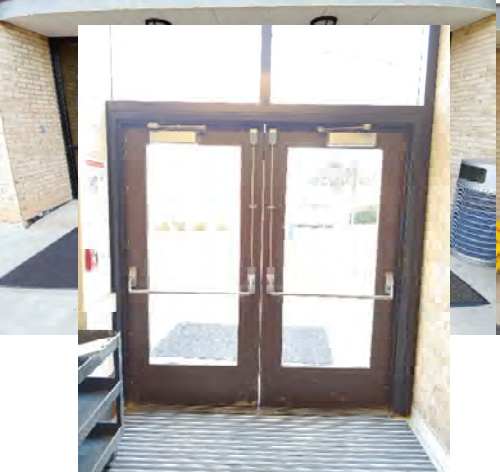
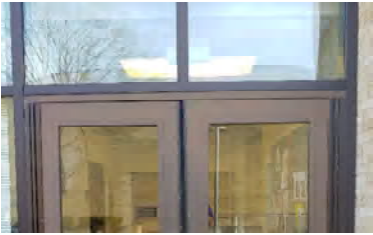



328SPB

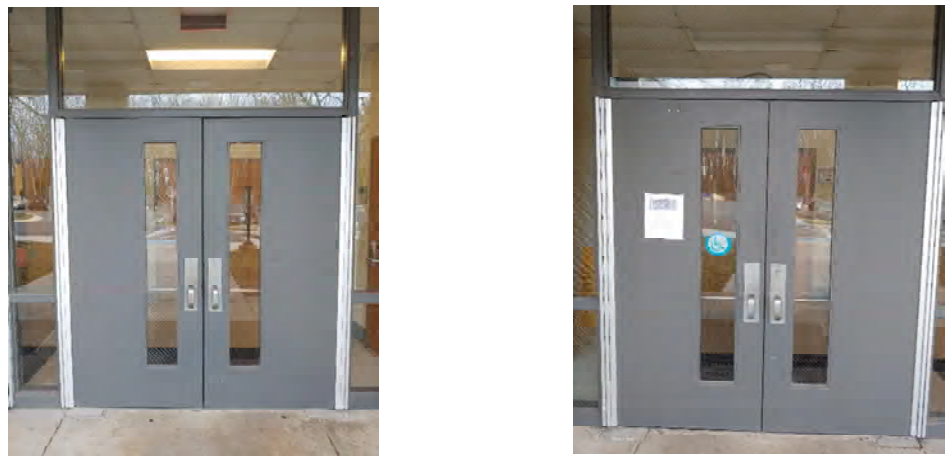







RV HARDWARE SET & PRODUCT DATA

Location	Door			Single Door	Double Door	Door Type		Current Door Hardware	New Door Hardware Needed		Photo Name	Photos
	Height	Width	Handing			HM	Store Front		Yes	No		
CC126 Loading Dock	83 -1/4	29-7/8	LHR		x	x		Von duprin 99 Rim Exit Device	x		CC126(1).jpg & CC126(2).jpg	
	83 -1/4	29-7/8	RHR		x	x		Von duprin 99 Rim Exit Device	x			
TA115 Entry	83-1/4	35-3/4	LHR		x		x	Adamsrite Concealed Vertical Rod Exit Device	x		TA115(1).jpg & TA115(2).jpg	
	83-1/4	35-3/4	RHR		x		x	Adamsrite Concealed Vertical Rod Exit Device	x			
TA Stair1 Exit	83-1/8	35-1/2	RHR	x			x	Von duprin 99 Rim Exit Device	x		TASTair1(1).jpg & TASTair1(2).jpg	

Location	Door			Single Door	Double Door	Door Type		Current Door Hardware	New Door Hardware Needed		Photo Name	Photos
	Height	Width	Handing			HM	Store Front		Yes	No		
TA Stair2 Exit	83-1/8	35-1/2	RHR	x		x		Whole opening needs to be replaced due to rusting. See image			TASTair2(1).jpg & TASTair2(2).jpg	 
TA145 Entry	83-1/8	36	LHR		x		x	Adamsrite Concealed Vertical Rod Exit Device	x		TA145(1).jpg & TA145(2).jpg	 
	83-1/8	35-3/4	RHR		x		x	Adamsrite Concealed Vertical Rod Exit Device	x			
AR123 Entry	83-1/8	35-3/4	RHR		x	x		Von Duprin 88 Vertical Rod Exit Device	x		AR123(1).jpg & AR123(2).jpg	 
	83-1/8	35-3/4	LHR		x	x		Von Duprin 88 Vertical Rod Exit Device	x			
AR124 Entry	83	35-3/4	RHR		x	x		Von Duprin 88 Vertical Rod Exit Device	x		AR124(1).jpg & AR124(2).jpg	 

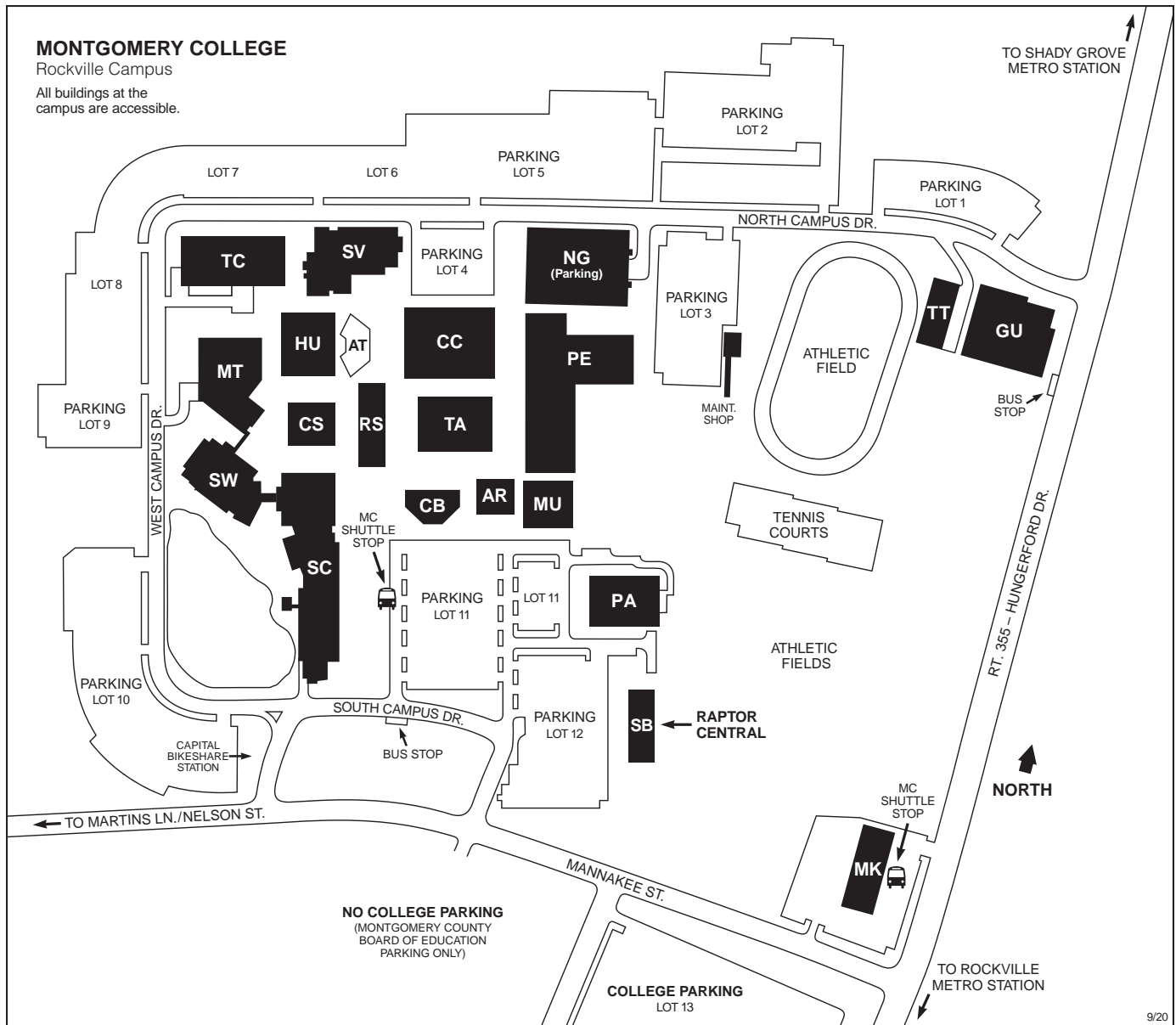
Location	Door			Single Door	Double Door	Door Type		Current Door Hardware	New Door Hardware Needed		Photo Name	Photos
	Height	Width	Handing			HM	Store Front		Yes	No		
AK124 Entry	83	35-3/4	LHR		x	x		Von Duprin 88 Vertical Rod Exit Device	x		AK124(1).jpg & AK124(2).jpg	
CS035 Entry	83-1/4	35-3/4	LHR		x	x		Corbin Rim Exit Device	x		CS035(1).jpg & CS035(2).jpg	
	83-1/4	35-3/4	RHR		x	x		Corbin Rim Exit Device	x			
CS031 Entry	83-1/4	35-3/4	LHR		x	x		Yale Rim Exit Device	x		CS031(1).jpg & CS031(2).jpg	
	83-1/4	35-3/4	RHR		x	x		Yale Rim Exit Device	x			
TC132 Entry	83-1/4	35-3/4	RHR		x	x		Sargent Rim Exit Device	x		TC132(1).jpg & TC132(2).jpg &	
	83-1/4	35-3/4	LHR		x	x		Sargent Rim Exit Device	x			

Location	Door			Single Door	Double Door	Door Type		Current Door Hardware	New Door Hardware Needed		Photo Name	Photos
	Height	Width	Handing			HM	Store Front		Yes	No		
TC132 Entry	83-1/4	35-3/4	RHR		x		x	Sargent Rim Exit Device	x		TC132(3).jpg & TC132(4).jpg	
	83-1/4	35-3/4	LHR		x		x	Sargent Rim Exit Device	x			
TT Breezeway	79-1/4	33-3/4	LHR		x		x	Sargent Rim Exit Device	x		TT Breezeway(1).jpg & TT Breezeway(2).jpg	
	79-1/4	33-3/4	RHR		x		x	Sargent Rim Exit Device	x			
GU102 Entry	82-3/4	35-3/4	RHR	x			x	Adamsrite Concealed Vertical Rod Exit Device	x		GU102(1).jpg & GU102(2).jpg	
	82-3/4	35-3/4	LHR		x		x	Adamsrite Concealed Vertical Rod Exit Device	x			
	82-3/4	35-3/4	RHR		x		x	Adamsrite Concealed Vertical Rod Exit Device	x			

Location	Door			Single Door	Double Door	Door Type		Current Door Hardware	New Door Hardware Needed		Photo Name	Photos
	Height	Width	Handing			HM	Store Front		Yes	No		
	82-3/4	35-3/4	LHR	x			x	Adamsrite Concealed Vertical Rod Exit Device	x			
SB124 Stair Entry	79	35-3/4	RHR		x	x		Von duprin 99 Rim Exit Device	x		SB124(1).jpg & SB124(2).jpg	 
	79	35-3/4	RHR		x	x		Von duprin 99 Rim Exit Device	x			

MONTGOMERY COLLEGE

Rockville Campus



Rockville Campus
51 Mannakee Street
Rockville, MD 20850
240-567-5000; TTY 301-294-9672
montgomerycollege.edu

For updates to campus maps, visit
montgomerycollege.edu/maps

Legend of Campus Buildings *(as of September 2020)*

- AR Paul Peck Art Building
- AT Amphitheatre
- CB Counseling and Advising Building
- CC Campus Center
 - Bookstore
 - Cafeteria
 - Student Life Office
 - Workforce Development and Continuing Education (WDCE)
- CS Computer Science Building
- GU Homer S. Gudelsky Institute for Technical Education
- HU Humanities Building

- MK Mannakee Building
 - Center for Training Excellence
 - Counseling and Advising
 - Disability Support Services
- MT Gordon and Marilyn Macklin Tower
 - Library
- MU Music Building
- NG North Garage (Parking)
- PA Robert E. Parilla Performing Arts Center
- PE Physical Education Center
- RS Student Services Building
 - Financial Aid Office
 - Records and Registration Office

- SB South Campus Instruction Building
 - Raptor Central (Admissions, Enrollment, Visitor Services)
- SC Science Center
- SV Long Nguyen and Kimmy Duong Student Services Center
 - Public Safety Office
- SW Science Center West
- TA Theatre Arts Building
- TC Technical Center
- TT Interim Technical Training Center

HARDWARE FINISHES

- A. All exposed hardware except surface closers and continuous hinges shall be satin chrome plated, ANSI/BHMA 626/US26D.
 - a. Surface closers shall be factory-finished to match satin chrome.
 - b. Continuous hinges on hollow metal doors shall be factory-finished to match satin chrome.
 - c. Continuous hinges on aluminum doors shall be factory-finished to match storefront.
 - d. Items of hardware not available chrome plated shall be furnished in satin stainless steel, ANSI/BHMA 630/US32D.

KEYING

- A. General: Key system shall be as directed by the Owner. Keying is the responsibility of the Contractor; and shall be performed by the cylinder supplier.
 - 1. All cylinders shall be Corbin Russwin 6-pin interchangeable core and shall operate on the existing Montgomery College/Rockville Campus Master-Key System utilizing the Corbin Russwin "N6" Keyway.
 - 2. Cylinders shall be construction master keyed. Equip all cylinders with brass color-coded, temporary cores for use during construction and for testing the hardware; plastic cores are prohibited.
- B. Keys: Provide keys of nickel silver only in the following quantities:
 - 1. Change Keys: Three per cylinder.
 - 2. Construction Master Keys: Five.
 - 3. Control keys (for removal of cores): Ten - six permanent and four temporary/construction.
- C. Identification:
 - 1. Stamp all change keys with keyset symbol (VKC), but do not stamp with key section or biting number.
- D. Delivery:
 - 1. Supply construction master keys and cores to Contractor when cylinders are delivered, for use during construction.
 - 2. Prior to the scheduled completion of the project, manufacturer shall ship all permanent keys and cores directly to the Owner via Registered Mail, Restricted Delivery, Return Receipt Requested, to the formally designated User Agency representative.
 - 3. The Owner will remove temporary cores and install permanent cores. Temporary keys and cores remain the property of Montgomery College.

HARDWARE SET SCHEDULE

BUILDING TA

Door #115 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 7'-0" / RHRA		
2	Continuous hinges SL11 HD (factory-finish to match storefront)	Select
1	Exit device CD-35A-NL-OP x 299 x concealed fastening	Von Duprin

1	Rim cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Mortise cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Exit device CD-35A-EO x 299 x concealed fastening	Von Duprin
1	Mortise cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Removable mullion 5654	Von Duprin
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
2	Surface closers 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
2	Sill sweeps 315CN (grey inserts)	Pemko
	Field-verify existing opening conditions prior to ordering any new material	

Door #Stair 1 Exit – Add New Aluminum Storefront Door & Frame with Sidelight (flip door and sidelight locations) - 3'-0" x 7'-0" / LHR (existing RHR HM Door & Frame are rusted beyond repair)

1	Continuous hinge SL11 HD (factory-finish to match storefront)	Select
1	Exit device CD-35A-NL-OP x 299 x concealed fastening	Von Duprin
1	Rim cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Mortise cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Pull RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
1	Surface closer 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head & Jambs	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Sill sweep 315CN (grey insert)	Pemko
	Field-verify existing opening conditions prior to ordering any new material	

Door #Stair 2 Exit – Add New Aluminum Storefront Door & Frame with Sidelight - 3'-0" x 7'-0" / RHR (existing RHR HM Door & Frame are rusted beyond repair)

1	Continuous hinge SL11 HD (factory-finish to match storefront)	Select
1	Exit device CD-35A-NL-OP x 299 x concealed fastening	Von Duprin
1	Rim cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Mortise cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Pull RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
1	Surface closer 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head & Jambs	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Sill sweep 315CN (grey insert)	Pemko
	Field-verify existing opening conditions prior to ordering any new material	

BUILDING AR

Door #123 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 7'-0" / RHRA

2	Continuous hinges SL11 HD (factory-finish to match storefront)	Select
1	Exit device CD-35A-NL-OP x 299 x concealed fastening	Von Duprin
1	Rim cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Mortise cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Exit device CD-35A-EO x 299 x concealed fastening	Von Duprin
1	Mortise cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Removable mullion 5654	Von Duprin
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
2	Surface closers 4040XP-CUSH x 18PA x 30 x 61	LCN

- 1 set Weather-stripping – Head, Jambs & Meeting Stile Door Manufacturer
 - 1 Threshold 273x224AFGT Pemko
 - 2 Sill sweeps 315CN (grey inserts) Pemko
- Field-verify existing opening conditions prior to ordering any new material

Door #124 – Add New Aluminum Storefront Doors & Frame - 6'-0" x 7'-0" / RHRA

- 2 Continuous hinges SL11 HD (factory-finish to match storefront) Select
 - 1 Exit device CD-35A-NL-OP x 299 x concealed fastening Von Duprin
 - 1 Rim cylinder ('N6' keyway) – master-keyed as directed Corbin Russwin
 - 1 Mortise cylinder ('N6' keyway) – master-keyed as directed Corbin Russwin
 - 1 Exit device CD-35A-EO x 299 x concealed fastening Von Duprin
 - 1 Mortise cylinder ('N6' keyway) – master-keyed as directed Corbin Russwin
 - 1 Removable mullion 5654 Von Duprin
 - 2 Pulls RM3410 x 18" OAL x 12HD (with finished caps) Rockwood
 - 2 Surface closers 4040XP-CUSH x 18PA x 30 x 61 LCN
 - 1 set Weather-stripping – Head, Jambs & Meeting Stile Door Manufacturer
 - 1 Threshold 273x224AFGT Pemko
 - 2 Sill sweeps 315CN (grey inserts) Pemko
- Field-verify existing opening conditions prior to ordering any new material

BUILDING CS

Door #035 – Add New Aluminum Storefront Door & Frame with Transom - 6'-0" x 7'-0" / RHRA (existing RHRA HM Doors & Frame are rusted beyond repair)

- 2 Continuous hinges SL11 HD (factory-finish to match storefront) Select
 - 1 Exit device CD-35A-NL-OP x 299 x concealed fastening Von Duprin
 - 1 Rim cylinder ('N6' keyway) – master-keyed as directed Corbin Russwin
 - 1 Mortise cylinder ('N6' keyway) – master-keyed as directed Corbin Russwin
 - 1 Exit device CD-35A-EO x 299 x concealed fastening Von Duprin
 - 1 Mortise cylinder ('N6' keyway) – master-keyed as directed Corbin Russwin
 - 1 Removable mullion 5654 Von Duprin
 - 2 Pulls RM3410 x 18" OAL x 12HD (with finished caps) Rockwood
 - 1 Power operator & actuators – reuse existing
 - 1 Surface closer 4040XP-CUSH x 18PA x 30 x 61 x RH LCN
 - 1 set Weather-stripping – Head, Jambs & Meeting Stile Door Manufacturer
 - 1 Threshold 273x224AFGT Pemko
 - 2 Sill sweeps 315CN (grey inserts) Pemko
 - 1 Overhead stop 104S-ADJ Glynn-Johnson
- Field-verify existing opening conditions prior to ordering any new material

Function: When exit devices are dogged down, pressing either actuator activates power operator.

Door #031 – Add New Aluminum Storefront Door & Frame with Transom - 6'-0" x 7'-0" / LHRA (existing LHRA HM Doors & Frame are rusted beyond repair)

- 2 Continuous hinges SL11 HD (factory-finish to match storefront) Select
- 1 Exit device CD-35A-NL-OP x 299 x concealed fastening Von Duprin
- 1 Rim cylinder ('N6' keyway) – master-keyed as directed Corbin Russwin
- 1 Mortise cylinder ('N6' keyway) – master-keyed as directed Corbin Russwin
- 1 Exit device CD-35A-EO x 299 x concealed fastening Von Duprin
- 1 Mortise cylinder ('N6' keyway) – master-keyed as directed Corbin Russwin
- 1 Removable mullion 5654 Von Duprin

2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
1	Power operator & actuators – reuse existing	
1	Surface closer 4040XP-CUSH x 18PA x 30 x 61 x LH	LCN
1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
2	Sill sweeps 315CN (grey inserts)	Pemko
1	Overhead stop 104S-ADJ	Glynn-Johnson

Field-verify existing opening conditions prior to ordering any new material

Function: When exit devices are dogged down, pressing either actuator activates power operator.

BUILDING TC

Door #123(1) – Add Two New Stile & Rail HM Door Panels - ± 3'-0" x 7'-0" / LHRA

2	Continuous hinges SL24 HD (undersize door width accordingly)	Select
1	Exit device CD-9827NL-OP-LBR	Von Duprin
1	Rim cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Mortise cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Exit device CD-9827EO-LBR	Von Duprin
1	Mortise cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
1	Power operator & actuators – reuse existing	
1	Surface closer 4040XP-CUSH x LH	LCN
1	Door closer mounting bracket 328SPB (field-paint to match frame)	Zero
2	Kick plates 190S – 10" (H) x 1" LDW (W) x CSK	Hager
1 set	Weather-stripping 332CR – Head & Jambs	Pemko
1	Threshold 273x224AFGT	Pemko
1 set	Meeting stile gaskets 303AS	Pemko
2	Sill sweeps 315CN	Pemko
1	Floor stop FS18S (locate to avoid tripping hazard)	Ives

Field-verify existing opening conditions prior to ordering any new material

Function: When exit devices are dogged down, pressing either actuator activates power operator.

Door #123(2) – Add Two New Stile & Rail HM Door Panels - ± 3'-0" x 7'-0"

2	Continuous hinges SL24 HD (undersize door width accordingly)	Select
2	Exit devices CD-9827EO-LBR	Von Duprin
2	Mortise cylinders ('N6' keyway) – master-keyed as directed	Corbin Russwin
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
2	Surface closers 4040XP-CUSH	LCN
2	Door closer mounting brackets 328SPB (field-paint to match frame)	Zero
2	Kick plates 190S – 10" (H) x 1" LDW (W) x CSK	Hager
1 set	Weather-stripping 332CR – Head & Jambs	Pemko
1	Threshold 273x224AFGT	Pemko
1 set	Meeting stile gaskets 303AS	Pemko
2	Sill sweeps 315CN	Pemko

Field-verify existing opening conditions prior to ordering any new material

BUILDING GU

Door #102(1) – Add New Aluminum Storefront Door Panel - 3'-0" x 7'-0" / RHR

1	Continuous hinge SL11 HD (factory-finish to match storefront)	Select
1	Exit device CD-35A-NL-OP x 299 x concealed fastening	Von Duprin
1	Rim cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Mortise cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Pull RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
1	Power operator & actuators – reuse existing	
1 set	Weather-stripping – Head & Jambs	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Sill sweep 315CN (grey insert)	Pemko
1	Floor stop FS18S (locate to avoid tripping hazard)	Ives

Field-verify existing opening conditions prior to ordering any new material

Function: When exit device is dogged down, pressing either actuator activates power operator.

Door #102(2) – Add New Aluminum Storefront Door Panels & Frame - 6'-0" x 7'-0"

2	Continuous hinges SL11 HD (factory-finish to match storefront)	Select
2	Exit devices CD-35A-EO x 299 x concealed fastening	Von Duprin
2	Mortise cylinders ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Removable mullion 5654	Von Duprin
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
2	Surface closers 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
2	Sill sweeps 315CN (grey inserts)	Pemko

Field-verify existing opening conditions prior to ordering any new material

Door #102(3) – Add New Aluminum Storefront Door Panel - 3'-0" x 7'-0" / LHR

1	Continuous hinge SL11 HD (factory-finish to match storefront)	Select
1	Exit device CD-35A-EO x 299 x concealed fastening	Von Duprin
1	Mortise cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Pull RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
1	Surface closer 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head & Jambs	Door Manufacturer
1	Threshold 273x224AFGT	Pemko
1	Sill sweep 315CN (grey insert)	Pemko

Field-verify existing opening conditions prior to ordering any new material

BUILDING SB

Door #124 – Add New Aluminum Storefront Door & Frame with Transom - 6'-2" x 7'0" / RHRA (existing HM Doors & Three-Legged Frame are rusted beyond repair)

2	Continuous hinges SL11 HD (factory-finish to match storefront)	Select
1	Exit device CD-35A-NL-OP x 299 x concealed fastening	Von Duprin
1	Rim cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Mortise cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Exit device CD-35A-EO x 299 x concealed fastening	Von Duprin
1	Mortise cylinder ('N6' keyway) – master-keyed as directed	Corbin Russwin
1	Removable mullion 5654	Von Duprin
2	Pulls RM3410 x 18" OAL x 12HD (with finished caps)	Rockwood
2	Surface closers 4040XP-CUSH x 18PA x 30 x 61	LCN
1 set	Weather-stripping – Head, Jambs & Meeting Stile	Door Manufacturer

- | | | |
|---|---|-------|
| 1 | Threshold 273x224AFGT | Pemko |
| 1 | Mullion gasketing 5110BL | Pemko |
| 2 | Sill sweeps 315CN (grey inserts) | Pemko |
| | Field-verify existing opening conditions prior to ordering any new material | |



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MONTGOMERY COLLEGE ROCKVILLE CAMPUS DOOR & HARDWARE REHABILITATION

DOOR HARDWARE PRODUCT DATA

Prepared: May, 2021

Key Systems



A variety of key systems and cylinder types are available from Corbin Russwin and offer the right balance of security and convenience and for every job.

Glynn-Johnson

100 Series concealed overhead door holders/stops



100 Series heavy-duty

Glynn-Johnson offers a complete line of overhead door holders and stops, accommodating virtually all openings with solutions for even the most complex door control problems. These concealed holders and stops provide the most attractive and reliable heavy-duty door control available.

Glynn-Johnson 100 Series holders and stops provide the most reliable and versatile concealed overhead door control. They are designed for installation on virtually all types of doors mounted on conventional type butt hinges, pivots, continuous hinges, swing clear hinges and numerous other specialty hinges. When used in conjunction with many surface-applied door closers, 100 Series holders and stops provide the most effective control for entrance doors and vestibule doors of all types, as well as heavy or often used interior doors. Templates provided allow for variable mounting positions, ranging from 85° - 110° of opening.

Five models:

- 100H Series hold-open model
- 100HP Series internal hold-open model
- 100F Series friction hold-open model
- 100S Series stop-only model
- 100SE Series special stop-only model

Six sizes:

- Each model comes in six sizes.
- Simple
- Standardized

Three options:

- ADJ—Adjustable jamb bracket
- CJ—Jamb Bracket for use with LCN 5030 closer
- SOC—Pin-in-socket security screw package

Unmatched convenience:

- Non-handed
- Improved compatibility with door closers
- Single/double-acting doors

- Reduced door prep
- Durable
- Improved corrosion resistance
- Function conversion kits are available

Materials and finishes

In heavy gauge brass or 300 Series stainless steel, these models offer the broadest range of finishes in the industry, complementing any design and offering the highest resistance to corrosion. Available in the following finishes:

Finishes	Description
US3	Polished brass
US4	Satin brass
US10	Satin bronze
US10B	Oil rubbed bronze
US32	Polished stainless steel
US32D	Satin stainless steel
SP4	Powder coat brass
SP10	Powder coat bronze
SP28	Powder coat aluminum
SP313	Powder coat dark bronze
SPBLK	Powder coat black

Models

These models provide a wide range of optional features, and are ideal for use on entrance and vestibule doors, large doors, doors opened frequently, or doors subject to abuse. These models are also furnished with an offset-style jamb bracket.

Designed for heavy-duty applications, 100 Series models will provide long-lasting protection to doors, frames, hinges, related hardware and surrounding walls or obstructions.

100H Series hold-open

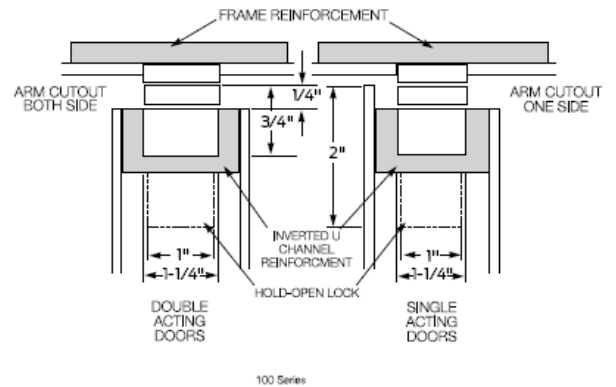
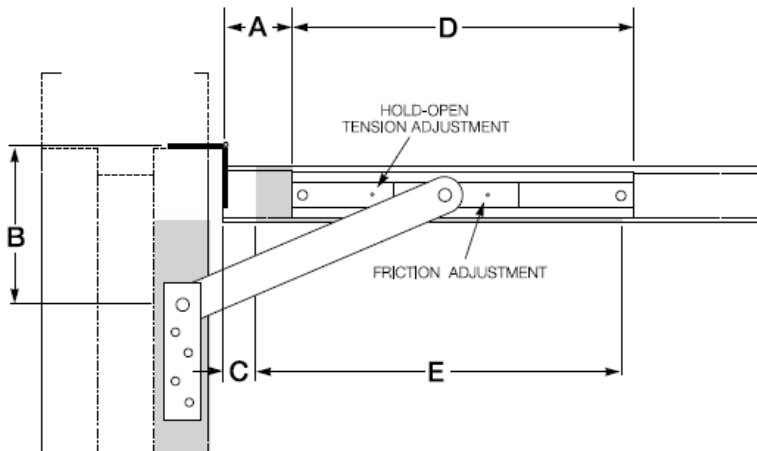
(Suffix H) The hold-open function should be used where it is desired to hold a door open at a predetermined position for short or long periods of time, permitting an unobstructed traffic flow through the opening.

These models are both selective and adjustable, featuring the most reliable hold-open mechanism available. They feature a control knob which protrudes from the face of the door and turns the hold-open function on or off. Set in the inactive position, the unit acts as a stop and shock absorber. The tension on the hold-open mechanism can be adjusted using an allen wrench to offset air currents or other exterior conditions. The hold-open tension adjustment is located in the bottom of the track in the top of the door.

Options

Suffix ADJ (adjustable jamb bracket)

An additional option on the 100 Series is the adjustable jamb bracket, which allows the degree of hold-open or stop angle to be adjusted after installation. Suffix "ADJ" is available in all functions, but only in sizes 3, 4, 5 & 6. ADJ jamb bracket requires additional frame prep. The ADJ option cannot be added to an existing unit, it must be factory ordered.



100 Series sizing chart

Butts/offset pivots					Center hung			
Size	Door opening	Stop only	Hold open	Friction	Door opening	Stop only	Hold open	Friction
1	18" - 23"	101S*	101H*	101F*	-	-	-	-
2	23 1/16" - 27"	102S*	102H*	102F*	-	-	-	-
3	27 1/16" - 33"	103S	103H	103F	33 1/16" - 39"	103S	103H	103F
4	33 1/16" - 39"	104S	104H	104F	39 1/16" - 45"	104S	104H	104F
5	39 1/16" - 45"	105S	105H	105F	45 1/16" - 51"	105S	105H	105F
6	45 1/16" - 51"	106S	106H	106F	51 1/16" - 59"	106S	106H	106F

Trim & Auxiliary



Door Protection Plates

The metal door protection plates below meet ANSI A156.6 for J101 Metal Armor Plate, J102 Metal Kickplate, and J103 Metal Mop Plate. The plastic door protection plates below meet ANSI A156.6 for J105 Plastic Armor Plate, J106 Plastic Kickplate, and J107 Plastic Mop Plate. Options for all plates include countersunk holes, UL armor plate stamped, self-adhesive tape, spanner head screws, torx head screws, round corners, wrap around side and bottom return, and 0.125" (3.2 mm) material. All plates below are supplied standard with #6 x 5/8" truss head screws (unless specified otherwise). They are available in mop plate, kick plate, stretcher plate, and armor plate sizes.

- Mop Plate:** Protects the bottom of the pull side of doors subject to cleaning and mopping procedures.
Kick Plate: Protects the bottom of the push side of doors subject to scuffing from foot traffic.
Stretcher Plate: Protects doors in specific areas where constant contact is made by stretchers, service carts, or other equipment.
Armor Plate: Protects lower half of doors from abuse by carts, trucks, and rough usage.

NFPA 80 STANDARD 6.4.5.1/6.4.5.2 /6.4.5.3 Protection Plates

- Factory installed protection plates shall be installed in accordance with the listing of the door.
- Field installed protection plate shall be labeled and installed in accordance with their listing.
- Labeling is not required where the top of the protection plate is not more than 16" (406 mm) above the bottom of the door.

190S

- Thickness: 0.050" (1.3 mm)
 U.S. Gauge: 18
 Materials: Aluminum, brass, bronze, stainless steel
 Finishes: US3, US4, US10, US10B, US28, US32, US32D
 Bevel: 4 edges
 Options: UL Listed for US32 and US32D*



FS18S FS18L Floor Stops

- Security Door Stops designed for use in high vandalism areas.
- Molded from black flame resistant, resilient material around a heavy-duty stud.
- Once grouted in concrete, leaves no exposed fasteners to be tampered with or removed.
- Ideal for jail or security cell areas where floor mounted stops are required.
- FS18L also ideal for concrete wall applications.

Dimensions

FS18S Height: 1-1/2"

FS18L Height: 3-1/2"

FS18S Diameter: 2"

FS18L Diameter: 2"

FS18S Stud Length: 2-1/2"

FS18L Stud Length: 2-1/2"



**4040XP
Series**

Features

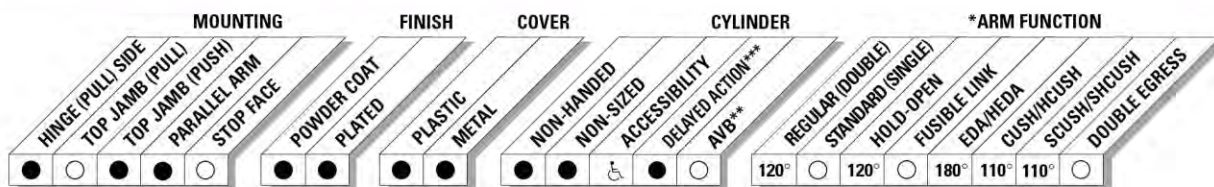
The 4040XP is LCN's most durable and flexible heavy duty closer designed for institutional and other demanding high traffic applications.

Certifications	Grade 1 - ANSI A156.4, UL 10C, ADA, 100 Hour Salt Spray, Meets BAA - Buy American Act
Body Construction	<ul style="list-style-type: none"> ■ Cast Iron Body ■ Full Complement Bearings ■ 1-1/2" Diameter Piston ■ 3/4" Diameter Double Heat Treated Pinion Journal
Fluid	All Weather Liquid X Fluid
Handing	Non-Handed
Templating	Peel-n-Stick templates - 2-1/4" x 5" Mounting Hole Pattern
Size	Adjustable Spring Size 1-6, includes Patented Green Dial
Warranty	30 years

Cover	<ul style="list-style-type: none"> ■ Plastic, Standard ■ Metal, Optional
Fasteners	Self Reaming and Tapping Screws (SRT)
Mounting	Hinge (Pull Side), Top Jamb (Push Side), Parallel Arm (Push Side)
Arms	Regular Arm
Finishes/Colors/ Powder Coat	<ul style="list-style-type: none"> ■ Aluminum (689) ■ Statuary Bronze (690) ■ Light Bronze (691) ■ Black (693) ■ Dark Bronze (695) ■ Brass (696) ■ Custom colors optional
	<ul style="list-style-type: none"> ■ Optional SRI primer - powder coat only ■ Optional plated finishes

**Special
Templates**

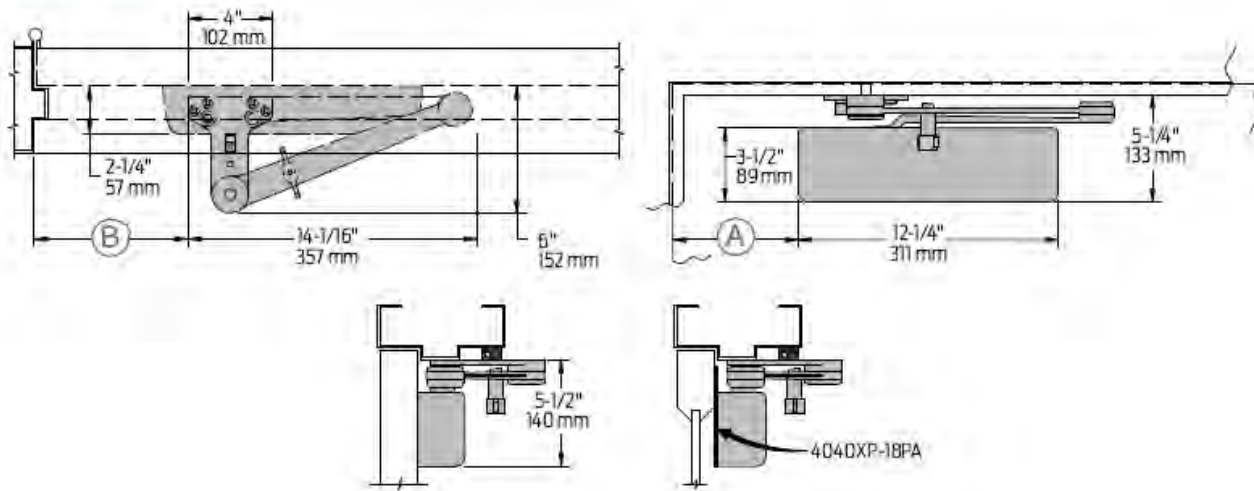
Customized installation templates or products may be available to solve unusual applications. Contact LCN Product Support for assistance.



● AVAILABLE
○ NOT AVAILABLE

♿ Closer available with less than 5.0 lbs. opening force on 36" door.
* Maximum opening/hold-open point with standard template.

CUSH mount



4040XP-18PA
Plate

- Required for parallel arm mounting where top rail is less than 5-1/2" (140 mm), measured from the stop
- Requires 2" (51 mm) minimum top rail



4040XP-30
CUSH Shoe Support

- Provides anchorage for fifth screw used with CUSH arms, where reveal is less than 3-1/16" (78 mm)



4040XP-61
Blade Stop Spacer

- Required to lower parallel arm shoe to clear 1/2" (13 mm) blade stop

How-to-order 4040XP Series closers

1. Select finish

- Standard Powder Coat _____
Aluminum, Dark Bronze, Statuary,
Light Bronze, Black, Brass.

Closer will be shipped with:

- Standard cylinder
- Standard cover
- Regular arm
- Self-reaming and tapping screws
unless options listed below are selected.

Closer options

Cylinder

- Delayed Action (4041 DEL)

Cover

- Metal (specify right or left hand) (MC)

Finish

- Custom Powder Coat (RAL) _____
(handed metal cover required)
- Plated Finish, US _____
(handed metal cover required)
- SRI primer (use with powder coat finishes only)

Arm

- Regular (REG)
- Regular w/62PA (Rw/PA)
- Regular w/62A (R/62A)
- Long (LONG)
- Extra Long (XLONG)
- Hold-Open (H)
- Hold-Open w/62PA (Hw/PA)
- Long Hold-Open (HLONG)
- Extra Duty Arm (EDA)
- Extra Duty Arm with 62G (EDA/62G)
- Hold Open Extra Duty Arm (HEDA)
(Handed)
- Hold Open Extra Duty Arm with 62
(HEDA/62G)(Handed)
- Cush-N-Stop (CUSH)
- HCush-N-Stop (HCUSH)
- Spring Cush (SCUSH)
- Spring HCush (SHCUSH)

Optional Screw Packs

- TB* w/Self-Reaming and Tapping (TBSRT)
- Wood & Machine Screw (WMS)
- TB*; Wood & Machine Screw (TBWMS)
- TORX Machine Screw (TORX)
- TB* & TORX Machine Screw (TBTRX)
* Specify door thickness if other than
1-3/4".

Installation Accessories

- Plate, 4040XP-18
- Plate, 4040XP-18TJ
- Plate, 4040XP-18G
- Plate, 4040XP-18PA
- CUSH Shoe Support, 4040XP-30
- Blade Stop Spacer, 4040XP-61
- Auxiliary Shoe, 4040XP-62A
- PA Flush Panel Adapter, 4040XP-419

Special Template

- ST- _____

Table of sizes

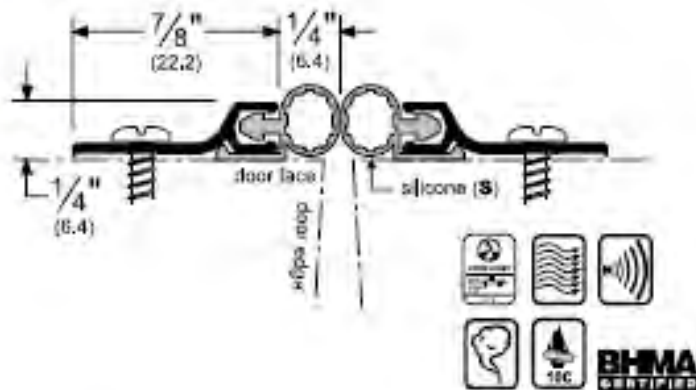
- 4040XP cylinders are adjustable from size 1 through size 6 and is shipped set to size 3
- Closing power of 4040XP Series closers may be adjusted 50%



Gasketing

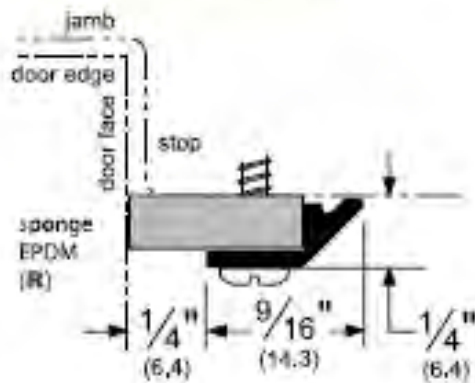
303_S

AVAILABLE FINISHES:
A, BDG, C, D, G, PW, SN
 REPLACEMENT INSERT:
S3 (BL, W)
 ANSI: **R3E734, R3E735**

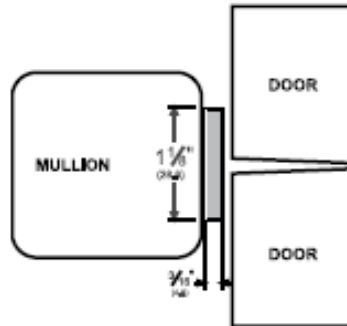
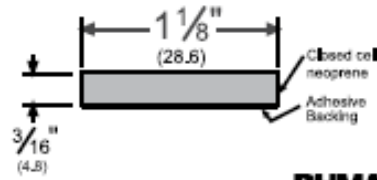


332_R

AVAILABLE FINISHES: **C, D, G**
 REPLACEMENT INSERT: **ER1 (BL)**
 ANSI: **R3G164, R3G165**



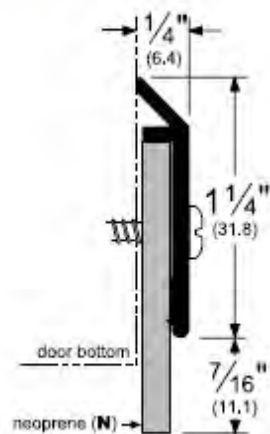
5110_
 AVAILABLE FINISH: BL
 AVAILABLE LENGTHS: 120"
 ANSI: R0C004



Door Bottoms

315_N

AVAILABLE FINISHES: B, C, D, G, PW, SN
 REPLACEMENT INSERT: N8 (BL, GR)
 ANSI: R3B434, R3B435



Thresholds

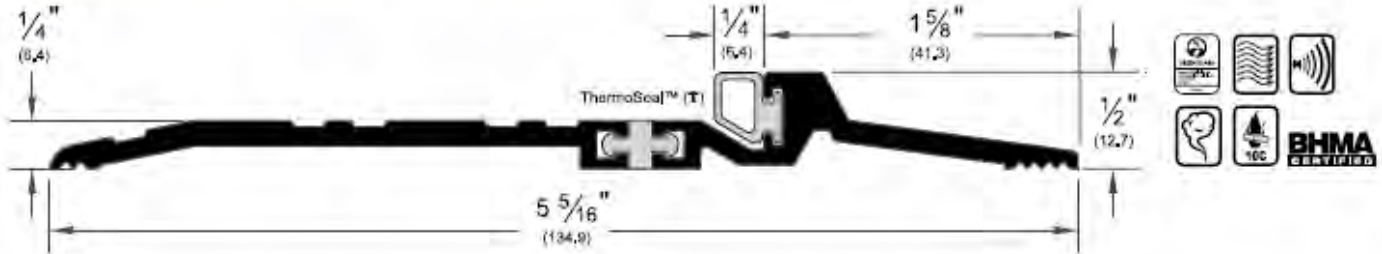
Thermal Barrier

273x224_FGT

AVAILABLE FINISHES: A, D, G

REPLACEMENT INSERT: TS (BL)

ANSI (aluminum): J36130, J36139, J36190, J36193



RM3410 Offset Pulls- Flat Ends



Part Number	Diameter	OA	Projection
RM3410	1"	Up to 96"	2-1/2"

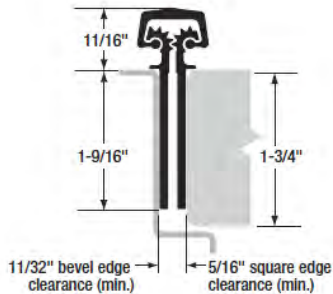
Base Materials: Brass, Bronze, Stainless Steel

Options: For optional mid-post, suffix the product number with "MP" (example: RM3410MP). Over 96" available on select finishes

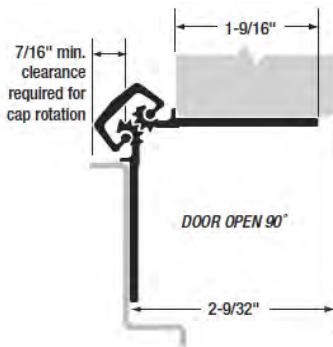
Ordering: Specify CTC and overall length

SELECT HINGES

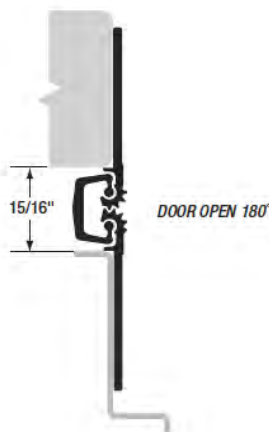
SL11 Concealed Geared Continuous Hinge



DOOR CLOSED



DOOR OPEN 90°



DOOR OPEN 180°

MATERIAL: Extruded 6063 T6 aluminum alloy with self-lubricating polyester thrust bearings.

LENGTHS: 83", 85", 95" and 120" lengths standard for nominal door heights. Custom lengths are available.

LOAD/FREQUENCY RATINGS: For 1-3/4" doors. 48" max. door width in 16 gauge hollow metal (min.) or 1/8" aluminum (min.).

Standard Duty — Tested per BHMA standards for medium-frequency doors up to 200 lb. without frame or door reinforcement.

Heavy Duty — Tested per BHMA standards. Up to 200 lb. doors (high-frequency) and up to 400 lb. doors (medium-frequency) without frame or door reinforcement; up to 600 lb. doors (low-frequency) with the use of Rivnuts in the frame and door.

Heavy Duty (LL) — Our HD hinge with additional fastener holes for low-frequency doors up to 1,000 lb., including most lead-lined doors. Rivnuts are recommended in the frame and door on extremely high, extremely heavy or wide doors.

FINISHES: All SL11 hinges are stocked in 204R1 Clear (.4-.7 mil) AA-M12C22A31 and 215R1 Dark Bronze (.7 mil and thicker) AA-M12C22A44 anodized aluminum. Custom anodized or painted finishes are available. Product painted or anodized in the field voids the SELECT hinge warranty.

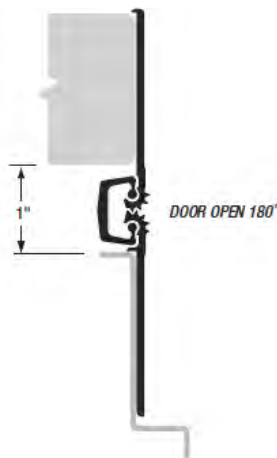
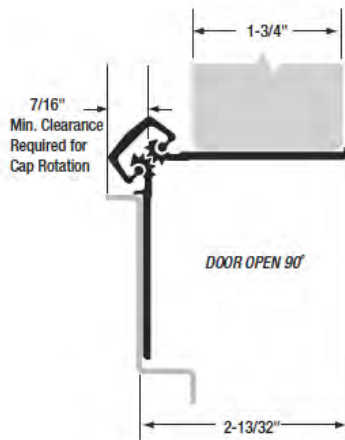
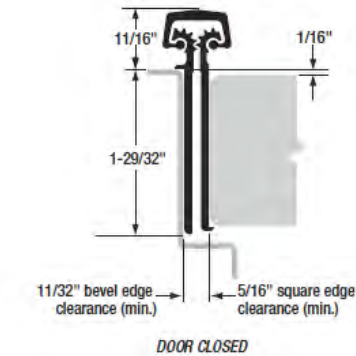
CLOSERS: Conventional overhead surface, concealed sliding arm overhead or floor closers may be used with SELECT hinges. Pivot-type floor closers (with a fixed, conflicting center pivot) must be replaced.

ORDER: Specify length, finish and standard duty (SD), heavy duty (HD) or heavy duty with additional fastener holes (LL). Also, specify door and frame screw applications. 12-24 x 3/4" self-drilling, thread-forming 410SS Phillips undercut flathead screws are provided as a standard pack unless otherwise specified. Wood and thread-forming screws also available. Security screws optional at extra cost.

BHMA CERTIFICATION: SL11SD, SL11HD and SL11LL geared continuous hinges conform to BHMA Standard ANSI/BHMA A156.26-2006 Grade 1.

SL11 HINGE SCREW COUNT		
HINGE LENGTH & DUTY RATING	DOOR SCREWS	FRAME SCREWS
79" HD	19	19
83" SD/HD	19	19
85" SD/HD	19	19
95" SD/HD	21	21
120" SD/HD	23	23
83" LL	26	26
85" LL	26	26
95" LL	30	30
120" LL	34	34

SL24 Concealed Geared Continuous Hinge



MATERIAL: Extruded 6063 T6 aluminum alloy with self-lubricating polyester thrust bearings.

LENGTHS: 83", 85", 95" and 120" lengths standard for nominal door heights. Custom lengths are available.

LOAD/FREQUENCY RATINGS: For 1-3/4" doors. 48" max. door width in 16 gauge hollow metal (min.) or 1/8" aluminum (min.).

Standard Duty – Tested per BHMA standards for medium-frequency doors up to 200 lb. without frame or door reinforcement.

Heavy Duty – Tested per BHMA standards. Up to 200 lb. doors (high-frequency) and up to 400 lb. doors (medium-frequency) without frame or door reinforcement; up to 600 lb. doors (low-frequency) with the use of Rivnuts in the frame and door.

Heavy Duty (LL) – Our HD hinge with additional fastener holes for low-frequency doors up to 1,000 lb., including most lead-lined doors. Rivnuts are recommended in the frame and door on extremely high, extremely heavy or wide doors.

FINISHES: All SL24 hinges are stocked in 204R1 Clear (.4-.7 mil) AA-M12C22A31 and 215R1 Dark Bronze (.7 mil and thicker) AA-M12C22A44 anodized aluminum. Custom anodized or painted finishes are available. Product painted or anodized in the field voids the SELECT hinge warranty.

CLOSERS: Conventional overhead surface, concealed sliding arm overhead or floor closers may be used with SELECT hinges. Pivot-type floor closers (with a fixed, conflicting center pivot) must be replaced.

ORDER: Specify length, finish and standard duty (SD), heavy duty (HD) or heavy duty with additional fastener holes (LL). Also, specify door and frame screw applications. 12-24 x 3/4" self-drilling, thread-forming 410SS Phillips undercut flathead screws are provided as a standard pack unless otherwise specified. Wood and thread-forming screws also available. Security screws optional at extra cost.

BHMA CERTIFICATION: SL24SD, SL24HD and SL24LL geared continuous hinges conform to BHMA Standard ANSI/BHMA A156.26-2006 Grade 1.



SL24 HINGE SCREW COUNT		
HINGE LENGTH & DUTY RATING	DOOR SCREWS	FRAME SCREWS
79" HD	19	19
83" SD/HD	19	19
85" SD/HD	19	19
95" SD/HD	21	21
120" SD/HD	23	23
83" LL	26	26
85" LL	26	26
95" LL	30	30
120" LL	34	34

VON DUPRIN®

33A/35A Rim device



33A and 35A for all types of single and double doors with mullion, UL listed for panic exit hardware. Devices are ANSI A156.3 – 2014 Grade 1. The 35A has a smooth mechanism case and the 33A has grooved case. The rim device is non-handed except when the SS (signal switch) option is used. See opposite page for available outside trim and device functions.

33A/35A fits door stiles as narrow as 1 3/4" (44mm). Newly designed device has a one piece center case cover.

Finishes – US3, US4, US10, US15 (35A Only) US26, US26D, US26D-AM, US28, 313 and 315.



1439 Roller ships standard, optional strikes available



299 Strike needs to be specified for Hollow Metal Frames

Specifications

Device lengths	3' 2' 4" to 3' (711mm to 914 mm) Door size 4' 2' 10" to 4' (864 mm to 1219 mm) Door size
Device centerline from finished floor	39 13/16" (1011 mm) 39 11/16" (1008 mm) with Mullion
Center case dimensions	8 3/16" x 1 9/16" x 2 13/32" (208mm x 40mm x 62mm)
Mechanism case dimensions	2 1/4" x 2 1/4" (57mm x 57mm)
Projection	Pushbar Neutral – 3 9/16" (97 mm) Pushbar Depressed – 3 1/16" (78 mm)
Latch bolt	Deadlocking, 3/4" (19mm) throw
Fasteners & sex bolts (SNB)	Includes 1 3/4" (44mm) – 2 1/4" (57mm) wood & metal doors #425 SNB furnished standard for end case #325 SNB furnished standard for EO (exit only device)
Electric options	ALK Alarm kit CX Chexit delayed exit EL Electric latch retraction HD-EL Electric latch retraction with hex dogging QEL Quiet electric latch retraction RX Request to exit, WP-RX waterproof option LX Latchbolt monitoring LX-RX Request to exit / latchbolt monitoring RX-LC, LX-LC, LX-RX-LC Low current option for RX, LX, LX-RX SS Signal switch CON Allegion Connect
Mechanical options	AX Accessible device
Miscellaneous options	GBK Glass bead kit PN Pneumatic SG Safety glow SEC Security screws SNB Sex bolts
Dogging feature	Hex Dogging standard CD Cylinder dogging LD Less dogging
Strikes	1439 – Dull black Optional strikes

QEL Quiet electric latch retraction <ul style="list-style-type: none"> • Bolt retraction via switch • Converts exit door to push-pull operation 	AX Accessible device <ul style="list-style-type: none"> • UL certified to meet new 5 lb. maximum operating force requirement • Exceeds ANSI/ BHMA requirements
CX Chexit delayed exit <ul style="list-style-type: none"> • Meets NFPA 101 requirements • Self-contained controls, locking, alarm 	ALK Alarm exit kit <ul style="list-style-type: none"> • Unauthorized opening triggers 85-decibel horn • Set in armed or disarmed mode by key
EL Electric latch retraction <ul style="list-style-type: none"> • Enables remote unlatching • Alternative to manual dogging 	RX Pushpad monitor switch <ul style="list-style-type: none"> • Signals use of an opening • SPDT switch to monitor pushpad
E (E360L) Electric lever trim <ul style="list-style-type: none"> • Electrified remote locking/unlocking • Fail safe & fail secure options available • No key override 	CON Allegion Connectors <ul style="list-style-type: none"> • Common connectors to connect various door hardware all the way to the power supply
PN Pneumatic latch retraction <ul style="list-style-type: none"> • For areas where electrical devices banned • Special linkage for mechanical or pneumatic dogging 	CD Cylinder dogging <ul style="list-style-type: none"> • Replaces hex key dogging • Requires standard 1 1/4" mortise cylinder

Nomenclature – how to order

		EL	33	27A	-L	-16	-F	LBR	3'	US3	RHR
CD	Cylinder dogging - panic only										
CX	Chexit delayed egress										
EL	Electric latch retraction										
HD-EL	Electric latch retraction with hex dogging										
QEL	Quiet electric latch										
HH	Hurricane										
LD	Less dogging										
LX	Latchbolt monitoring										
LX-LC	Latch bolt monitor low current										
LX-RX	Latchbolt monitor / request to exit										
LX-RX-LC	Latchbolt monitor / request to exit low current										
PL	Pullman latch										
PN	Pneumatic										
RX	Request to exit										
RX-LC	Request to exit low current										
RX2	Request to exit double switch										
SS	Signal switch										
AX	Accessible device										
WP-RX	Waterproof request to exit										
35A	Series 35A-smooth										
33A	Series 33A-grooved										
A	Rim device										
27A	Surface mounted vertical rod device										
47A	Concealed vertical rod device										
48A	Concealed vertical rod device										
49A	Concealed vertical cable device										
DT	Dummy trim										
EO	Exit only										
L	Lever (classroom)										
L-BE	Lever-blank escutcheon (passage)										
L-DT	Lever-dummy trim										
L-NL	Rigid Lever - Night latch (key retracts latchbolt)										
NL	Night latch (key retracts latchbolt)										
NL-OP	Night latch cylinder assembly – optional pull										
T	Thumbturn										
TL	Turn Lever										
T-BE	Thumbturn-blank escutcheon										
TL-BE	Turn Lever-blank escutcheon (Passage)										
XX	Lever Style 06 standard Optional 01, 02, 02KN, 03, 03KN, 05, 06KN, 07, 12 (handed), 16, 17, 17KN, 18, ACC, AST, MER, STA										
F	Fire Exit Device - Rim, 27A, 47A, 48A, 49A Only										
LBR	Less Bottom Rod										
LBL	Less Bottom Latch										
ALK	Standard Alarm Kit										
ALK-AR1	Auto-Reset 1 1/2 minute alarm kit										
ALK-AR3	Auto-Reset 3 minute alarm kit										
ALK-AR6	Auto-Reset 4 1/22 minute alarm kit										
CON	Allegion Connect										
2'	2' Device (2' Door Size) 27A, 47A or 49A only										
3'	3' Device (2' 4"– 3' Door Size)										
4'	4' Device (2' 10"– 4' Door size)										
Finishes	US3, US4, US10, US15 (35A only), US26, US26D, US26D-AM, US28, 313, 315										
HR	Handing – RHR or LHR										

9827/9927 Surface mounted vertical rod device

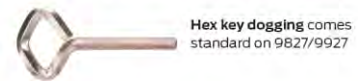


9827/9927 Surface mounted vertical rod device for all types of single or double doors, UL listed for panic exit hardware. Devices are ANSI A156.3 – 2008 (LBR option 2014) Grade 1. Covers stock hollow metal doors with 86 or 161 cutouts. The 9827 device has a smooth mechanism case and the 9927 device has a grooved case. The surface vertical rod device is non-handed except when the following device options are used: SD (special dogging), SS (signal switch) or WS (Tornado/Hurricane). See opposite page for available outside trim and functions. Vertical rod and latch guards are available to protect the bottom rod of the exit device from damage by impacts of carts or gurneys passing through doors.

Finishes – US3, US3A, US4, US4A, US10, US26, US26D, US26D-AM Antimicrobial, US28, 313, 315 & 643E. US15 and US32D available with 98 Series only.

Specifications

Device functions	Device ships EO/DT/NL. Field selectable. For TP, K or L remove NL drive screw from device.
Device lengths	2' 2' (610 mm) Door size 3' 2'4" to 3' (711mm to 914 mm) Door size 4' 2'10" to 4' (864 mm to 1219 mm) Door size
Device centerline from finished floor	39 ⁵ / ₈ " (1006 mm)
Center case dimensions	8" x 2 ³ / ₄ " x 2 ⁷ / ₈ " (203mm x 70mm x 60mm)
Mechanism case dimensions	2 ¹ / ₄ " x 2 ¹ / ₄ " (57mm x 57mm)
Projection	Pushbar neutral – 3 ¹³ / ₁₆ " (97 mm) Pushbar depressed – 3 ¹ / ₁₆ " (78 mm)
Latch bolt	Deadlocking anti-friction top & bottom bolt, ⁵ / ₈ " (16mm) throw
Door undercut	¹ / ₄ " (7mm) recommended
Top & bottom Latch case	4 ¹ / ₂ " x 2 ¹ / ₈ " x 1 ¹ / ₂ " (114mm x 54mm x 38mm)
Vertical rods	¹ / ₂ " square tubing, standard rods accommodate 7' (2134mm) doors. Top rod length: 34 ¹³ / ₁₆ " (887mm); Bottom rod length: 31 ¹ / ₂ " (794mm) Extension rods available in 1' (205mm) or 3' (914mm) for doors over 7'. One piece top rod is available for 8' (2438mm) and 10' (3048mm) doors.
Fasteners & sex bolts (SNB)	Includes screw pack for 1 ¹ / ₄ " (44mm) to 2 ¹ / ₄ " (57mm) thick metal or wood doors, and 325 SNB for top and bottom latch. Optional 425 SNB available.
Electric options	LX Latchbolt monitor switch RX Pushpad monitor switch RX2 Double pushpad monitor switch EL Electric latch retraction QEL Quiet electric latch retraction SS Signal switch CX Chexit delayed exit ALK Alarm exit kit PN Pneumatic latch retraction LBR Less bottom rod WP-RX Waterproof request to exit CON Allegion Connect
Mechanical options	GBK Glass bead kit PL Pullman latch WS Tornado and hurricane tested SNB Sex bolts SEC Security screws AX Accessible device (LBR only)
Dogging feature Dogging option	Hex key dogging standard CD Cylinder dogging SD Special center case dogging LD Less dogging DI Dogging indicator CI Cylinder dogging indicator
Strikes	Top - 299 – Dull black, Bottom – 248L4 & 304L - Unfinished



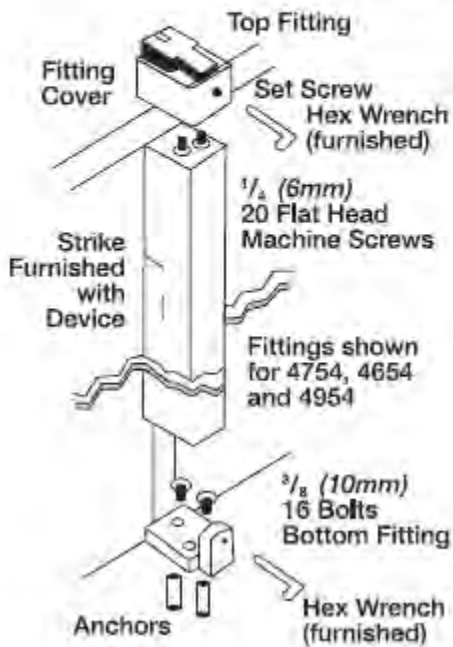
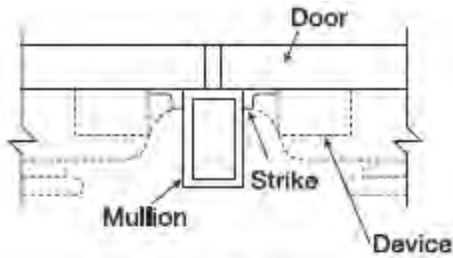
WS Windstorm • Severe weather certified/tested • FEMA and ICC compliant • Tornado & hurricane tested	RX Pushpad monitor switch • Signals use of an opening • SPDT switch to monitor pushpad
QEL Quiet electric latch retraction • Bolt retraction via switch • Converts exit door to push-pull operation	CON Allegion Connectors • Common connectors to connect various door to push-pull operation
EL Electric latch retraction • Enables remote unlatching • Alternative to manual dogging	ALK Alarm exit kit • Unauthorized opening triggers 85-decibel horn • Set in armed or disarmed mode by key
E (E996L) Electrified breakaway lever • Electrified remote locking/unlocking • Standard in fail safe condition	CX Chexit delayed exit • Meets NFPA 101 requirements • Self-contained controls, locking, alarm
PN Pneumatic latch retraction • For areas where electrical devices banned • Special linkage for mechanical or pneumatic dogging	SS Signal switch • Signals unauthorized use of an opening • Switch makes latch bolt tamper-resistant

Nomenclature – how to order

None	Standard	EL	99	27	-L	-16	-F	LBR	3'	US3	RHR
SD	Special dogging R/VR - panic only										
CD	Cylinder dogging - panic only										
CX	Chexit										
E	Electric locking mortise/lever										
QEL	Quiet electric latch retraction										
EL	Electric latch retraction										
LX	Latch bolt monitoring										
RX	Request to exit										
RX2	Double request to exit										
SS	Signal switch										
AX	Accessible device										
PL	Pullman latch										
PN	Pneumatic latch retraction										
WS	Surface vertical rod exit device										
XP	Heavy protection - rim										
WS	Tornado & hurricane tested										
98	Series 98-smooth										
99	Series 99-grooved										
None	Rim device										
27	Surface mounted vertical rod device										
47	Concealed vertical rod device										
47WDC	Concealed vertical rod wood door device										
48	Concealed vertical rod device										
49	Concealed vertical cable device										
49WDC	Concealed vertical cable wood door device										
57	Three-point latch device										
75	Mortise lock device										
AD	AD Trim (to come from client)										
DT	Dummy trim										
EO	Exit only										
HL	Hospital pull trim										
K	Knob										
K-BE	Knob - blank escutcheon										
K-DT	Knob, rigid - dummy trim										
K-NL	Knob, rigid - night latch										
L	Lever (classroom)										
L-BE	Lever - blank escutcheon										
L-DT	Lever, rigid - dummy trim										
L-NL	Lever, rigid - night latch										
NL	Night latch										
NL-OP	Night latch cylinder assembly, optional pull										
TL	Turn lever										
TL-BE	Turn lever - blank escutcheon										
TP	Thumbpiece										
TP-BE	Thumbpiece - blank escutcheon										
XX	Lever style 06 standard Optional 01, 02, 03, 05, 07, 12 (Handed), 16 (Omega), 17, 18, Accent, Asti, Merano, St. Annes										
F	Fire exit device										
-2	Double cylinder (rim & mortise only)										
LBR	Less bottom rod										
LBL	Less bottom latch										
SG	Safety glow (luminescent) touchpad										
ALK	Alarm kit										
ALK-AR1	Auto-reset 1 1/2 minute alarm kit										
ALK-AR3	Auto-reset 3 minute alarm kit										
ALK-AR6	Auto-reset 4 1/2 minute alarm kit										
CON	Allegion Connect										
2'	2' Device (2' door size) 27, 47 or 49 only										
3'	3' Device (2' 4"- 3' door size)										
4'	4' Device (2' 10"- 4' door size)										
Finishes	US3, US4, US10, US26, US26D, US28, 313, 315 US32D – 98 ONLY -AM Antimicrobial (available US26D and US32D)										
-LHR	Left hand reverse										
-RHR	Right hand reverse										

Aluminum mullions

5654 Prepared for two 264 or 299 strikes with weatherstripping. Includes one set of 154 stabilizers.



154 Stabilizer is a two-piece interlocking set. One piece mounts on the mullion with the top mounting hole $5\frac{3}{16}$ " (148mm) below the centerline of the strike; the other piece mounts on the door. Shims are provided to adjust for misalignment between the door and mullion.

The set maintains integrity between the door and mullion to prevent vandalism and to ensure contact between the device and strike as the doors expand and contract with temperature changes.

Furnished standard on aluminum mullions; optional for steel and all blank steel mullions.



ZERO

mounting brackets



328SPB

