



OFFICE OF PROCUREMENT

TIME AND MATERIALS ON-CALL PAVING SERVICES
RFP NO.: 619-008
RFP CLOSING DATE AND TIME: APRIL 29, 2019 @ 3:00 PM

ADDENDUM #2
Issued on April 22, 2019

This Addendum is for the purposes of providing answers to the RFIs and making changes to the RFP requirements as follows:

Item 2-1 Extend the RFP closing date and time from April 24, 2019 at 3 PM to April 29, 2019 at 3 PM.

Item 2-2 Question: Will the College contract for the Pavement Marking?

Answer: Based on the project conditions, College may ask the prospective Contractor to provide Pavement Marking by hiring a sub-contractor.

Item 2-3 Question: Please confirm that per Pre-Proposal Meeting, Section 002213-1, SUPPLEMENTARY INSTRUCTIONS TO CONTRACTORS, PART 2 – PREVAILING WAGES, that no state or federal money will be used, so no wage rates apply.

Answer: The College does not anticipate any state or federal funds to be used.

Item 2-4 Question: Section 3.8 in the General Conditions, Reference Documents, will the Contractor be required to provide a surveyor for stakeout and as builds?

Answer: The stakeout and as-built will be provided by College's Consultant.

Item 2-5 Question: Is all HMA mixes Level 1, when not labeled as such?

Answer: Delete references to "Level 1" from #27 to #30.

Item 2-6 Question: What Performance Grade is the liquid asphalt for items 27 - 42?

Answer: SuperPave PG64-22 is to be used.

Item 2-7 Question: Per 32 12 16, 2.2.A, Asphalt binder is PG64-22 however the bid items specify PG70-22. PG70-22 is very hard to obtain, most plants will not price it, will the College accept all PG64-22?

Answer: Use SuperPave PG64-22 where PG70-22 is referenced.

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Item 2-8 Question: Per 32 12 16, 2.3.B, will herbicides be required? If so what requirements for the applicator will be needed?

Answer: No application of herbicides will be required.

Index of Attachments to Addendum

Specification Sections or Portions Reissued in Entirety:

NONE

Drawings Reissued in Entirety:

NONE

Sketches:

NONE

Items Issued for Informational Purposes:

NONE



Patrick Johnson, MBA
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the **Technical Proposal submission**. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

NOTE: ACKNOWLEDGEMENT OF RECEIPT OF RFP ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR E-MAIL.

Company Name

Authorized Signature

Date

Printed/Typed Signature

OFFICE OF PROCUREMENT

TIME AND MATERIALS ON-CALL PAVING SERVICES

RFP NO.: 619-008

RFP CLOSING DATE AND TIME: APRIL 24, 2019 @ 3:00 PM

ADDENDUM #1

Issued on April 18, 2019

THIS ADDENDUM IS FOR THE PURPOSES OF:

- Item 1-1 3rd line of 6th paragraph, Page 001119-1 & 4th line of Part 3.1, Page 002113-1, delete “Bid Bond”.
- Item 1-2 Delete 3rd paragraph, Page 001119-2 in its entirety and replace with the following:

“BID AND PERFORMANCE SECURITY REQUIREMENTS APPLY: NO BID BOND IS REQUIRED FOR PROPOSAL SUBMISSION. 100% PERFORMANCE BOND AND 100% PAYMENT BOND MAY BE REQUIRED FOR INDIVIDUAL TASK ORDER EXCEEDING \$100,000.”
- Item 1-3 Part 10.2A. e., Page 002113-5, replace “Exceptions to the Form of Contract, if applicable” with “Any exceptions to the General and Supplementary Conditions of the Contact, if applicable”.
- Item 1-4 Part 10.2 B, Section 002113-5, add the following paragraph:

“Contractor must fill out each blank and must submit prices requested for all line items in the Price Proposal form, in order to be considered for award: failure to do so may deem an offer non-responsive.
- Item 1-5 Part 4.1, Page 002213-1, replace “Time and Material Electrical On-call Services” with “Time and Materials On-call Paving Services”.
- Item 1-6 Page 002413-3, Part 1.2, add the following:

“H. Acknowledgement of Receipt of Addenda, if applicable

I. Mid-Atlantic Purchasing Team Rider Clause (optional)”

Section 002413 Required Submission is revised and reissued in its entirety for Contractor’s convenience. See attached.
- Item 1-7 Part 5.G., Page 004213 A-2, replace “Any exceptions to the FORM OF CONTRACT, if applicable” with “Any exceptions to the General and Supplementary Conditions of the Contact, if applicable”.

Section 004213 A is hereby reissued for Contractor’s convenience. See attached.
- Item 1-8 Provide Section 006276 Application and Certification for Payment, which is missing from the RFP documents.

OFFICE OF PROCUREMENT

TIME AND MATERIALS ON-CALL PAVING SERVICES

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ADDENDUM #1

Issued on April 18, 2019

Item 1-9 Add Appendix A: Mid-Atlantic Purchasing Team Rider Clause, and update the Table of Contents accordingly. See attached.

Index of Attachments to Addendum

Specification Sections or Portions Reissued in Entirety:

- 000110 Table of Contents
- 002413 Required Submissions
- 004213A Technical Proposal Form (Part A)
- 006276 Application and Certification for Payment
- Appendix A Mid-Atlantic Purchasing Team Rider Clause

Drawings Reissued in Entirety: NONE.

Sketches: NONE.

Items Issued for Informational Purposes: NONE.



Patrick Johnson, MBA
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the **Technical Proposal submission**. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

NOTE: ACKNOWLEDGEMENT OF RECEIPT OF RFP ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR E-MAIL.

Company Name

Authorized Signature

Date

Printed/Typed Signature

TABLE OF CONTENTS

INTRODUCTORY INFORMATION

000101	Project Title Page
000110	Table of Contents

Div. 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

PROPOSAL REQUIREMENTS

001119	Invitation Letter of Request for Proposal
002113	Instructions to Contractors
002213	Supplementary Instructions to Contractors
002413	Required Submissions
003119	Information Available to Contractors
004213A	Technical Proposal Form (Part A)
004213B	Price Proposal Form (Part B)
004513	Contractor's Qualification Statement
004539	Minority Participation Form
004540	Procurement Office Questionnaire

CONTRACTING REQUIREMENTS

006113.13	Montgomery College Standard Performance Bond
006113.16	Payment Bond
006276	Application and Certificate for Payment
007200	Montgomery College General Conditions of the Contract
007300	Montgomery College Supplementary Conditions of the Contract

TECHNICAL SPECIFICATION SECTIONS

DIVISION 03 - CONCRETE

033000	Concrete
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DIVISION 31 - EARTHWORK

312000	Earthmoving
321216	Asphalt Paving
329113	Soil Preparation

DRAWINGS

A-6	Tree Protection Fence Detail
B-1	Stabilized Construction Entrance
C-5	Temporary Asphalt Berm
E-1	Silt Fence
E-2	Silt Fence on Pavement
E-3	Super Silt Fence
E-6	Filter log
E-9-1	Standard Inlet Protection
E-9-3	Curb Inlet Protection
E-9-6	Combination Inlet Protection
D1	Typical Full Depth Asphalt Section
D2	Typical Full Depth Asphalt Section with Two 2" Lifts HMA
D3	Mill and Overlay Detail
D4	Typical Curb Sections
D5	Typical Concrete Sidewalk Sections
D6	Typical Concrete Sidewalk against Curbs
D7	Typical Sign Posts Detail
D8	Typical 6' Wide Stair Detail

APPENDIX A: MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE

END OF TABLE OF CONTENTS

REQUIRED SUBMISSIONS

TO: PROSPECTIVE OFFERORS

FROM: PROCUREMENT OFFICE
MONTGOMERY COLLEGE

Proposals, **one original and three copies, including all Attachments, of the Technical Proposal Form (Part A)**, and **one original and two copies, including all Attachments, of the Price Proposal Form (Part B)** shall be submitted on the enclosed Proposal Forms, properly signed with the required Attachments, if any, in separately sealed envelopes and addressed to:

Office of Procurement
Montgomery College
9221 Corporate Boulevard
Rockville, MD 20850

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 date and time of receipt of proposals in the College's Procurement Office.

PART 1 – ITEMS REQUIRED FOR ALL TECHNICAL PROPOSAL (PART A) SUBMISSIONS

- 1.1. Technical Proposal Form, Section 004213 A
- 1.2. Attachments specified in Technical Proposal Form Section 004213 A, 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. Contractor's Relevant Project Experience
 - 1) Submit a list of the major projects your organization has completed in the last three 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.

Two of the projects included shall be within the Metropolitan Baltimore-Washington region. Document successful completion of paving projects with concrete curb and gutter replacement of roughly 1.5 to 2.75 acres, within the last three years, such as:

- Demonstrated experience with projects whose construction value is above \$500,000.
 - Demonstrated experience with comparable projects for academic institutions.
 - Demonstrated experience of sequencing and coordinating paving work with other separately contracted prime trade contractors hired by the owner to work on the same project.
 - Demonstrated experience with tree protections and maintenance of sediment control protection measures during construction.
 - 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. Two (2) of the project references shall be within the Metropolitan Baltimore-Washington areas.

Provide a brief description of the scope of work identifying whether the paving work performed were for new installation or resurfacing of existing pavement 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 these with the submission.

- D. 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 paving work 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 comparable paving projects for academic institutions.
- E. 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.
- F. Minority Participation Form per Section 004539
 - G. Exceptions to the General and Supplementary Conditions of the Contract, if applicable
 - H. Acknowledgement of Receipt of Addenda, if applicable
 - I. Mid-Atlantic Purchasing Team Rider Clause (optional)

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

- 2.1 Price Proposal Form, per Section 004213B
- 2.2 Bonding Company Letter Guaranteeing the Required 100% Performance, Labor and Material Payment Bonds
 - A. Contractor shall submit **one original** and **two copies** of a letter from the Contractor's bonding company stating that it guarantees to furnish the required 100% performance and labor and material payment bonds, upon request by the College for any future projects exceeding \$100,000, 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

TECHNICAL PROPOSAL FORM (REVISED)

To: Montgomery College

Re: RFP No.: 619-008
Time and Materials On-call Paving Services

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

From: _____
(Provide Your Company’s Name)

PART 1 - Contractor must submit **one original plus three copies**, marked “Original” or “Copy” accordingly of the Technical Proposal Form and all Attachments (see PART 5 – Proposal Submittal Attachments).

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

PART 3 - Contractor acknowledges receipt of the following Addenda:

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

PART 4 - The Contractor proposes to provide all of the necessary labor, materials, equipment, and insurance for the Time and Materials On-call Paving Services 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 respond to the on-call service requests within the time limit as set forth in the Request for Proposal documents.

PART 5 - PROPOSAL SUBMITTAL ATTACHMENTS

(Submit one (1) original plus three (3) Copies of the Technical Proposal Form and all Attachments)

- A. Contractor's Qualification Statement including Financial Statements, Section 004513-1
- B. Copy of Contractor's Maryland License
- 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. Minority Participation Form, Section 004539-1
- G. Any exceptions to the General and Supplementary Conditions of the Contract, if applicable
- H. Acknowledgement of Receipt of Addenda, if applicable
- I. Mid-Atlantic Purchasing Team Rider Clause (optional)

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)

(Contact E-mail Address)

BE SURE TO SIGN YOUR PROPOSAL

APPLICATION AND CERTIFICATE FOR PAYMENT

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

APPENDIX A

MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms
 - 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
 - 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.
2. Other Conditions - Contract and Reporting
 - 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
 - 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
 - 2.3 Contract obligations rest solely with the participating entities only;
 - 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region. A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links:

www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and
<http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>



RFP NO.: 619-008

**TIME AND MATERIALS
ON-CALL PAVING SERVICES**

**Issue Date: March 27, 2019
Montgomery College
Office of Facilities and Public Safety
9221 Corporate Boulevard
Rockville, MD 20850**

TABLE OF CONTENTS

INTRODUCTORY INFORMATION

000101	Project Title Page
000110	Table of Contents

Div. 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**PROPOSAL REQUIREMENTS**

001119	Invitation Letter of Request for Proposal
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C-5	Temporary Asphalt Berm
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E-3	Super Silt Fence
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D6	Typical Concrete Sidewalk against Curbs
D7	Typical Sign Posts Detail
D8	Typical 6' Wide Stair Detail

END OF TABLE OF CONTENTS



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

REQUEST FOR PROPOSAL

No **619-008**
Technical & Price Proposals

DATE ENTERED	BID CLASS	PAGE	of
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THIS IS NOT AN ORDER

MONTGOMERY COLLEGE

REQUEST FOR PROPOSAL RFP NO.: 619-008

TIME AND MATERIALS ON-CALL PAVING SERVICES

It is the intent of this Request for Proposals (RFP) to provide Montgomery College with construction services for the **Time and Materials On-call Paving Services**.

The RFP process will be conducted through a **single stage two-envelope system**. Interested Contractors are requested to submit their Technical Proposals (Part A) and Price Proposals (Part B) in two separate and sealed envelopes/boxes simultaneously. Complete offers comprising Technical Proposals and Price Proposals must be delivered and received by the **Montgomery College Procurement Office located at 9221 Corporate Boulevard, Rockville, Maryland 20850** on or before the date and time defined below. Proposals will not be accepted if sent by facsimile or electronic mail, or if received after the closing date and time.

PROPOSALS WILL BE ACCEPTED UNTIL THE CLOSING TIME OF 3:00 PM LOCAL TIME ON APRIL 24, 2019.

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, Montgomery College Standard Performance Bond, Labor and Material Payment Bond, Application and Certificate for Payment, General Conditions, Supplementary Conditions, Technical Specifications and Drawings and all Addenda if any.

An electronic PDF version of RFP documents may be obtained by downloading the file from the Procurement website at <http://www.montgomerycollege.edu/procure/> on or after **March 27, 2019**, at no charge.

A Pre-Proposal Conference will be held on April 10, 2019 at 10:00 a.m. in Room S108, first floor Board Gallery, Central Services Building, 9221 Corporate Boulevard, Rockville, Maryland 20850. Attendance by Contractors is strongly encouraged.

Request for clarifications from contractors must be submitted in writing no later than **5:00 PM April 19, 2019**. All procurement questions shall be directed, to Yu (Judy) Zhu, Purchasing Manager, Procurement Office, Montgomery College, Fax: 240-567-6397, E-mail: yu.zhu@montgomerycollege.edu. All technical questions shall be directed in writing to Eric Koh, College Architect, Office of Facilities & Public Safety, Montgomery College, Fax: 240-567-9125, E-mail: eric.koh@montgomerycollege.edu.

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

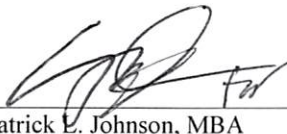
Proposals will be evaluated by a College Selection Committee. Evaluation will be based on the substantiated ability of the Contractor to perform the required construction services described in the Request for Proposal documents, and the Contractor's responsiveness to Technical Proposal and Price Proposal 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: NO BID BOND AND PERFORMANCE BOND ARE REQUIRED FOR PROPOSAL SUBMISSION. 100% PERFORMANCE BOND AND 100% PAYMENT BOND MAY BE REQUIRED FOR INDIVIDUAL TASK ORDER EXCEEDING \$100,000.

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

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

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



Patrick E. 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.

CONDITIONS AND INSTRUCTIONS

- 1. ADDITIONAL ORDERS:** Unless it is specifically stated to the contrary in the bid response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.
- 2. APPLICABLE LAW:** This contract shall be construed and interpreted according to Maryland law.
- 3. ASSURANCE OF NON-CONVICTION OF BRIBERY:** The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal government.
- 4. AUDIT:** Bidder shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued from this solicitation. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of bidder and any subcontractor involving transactions related to this Agreement during the term of this Agreement and for a period of three (3) years after final payment under this Agreement.
- 5. AWARD CONSIDERATIONS:** Awards of this bid will be made to the lowest responsible bidder conforming to specifications with consideration being given to quantities involved, time required for delivery, purpose for which required, responsibility of bidder and its ability to perform satisfactorily with consideration to any previous performance for Montgomery Community College. A bid may be awarded at the sole discretion of the College in the best interest of the College. Prompt payment discounts will not be considered in bid evaluation. All discounts other than prompt payment are to be included in bid price.
- 6. BID AND PERFORMANCE SECURITY:** If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery Community College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Director of Procurement deems the failure to be nonsubstantial. Such bid bonds or checks will be returned to all except the three (3) lowest bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful bidder(s) within forty-eight (48) hours after receipt of the performance bond.
- 7. BRAND NAMES:** Brand name materials used in these specifications are known and acceptable. Bids including proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the bidder, and proof must be to the College's satisfaction.
- 8. COMPLIANCE WITH LAWS:** Bidder agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, bi-county, regional and local laws, ordinances, rules and regulations in effect as of the date of this Agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.
- 9. CONTINGENT FEES:** Bidder hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the bidder, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of a contract as a result of this solicitation.
- 10. DELIVERY AND PACKING:** All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful bidder to the designated location as indicated on the Montgomery Community College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.
- 11. DELIVERY OF BIDS:** Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED. Late bids will be returned to the bidder unopened. Bids submitted by mail must be addressed to the Procurement Office, Montgomery College, **9221 Corporate Boulevard, Rockville, Maryland 20850**, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College, **Central Services Building, 9221 Corporate Boulevard, Rockville, Maryland 20850**.
- 12. DISPUTES:** Any dispute arising under a contract awarded as a result of this bid which is not disposed of by agreement shall be decided by the President of the College or designee. Pending the final decision of the dispute, contractor shall proceed with the contract performance. Nothing hereunder shall be interpreted to preclude the parties from seeking after completion of the contract any and all remedies provided by law.
- 13. ERRORS IN BIDS:** Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after bid opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the bidder must be evident on the face of the bid.
- 14. HAZARDOUS AND TOXIC SUBSTANCES:** Bidder must comply with all applicable Federal, State, County and bi-county laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the College with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.
- 15. INSPECTION OF PREMISES:** If a site visit is recommended or required, each bidder is responsible to visit the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s) involved. No allowance will be made to the successful bidder, at a later date, for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.
- 16. INSURANCE:** If a contract results from this bid, the contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.
- 17. MARYLAND PUBLIC INFORMATION ACT:** Bidder recognizes that the College is subject to the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.
- 18. NON-ASSIGNMENT AND SUBCONTRACTING:** Bidder shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by bidder with any other party for furnishing the services to be performed under a contract issued from this solicitation without the written approval of the College. These provisions will not be taken as requiring the approval of the contract of employment between bidder and its personnel.
- 19. NON-COLLUSION:** Bidder certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within bid or offer is submitted.
- 20. NON-DISCRIMINATION:** Bidder assures the College that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sex, race, age, color, creed, national origin, religious belief, handicap, marital status, or status as a disabled veteran or veteran of the Vietnam era. Bidder further agrees to post in conspicuous places notices setting forth the provisions of the nondiscrimination clause and to take affirmative action to implement the provisions of this section. Bidder further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
- 21. PATENTS:** Bidder guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the College, its trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.
- 22. PREPARATION OF BID:** Bids submitted must be hand signed by an authorized agent of the company submitting the bid. Notification of award will be made by "Notice of Intent to Award" and/or purchase order. A bidder may attach a letter of explanation to the bid for clarification. Bidders will be required, if requested by Montgomery Community College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any bidder's place of business prior to award of contract to determine bidder responsibility.
- 23. PRODUCT TESTING DURING TERM OF CONTRACT:** Goods delivered under any contract resulting from this Request for Bid may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the vendor.
- 24. RECORD RETENTION:** If awarded a contract, vendor shall maintain books and records relating to the subject matter of this Agreement, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this Agreement.
- 25. REJECTIONS AND CANCELLATIONS:** Montgomery Community College reserves the right to accept or reject any or all bids in whole or in part for any reason. The College reserves the right to waive any informalities and to make awards in the best interest of the College. The College also reserves the right to reject the bid of any bidder who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this bid. The College may cancel this solicitation in whole or in part, in its sole discretion.
- 26. RIDER PROVISION FOR MONTGOMERY COUNTY PUBLIC SCHOOLS AND MONTGOMERY COUNTY:** The bidder agrees when submitting the bid that it will make available to every office and department of the Montgomery County Public Schools and the Montgomery County Government the same bid prices, terms and conditions offered during the term of contract. Orders will be placed directly by these agencies. There will be no penalty if bidder notes exception to this provision in the bid offered.
- 27. SAMPLES AND CATALOG CUTS:** If samples are required, bidder shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No. ____" and each sample shall be tagged or marked. Failure of the bidder to clearly identify samples as indicated may result in rejection of bid. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.
- 28. SIGNATURE:** Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the bid and contract, including the bid summary, copy of contract, and purchase order, will be mailed or delivered to the address shown on the bid. NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.
- 29. TAXES:** The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. Bidder shall be responsible for the payment of any and all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes.
- 30. TERMINATION BASED ON LACK OF FUNDING:** Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the College's appropriating authority is deemed to be the Board of Trustees of Montgomery Community College. Insufficient funds shall be grounds for immediate termination of this solicitation.
- 31. TERMINATION FOR DEFAULT:** If an award results from this bid, and the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination.
- 32. TERMINATION FOR THE CONVENIENCE OF THE COLLEGE:** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Montgomery Community College shall deem that termination is in the best interest of the College. Such determination shall be in the sole discretion of the President. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.
- 33. WARRANTY:** Bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The bidder further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at bidder's sole expense.

INSTRUCTIONS TO CONTRACTORS

PART 1 - PROPOSAL AND AWARD SCHEDULE

1.1 PROPOSAL SCHEDULE

March 27, 2019	RFP Documents Available
April 10, 2019	Pre-Proposal Conference
April 19, 2018	Last Date for Requests for Information
April 24, 2019	Technical Proposal (Part A) and Price Proposal (Part B) Due
June 17, 2019	Conclusion of Proposal Evaluation and Recommendation for Contract Award to be Approved by College's Board of Trustees

1.2 AWARD SCHEDULE

It is the College's intention to seek approval of award of this contract at the **June 17, 2019** meeting of the College's Board of Trustees, and 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 AND SITE EXAMINATION

- 2.1 A Pre-Proposal Conference will be held on **April 10, 2019 at 10:00 a.m., in Room S108, first floor Board Gallery, Central Services Building, 9221 Corporate Boulevard, Rockville, Maryland 20850**. Attendance by Contractors is strongly encouraged, but is not required. No site visit will be provided immediately following the Pre-Proposal Conference.

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, Performance, Labor and

Material Payment Bonds, Application and Certificate for Payment, General Conditions, Supplementary Conditions, Technical Specifications, Drawings and all Addenda if any.

- 3.2 An electronic PDF of the RFP documents can be downloaded from the 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 Contractors are ENCOURAGED to examine and investigate existing site conditions prior to submitting a technical proposal. To schedule a site visit after the Pre-Proposal Conference, please send a written request to:

Yuling Mei, Senior Architect

Email: yuling.mei@montgomerycollege.edu

- 4.2 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.
- 4.3 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), they should submit requests for clarification, in writing to:

Eric Koh, College Architect

E-mail: 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 IN WRITING NO LATER THAN **5:00 PM ON APRIL 19, 2019.**

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

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

6.1 Contractors shall submit proposals in two separately sealed envelopes/boxes, one containing the Technical Proposal (Part A) submission and the second containing the Price Proposal (Part B) submission.

6.2 **One original** and **three copies** of the **Technical Proposal (Part A)** submission are required. The cover page of each copy should be clearly marked "original" or "copy" accordingly.

6.3 **One original** and **two copies** of the **Price Proposal (Part B)** submission are required. The cover page of each copy should be clearly marked "original" or "copy" accordingly.

6.4 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.

- 6.5 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.: 619-008 (A)
Proposal Due Date: April 24, 2019
Proposal Due Time: 3:00 PM
Contractor's Name: _____
Contractor's Address: _____

Project Title: Time and Materials On-call Paving Services

PART B - PRICE PROPOSAL

RFP No.: 619-008 (B)
Proposal Due Date: April 24, 2019
Proposal Due Time: 3:00 PM
Contractor's Name: _____
Contractor's Address: _____

Project Title: Time and Materials On-call Paving Services

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

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 be closed at the stated time on the next open business day, unless the Contractor is notified otherwise.

PART 8 - ERRORS IN PROPOSALS

- 8.1 The College assumes that Contractors 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 contract will be awarded in consideration of Technical Proposal and Price Proposal and the substantiated ability of the low responsible and responsive Contractor under an equitable bid process to perform the required construction services described in the RFP Documents.

10.2 Evaluation Criteria

A. Technical Proposal (Part A):

Part A Technical Proposal responses will be opened first, and evaluated 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**. Price Proposals from only those Contractors who are deemed qualified following the review of the Technical Proposals, will then be opened and reviewed. Price Proposals from those Contractors deemed not qualified after the review of the Technical Proposals will not be opened.

Part A Contractor's Technical Proposal 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. Exceptions to the Form of Contract, if applicable

B. Price Proposal (Part B):

Price Proposals from only those Contractors who are deemed qualified following the review of the Technical Proposals, will then be opened and reviewed. Contractor's Price Proposal will be evaluated by the College Procurement Office based on the following:

- a. Base Price Total
- b. Bonding Company Letter Guaranteeing the Required 100% Performance, Labor and Material Payment Bonds

- 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.

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 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.
- F. 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.
- G. 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.
- H. 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

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. 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.

PART 2 – PREVAILING WAGES

- 2.1. With regard to General Condition 3.3.1.3, please note that the project is NOT subject to State of Maryland DLLR Prevailing Wage Rate requirements in general, unless the task order work is partially or wholly funded by the State.

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. With the Price Proposal (Part B), Contractor shall furnish a Letter of Intent from a Bonding Company for the Time and Material Electrical On-call Services, as required below.
 - A. Contractor shall submit **one original** and **two copies** of a letter from the Contractor's bonding company stating that it guarantees to furnish the required 100% performance and labor and material payment bonds, upon request by the College for any future projects

exceeding \$100,000, 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, and any other on-call paving services exceeding \$100,000, 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. 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.
- 4.4. 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 – LIST OF SUBCONTRACTORS (UPON REQUEST)

- 6.1. Within three (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 7 – VENDOR QUALIFICATIONS (UPON REQUEST)

- 7.1. 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.
- 7.2. 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

7.3. The College reserves the right to reject any Vendor.

PART 8 – TAXES

8.1. 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 9 – LAWS AND REGULATIONS

9.1. 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.

PART 10 – CONTRACTOR'S MINIMUM QUALIFICATIONS

10.1. The Contractor must continuously be in business for a minimum of five years, with a minimum of five years of commercial experience performing large scale paving operations in an educational institution setting.

10.2. The contractor shall furnish the services of an experienced project manager/field supervisor, who shall be in charge of the work and provide direction to the crew at all time.

PART 11 – ESTIMATES

11.1. For each task order project, the Contractor must prepare and submit a Cost Estimate to the College for approval prior to performing work in accordance with contract prices, which will contain the following:

- A. Brief description of the work to be performed.
- B. Number of labor hours and type of labor.
- C. Material and equipment cost estimate.
- D. Estimated completion date.
- E. Contract number.
- F. Signature verifying estimate.

PART 12 – SUBCONTRACTING

12.1. Subcontractors may be allowed with the written approval and authorization by the College prior to start of any on call project. The Contractor is required to include in its estimate, the name of the proposed Subcontractor, three (3) examples of projects of similar size, and the scope of work/services to which the Subcontractor is proposed to perform. Contractor shall not subcontract

more than 30% of the aggregated estimated value of the Contract for each on call project. For work performed by a Subcontractor solely with its own forces, the Contractor may be entitled to a reasonable mark up for combined overhead and profit, but not to exceed 5% of the Subcontractor's labor, materials, equipment cost, overhead and profit. The Contractor and separately bonded subcontractors, if any, may be allowed the actual, reasonable additional cost for Bonds and Builder's Risk Insurance, if required for the work to be subcontracted.

END OF SUPPLEMENTARY INSTRUCTIONS TO CONTRACTORS

REQUIRED SUBMISSIONS

TO: PROSPECTIVE OFFERORS

FROM: PROCUREMENT OFFICE
MONTGOMERY COLLEGE

Proposals, **one original and three copies, including all Attachments, of the Technical Proposal Form (Part A)**, and **one original and two copies, including all Attachments, of the Price Proposal Form (Part B)** shall be submitted on the enclosed Proposal Forms, properly signed with the required Attachments, if any, in separately sealed envelopes and addressed to:

Office of Procurement
Montgomery College
9221 Corporate Boulevard
Rockville, MD 20850

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 date and time of receipt of proposals in the College's Procurement Office.

PART 1 – ITEMS REQUIRED FOR ALL TECHNICAL PROPOSAL (PART A) SUBMISSIONS

- 1.1. Technical Proposal Form, Section 004213 A
- 1.2. Attachments specified in Technical Proposal Form Section 004213 A, 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. Contractor's Relevant Project Experience
 - 1) Submit a list of the major projects your organization has completed in the last three 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.

Two of the projects included shall be within the Metropolitan Baltimore-Washington region. Document successful completion of paving projects with concrete curb and gutter replacement of roughly 1.5 to 2.75 acres, within the last three years, such as:

- Demonstrated experience with projects whose construction value is above \$500,000.
 - Demonstrated experience with comparable projects for academic institutions.
 - Demonstrated experience of sequencing and coordinating paving work with other separately contracted prime trade contractors hired by the owner to work on the same project.
 - Demonstrated experience with tree protections and maintenance of sediment control protection measures during construction.
 - 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. Two (2) of the project references shall be within the Metropolitan Baltimore-Washington areas.

Provide a brief description of the scope of work identifying whether the paving work performed were for new installation or resurfacing of existing pavement 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 these with the submission.

- D. 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 paving work 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 comparable paving projects for academic institutions.
- E. 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.
- F. Minority Participation Form per Section 004539
 - G. Exceptions to the General and Supplementary Conditions of the Contract

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

- 2.1 Price Proposal Form, per Section 004213B
- 2.2 Bonding Company Letter Guaranteeing the Required 100% Performance, Labor and Material Payment Bonds
 - A. Contractor shall submit **one original** and **two copies** of a letter from the Contractor's bonding company stating that it guarantees to furnish the required 100% performance and labor and material payment bonds, upon request by the College for any future projects exceeding \$100,000, 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

INFORMATION AVAILABLE TO CONTRACTORS**1.1 GENERAL PROVISIONS WHEN AN ON-CALL SERVICE REQUEST IS INITIATED**

- 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 may be available as reference documents for future on-call service requests. Documentation may be examined by submitting a written request to College's Project Manager initiating the on-call service request.

END OF INFORMATION AVAILABLE TO CONTRACTORS

TECHNICAL PROPOSAL FORM

To: Montgomery College

Re: RFP No.: 619-008
Time and Material On-call Paving Services

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

From: _____
(Provide Your Company’s Name)

PART 1 - Contractor must submit **one original plus three copies**, marked “Original” or “Copy” accordingly of the Technical Proposal Form and all Attachments (see PART 5 – Proposal Submittal Attachments).

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

PART 3 - Contractor acknowledges receipt of the following Addenda:

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

PART 4 - The Contractor proposes to provide all of the necessary labor, materials, equipment, and insurance for the Time and Materials On-call Paving Services 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 respond to the on-call service requests within the time limit as set forth in the Request for Proposal documents.

PART 5 - PROPOSAL SUBMITTAL ATTACHMENTS

(Submit one (1) original plus three (3) Copies of the Technical Proposal Form and all Attachments)

- A. Contractor's Qualification Statement including Financial Statements, Section 004513-1
- B. Copy of Contractor's Maryland License
- 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. Minority Participation Form, Section 004539-1
- G. Any exceptions to the FORM OF CONTRACT, if applicable
- H. 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)

(Contact E-mail Address)

BE SURE TO SIGN YOUR PROPOSAL

PRICE PROPOSAL FORM

To: Montgomery College

Re: RFP No.: 619-008
Time and Materials On-call Paving Services

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

From: _____
(Provide Your Company's Name)

PART 1 - Contractor must submit **one (1) original plus two (2) copies**, marked "Original " or "Copy" accordingly, of the Price Proposal Form and all attachments.

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

PART 3 - Contractor acknowledges receipt of the following Addenda:

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

PART 4 - BASE PRICE PROPOSAL: (State amounts in both words and numbers where indicated)

A. BASE PRICE:

To be issued through future purchase orders based on College needs for the initial one-year term of the Time and Material On-call Paving Services contract; having examined all matters referred to in the Request for Proposal documents including the specifications and drawings, the proposed grand total based on estimated quantities as shown on Unit Price Schedule No. 1, Line Item 69 of the Price Proposal Form (including all the costs associated with the requirements specified in the Request for Proposal documents) is:

(In Words): _____ **Dollars**

(In Numbers): \$ _____

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

A. ALLOWANCES – NOT USED

B. UNIT PRICES

Provide unit prices to establish a fixed basis for costs for adding or changing specified quantities of work from those indicated in the contract drawings and specifications, when directed in writing by the College to make such changes. The unit prices shall include all labor, materials, equipment, overhead, bonds, insurance and profit and shall either be added to or subtracted from the quantity of this type of work specified as a result of field conditions.

Unit Price No. 1 – Time and Material On-call Paving Services Unit Price Schedule:

The unit prices for on-call term contract shall include incidental materials or tools customary to perform required paving services, overhead, insurance and profit.

Item	Description	Estimated Quantities	Unit	Unit Price	Total Cost
1	Removal and disposal of 5” thick concrete sidewalk	500	S. F.		
2	Installation of 5” thick concrete sidewalk with turned down edges abutting surfaces other than adjoining sidewalks on compacted CR6 base as shown on D5 & D6	2,000	S. F.		
3	Compacted CR6 subbase in addition to what is shown and called for on typical details.	500	Ton		
4	HMA Full Depth: 5” Base Course. Aggregate size: 19.0 mm, Binder PG 64-22, 2” Surface Course. Aggregate size 9.5 mm, Binder PG 64-22, large machine laying as per D1.	1,000	SQ YD		
5	Removal and disposal of 30” square concrete light pole base 6’ deep and backfill with #57 stones to adjacent subgrade height.	15	Each		

6	HMA Full Depth: 4" Base Course. Aggregate size: 19.0 mm, Binder PG 64-22, Two layers of 2" of Surface Courses. Aggregate size 9.5 mm, Binder PG 64-22, large machine laying as per D2.	600	SQ YD		
7	HMA: Base Course. Aggregate size: 25.0 mm, Binder: PG 70-22, large machine laying.	7,000	SQ YD/Inch Thickness		
8	HMA: Surface Course. Aggregate Size: 12.5 mm, Binder: 70-22, large machine laying.	7,000	SQ YD/Inch Thickness		
9	HMA: Base Course. Aggregate size: 19.0 mm, Binder: PG 64-22, small machine laying for asphalt sidewalks.	4,000	SQ YD/Inch Thickness		
10	HMA: Surface Course. Aggregate size: 9.5 mm, Binder: PG 64-22, small machine laying for asphalt sidewalks.	4,000	SQ YD/Inch Thickness		
11	Patching 3" Deep. Furnish and install HMA surface course, aggregate size: 9.5 mm, Binder: PG 64-22.	2,000	SQ YD		
12	Patching 3" Deep. Furnish and install HMA surface course, aggregate size: 12.5 mm, Binder PG 70-22.	2,000	SQ YD		
13	Patching 6" Deep. Furnish and install two (2) layers of 2" HMA base course, aggregate size: 19 mm, Binder: PG 64-22. One layer of 2" HMA surface course, aggregate size 9.5 mm, Binder PG 64-22.	2,000	SQ YD		
14	Patching 6" Deep. Furnish and install two (2) layers of 2" HMA base course, aggregate size: 25.0 mm, Binder: PG 70-22. One layer of 2" HMA surface course, aggregate size 12.5 mm, Binder PG 70-22.	2,000	SQ YD		
15	Grading – Hand Work	3,000	SQ YD		
16	HMA: Base Course. Aggregate size: 19.0 mm, Binder: PG 64-22, small hand laying for asphalt sidewalks.	2,000	SQ YD/Inch Thickness		
17	HMA: Surface Course. Aggregate size: 9.5 mm, Binder: PG 64-22, small hand laying for asphalt sidewalks.	2,000	SQ YD/Inch Thickness		
18	Removal and disposal of existing concrete curb and gutter per D3-A & D3-B.	2,000	L.F.		
19	Removal and disposal of 12" wide full depth asphalt and install 4 ½" flowable fill and 2" HMA Superpave final surface, Type 9.5 mm, Level 1.	2,000	L.F.		
20	Removal and disposal of 12" wide full depth asphalt and install 4 ½" flowable fill and 3" HMA Superpave final surface, Type 9.5 mm, Level 1.	1,000	L.F.		
21	Install reinforced concrete curb and gutter - Type D4-A. Include excavation and	2,000	L.F.		

	compaction for CR6 base as shown on D3-A & D3-B				
22	Install reinforced concrete flush curb - Type D4-B. Include excavation and compaction for CR6 base as shown on D3-A & D3-B	500	L.F.		
23	Install reinforced concrete curb - Type D4-C. Include excavation and compaction for CR6 base similar to shown on D3-A & D3-B	500	L.F.		
24	Install reinforced concrete curb and gutter - Type D4-D. Include excavation and compaction for CR6 base as shown on D3-A & D3-B	500	L.F.		
25	Install reinforced 12" high concrete curb - Type D4-E. Include excavation and compaction for CR6 base similar to shown on D3-A & D3-B	400	L.F.		
26	Provide expansion joint per D5	3,000	L.F.		
27	1" Mill and overlay – (0 – 500 S.Y.) Superpave Final Surface, Type 9.5 mm, Level 1.	400	SQ YD		
28	1" Mill and overlay – (501 – 1,000 S.Y.) Superpave Final Surface, Type 9.5 mm, Level 1.	600	SQ YD		
29	1" Mill and overlay – (1,000 – 2,000 S.Y.) Superpave Final Surface, Type 9.5 mm, Level 1.	1,500	SQ YD		
30	1" Mill and overlay – (2,000 – up S.Y.) Superpave Final Surface, Type 9.5 mm, Level 1.	3,000	SQ YD		
31	2" Mill and overlay – (0 – 500 S.Y.) per D3-B w/o filter fabric	400	SQ YD		
32	2" Mill and overlay – (501 – 1,000 S.Y.) per D3-B w/o filter fabric	600	SQ YD		
33	2" Mill and overlay – (1,000 – 2,000 S.Y.) per D3-B w/o filter fabric	1,500	SQ YD		
34	2" Mill and overlay – (2,000 – up S.Y.) per D3-B w/o filter fabric	5,000	SQ YD		
35	3" Mill and overlay – (0 – 500 S.Y.) per D3-A w/o filter fabric	400	SQ YD		
36	3" Mill and overlay – (501 – 1,000 S.Y.) per D3-A w/o filter fabric	600	SQ YD		
37	3" Mill and overlay – (1,000 – 2,000 S.Y.) per D3-A w/o filter fabric	1,500	SQ YD		
38	3" Mill and overlay – (2,000 – up S.Y.) per D3-A w/o filter fabric	8,600	SQ YD		
39	6" Milling (0 – 500 S.Y.)	50	SQ YD		
40	6" Milling (501 – 1,000 S.Y.)	200	SQ YD		
41	6" Milling (1,000 – 2,000 S.Y.)	200	SQ YD		
42	6" Milling (2,000 – up S.Y.)	100	SQ YD		
43	Furnish and install sign post per D7-A	8	Each		

44	Furnish and install sign post per D7-B	8	Each		
45	Adjust manholes to final grade with physical adjustments.	4	Each		
46	Adjust manholes to final grade with included extension rings.	4	Each		
47	Adjust water valves to final grade with physical adjustments.	4	Each		
48	Adjust water valves to final grade with included extension rings.	4	Each		
49	Apply polyurethane based crack filler per Specification Section 32 12 16	3,000	L.F.		
50	Install filter fabric per Specification Section 32 12 16 and D3-A & D3-B	70	SQ YD		
51	Furnish and install temporary fencing – 6' high chain link fence	800	L.F./Month		
52	Provide and maintain Stabilized Construction Entrance per B-1 – 25' wide.	1	Each		
53	Provide and maintain Temporary Asphalt Berm per C-5 – 25' wide	2	Each		
54	Provide and maintain Silt Fence per E-1	600	L.F.		
55	Provide and maintain Silt Fence on Pavement per E-2	150	L.F.		
56	Provide and maintain Super Silt Fence per E-3	600	L.F.		
57	Provide and maintain Filter Log per E-6	200	L.F.		
58	Provide and maintain Standard Inlet Protection per E-9-1	3	Each		
59	Provide and maintain Curb Inlet Protection per E-9-3	10	Each		
60	Provide and maintain Combination Inlet Protection per E-9-6	4	Each		
61	Prepare substrate and install 6' wide two-riser stair with stainless steel handrail per D8 w/o cheek wall. Stair to have 5" to 7" risers and 11" – 13" threads.	1	Each		
62	Add additional risers to Item 61.	3	Each Additional Riser		
63	Prepare substrate and install 6' wide two-riser stair with stainless steel handrail per D8 w/ 8" high cheek wall. Stair to have 5" to 7" risers and 11" – 13" threads.	1	Each		
64	Add additional risers to Item 63.	3	Each Additional Riser		
65	Provide and maintain Tree Protection Fences per City of Rockville Standards A-6.	250	L. F.		
66	Import unscreened top soil to backfill landscaped area to within 4" of finished grade	400	CU YD		

67	Import 4" of select of topsoil for planting per Specification Sections 31 20 00 & 32 91 13	100	CU YD		
68	Concrete saw cuts 6" deep minimum	200	L.F.		
69	TOTAL (Item 1 to 68)			\$	

C. ALTERNATES – NOT USED

D. SEPARATELY IDENTIFIED PRICES – NOT USED

PART 6 - BID SURETY (None)

PART 7 - PRICE PROPOSAL (PART B) SUBMITTAL ATTACHMENTS

(Submit One Original plus Two (2) Copies of the Price Proposal Form and all Attachments)

- A.** Bonding Company Letter Guaranteeing the Required 100% Performance, Labor and Material Payment Bonds
- B.** Procurement Office Questionnaire, if applicable

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

CONTRACTOR'S QUALIFICATION STATEMENT

Time and Materials On-call Paving Services

RFP No.: 619-008

Submit Montgomery College's "**Contractor's Qualification Statement**", unless otherwise indicated. A copy of the 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.

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 Bidder's suitability for providing services as a General Contractor for the referenced project.

SUBMITTED TO: Office of Procurement
MONTGOMERY COLLEGE

ADDRESS: 9221 Corporate Blvd.
Rockville, MD 20850

SUBMITTED BY:
TITLE:

COMPANY NAME:
ADDRESS:

NAME OF PROJECT: **Time and Materials On-call Paving Services**

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 Please 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 major 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 law suits 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 at least three (3), but no more than five (5), of the 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 _____, 2019.

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 _____, 2019.

Notary Public:

My Commission Expires:

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 PRICE:

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

Title

PROCUREMENT OFFICE QUESTIONNAIRE

RFP Number: 619-008

RFP Title: Time and Materials On-call Paving Services

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

Address

Please return to:
Montgomery College
Procurement Office
9221 Corporate Boulevard
Rockville, Maryland 20850

Montgomery College
Standard Performance Bond

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (*Name and Location*):

BOND

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

Amount:

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

(Any additional signatures appear on the last page)

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

AGENT or BROKER:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 DEFINITIONS

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

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

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

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

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

PAYMENT BOND

Time and Material On-call Paving Services

RFP No.: 619-008

Use AIA Document A312-2010, Payment Bond

**MONTGOMERY COLLEGE
GENERAL CONDITIONS OF THE CONTRACT**

TABLE OF CONTENTS

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

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

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

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

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

- 5. CONSTRUCTION BY COLLEGE OR BY SEPARATE CONTRACTORS**

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

- 7. PAYMENTS AND COMPLETION**
 - 7.1 SCHEDULE OF VALUES
 - 7.2 PROGRESS PAYMENTS
 - 7.3 ACCEPTANCE OF THE WORK AND FINAL PAYMENT
 - 7.3.1. Partial Acceptance
 - 7.3.2 Substantial Completion and Final Inspection
 - 7.3.3. Application for Final Payment
 - 7.4 ASSIGNMENT OF CONTRACT MONIES
 - 7.5 AUDIT

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

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

- 10. CORRECTION OF WORK**
 - 10.1 CORRECTION OF WORK
 - 10.1.1 Correction of Work before Final Payment
 - 10.1.2 Correction of Work after Substantial Completion of Work
 - 10.2 ACCEPTANCE OF NON-CONFORMING WORK

- 11. MISCELLANEOUS PROVISIONS**
 - 11.1 LEGAL OBLIGATIONS, RELATIONS AND RESPONSIBILITIES
 - 11.1.1 Laws to be Observed
 - 11.1.2 Regulations
 - 11.2 INDEPENDENT CONTRACTOR
 - 11.3 EQUAL OPPORTUNITY
 - 11.4 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986
 - 11.5 ASSURANCE OF NONCONVICTION OF BRIBERY
 - 11.6 CONFLICT OF INTEREST
 - 11.7 ASSIGNMENT AND SUBCONTRACTING
 - 11.8 CONTINGENT FEES
 - 11.9 MARYLAND PUBLIC INFORMATION ACT
 - 11.10 TESTING AND INSPECTION
 - 11.11 NO WAIVER OF RIGHTS – COLLEGE’S REMEDIES CUMULATIVE – COLLEGE’S DAMAGES
 - 11.12 REGISTRATION OF CORPORATIONS NOT INCORPORATED IN THE STATE OF MARYLAND

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

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

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

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

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

1.1.4. The "Contract Documents" are the Agreement, the Request for Bid or Request for 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
MONTGOMERY COLLEGE GENERAL CONDITIONS**

007200-8

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's 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 work days)" 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	SEP	OCT	NOV	DEC
4	5	4	5	5	3	3	3	2	4	4	4

A lost work day 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	= 15% of A
C.	Subcontractor's Bonds and Builder's Risk Insurance if required	= as a % of A+B
D.	Contractor's combined OH&P	= 5% of A
E.	Contractor's Bonds and Builder's Risk Insurance if required	= as a % of A+B+C+D
F.	Total Maximum Modification of Contract Sum:	= A+B+C+D+E

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

6.1.3.3. The allowable percentages for cost and overhead and profit as provided in subsections 6.1.3.2 (6) and (7) and elsewhere are deemed to include but not be limited to all costs and expenses of the following kinds: project management, supervision and coordination; job supervision and field office expenses required by the Contract; expenses for supervisors, superintendents, managers, timekeepers, clerks and watchmen; cost of correspondence of any kind; insurance not specifically mentioned herein; all expenses in connection with the maintenance and operation of the field office, use of small tools, cost of vehicles generally used for transporting either Workers, materials, tools or

equipment to job location and incidental job burdens; and all expenses or maintenance for operation of Contractor's regularly established principle office, branch office, similar facilities and all other costs and expenses customarily classified as overhead 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
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- 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

SUPPLEMENTARY CONDITIONS

PART 1 - COMPLEX STRUCTURES

- 1.1. Section 007200, General Conditions, Paragraph 3.1.2. Montgomery County Complex Structures process does apply to this project.

PART 2 - CONTRACT TERM OF THE TIME AND MATERIAL ON-CALL PAVING SERVICES

- 2.1 The initial term of the on-call paving services will be **one (1) year from date of award**. At the sole option of the College, the contract may be renewed for **up to four times on an annual basis**, subject to funding availability and need, and if the Contractor has complied with the terms and conditions of the contract and its service has been satisfactory. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College.

PART 3 – ESTIMATES

- 3.1 Should the need arise, the authorized College representative(s) may contact the successful Contractor for a site inspection and prepare a cost estimate for approval prior to performing work, in accordance with the unit prices set forth in **Unit Price No. 1: Time and Material On-call Paving Services Unit Price Schedule, Section 004213B, Part 5.B**. The estimate shall contain the following:
 - a. Job location including the campus and the name of the building
 - b. Brief description of the work to be performed
 - c. Estimated completion date
 - d. Contract number
 - e. Signature verifying the estimate
- 3.2 The estimated quantities listed in Section 004213B, Part 5.B, Unit Price 1, are best estimation by the College for the anticipated paving services per year. The total quantities could be adjusted up or down based on actual needs and the availability of funding. In no way should these estimated quantities be construed as guaranteed yearly minimum quantities for the electrical on-call services contract.

PART 4 – METHOD OF ORDERING

- 4.1 Written purchase orders, or blanket purchase order(s) will be issued by the Office of Procurement to the successful Contractor, upon approval of the Contractor's cost estimate(s). No compensation will be considered in addition to the approved estimate(s) unless modified in writing by the authorized College representative(s).

PART 5 – CONTRACT DOCUMENTS

- 5.1 The Request for Proposal in its entirety, the accepted Offeror's proposal, and the College purchase order will form the Contract. Offeror requiring the signed contract or terms and conditions separate and apart from the foregoing must submit such a contract, terms, and conditions with the technical proposal response. The contract will be examined and evaluated along with the Offeror's proposal. The College reserves the right to reject the Offeror's contract form and terms and conditions.

PART 6 – PRICE ADJUSTMENT

- 6.1 Contract prices are to remain fixed for the initial term. Requests for price adjustment after first year must be submitted in writing within 60 days of expiration of year one contract term. The same will apply to for all successive contract renewal period, should the college elect to exercise them. Any approved increase will take effect at the start of a contract renewal terms. A contract price adjustment request, along with supporting documents must be sent to the Director of Procurement. The College reserves the right to request additional supporting documentation. Any price adjustment s cannot exceed the Consumer Price Index (CPI) for the Washington, DC-Baltimore Metropolitan Area as published by the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (CPI-U), not seasonally adjusted; most current year final index (no preliminary).

END OF SUPPLEMENTARY CONDITIONS

SECTION 03 30 00

CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. Related Sections:
 - 1. None

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Mix Design: For each concrete mixture.
- C. Steel Reinforcement Shop Drawings: Not Required.
- D. Formwork Shop Drawings: Not required.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."
- D. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301, "Specifications for Structural Concrete,"
 - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- E. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- F. Preinstallation Conference: Conduct conference at the job site.

PART 2 - PRODUCTS**2.1 FORM-FACING MATERIALS**

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
 - 1. Galvanized Reinforcing Bars: ASTM A 767/A 767M, zinc coated after fabrication and bending.
 - 2. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M, epoxy coated, with less than 2 percent damaged coating in each 12-inch (300-mm) bar length.
- B. Epoxy-Coated Welded Wire Reinforcement: ASTM A 884/A 884M, Class A Coated, Type 1 plain steel.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, [Type I] Retain supplementary cementing materials from first two subparagraphs below if permitted. Ready-mix concrete manufacturer blends these materials with portland cement. Fly ash, slag, or pozzolanic materials may slow rate of concrete strengthening and affect color uniformity.
 - a. Fly Ash: ASTM C 618, [Class F]
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, graded.
 - 1. Maximum Coarse-Aggregate Size: 1-1/2 inches (38 mm) nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M.

2.4 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.

- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.5 FIBER REINFORCEMENT

Not applicable.

2.6 VAPOR RETARDERS

- A. Sheet Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 6 mils (0.25 mm) thick.

2.7 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
- G. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
1. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- H. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
1. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.8 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.

2.9 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
- D. Proportion normal-weight concrete mixture as follows:
 - 1. Minimum Compressive Strength: 4,000 psi at 28 days.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.45
 - 3. Slump Limit: 4 inches max.
 - 4. Air Content: 7 percent, plus or minus 1.5 percent.

2.10 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.11 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 VAPOR RETARDERS

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
 - 1. Lap joints 6 inches and seal with manufacturer's recommended tape.

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Use a proper bending tool for bend. Heat or torch is not allowed for bending.

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install in such a way that strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Sawed joints are not allowed.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
- E. Waterstops: Install in construction joints and at other joints indicated according to manufacturer's written instructions.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.

3.7 FINISHING FORMED SURFACES

- A. Broom Finish: Surface of concrete curb and gutter and sidewalk shall be broom finished.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
- C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:
 - 1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
 - 2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part Portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
 - 3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix one part portland cement and one part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and

during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer. Curing and sealing compound in subparagraph below is usually for floors and slabs and may act as a permanent surface finish.
4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.9 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.10 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

END OF SECTION 03 30 00

SECTION 31 20 00**EARTHMOVING****PART 1 - GENERAL**

1.1 SUMMARY

A. Section Includes:

1. Preparing subgrade for pavements, curb and gutter, sidewalk, turf and grass.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for concrete slabs-on-grade.
4. Rock excavation
5. Excavating and backfilling of utility trenches.

1.2 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
- B. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- C. Borrow Soil: Satisfactory soil imported from off-site for use as controlled fill or backfill.
- D. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- F. Fill: Materials used to raise existing grades.
- G. Structures: Buildings, footings, foundations, retaining walls, slabs, manholes, catch basin, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- H. Subbase Course: Aggregate layer placed between the subgrade and base course of hot-mix asphalt pavement, or aggregate layer placed between the subgrade and cement concrete pavement or cement concrete or hot-mix asphalt walk.
- I. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

- J. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 QUALITY ASSURANCE

- A. Pre-excavation Conference: Conduct conference at the Project site.

1.4 PROJECT CONDITIONS

- A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.
- B. Do not commence earth moving operations until shoring or other required protective measures are installed.

PART 2 – PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, SM or ML according to ASTM D 2487 free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
 - 1. Liquid Limit: 25 max
 - 2. Plasticity Index: 10 max
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, OL, CH, MH, OH, and PT according to ASTM D 2487.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-1/2 inch sieve and not more than 8 percent passing a No. 200 sieve.

2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously

inscribed with a description of the utility; colored to comply with local practice or requirements of authorities having jurisdiction.

- B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored to comply with local practice or requirements of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 EXCAVATION, GENERAL

- A. Unclassified Excavation: This project is unclassified excavation. Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
- B. Rock Excavation: Rock excavation is defined as excavation of hard, compacted, or cemented materials that require blasting or the use of ripping and excavating equipment larger than defined for common excavation.

3.3 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1/2 inch . If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.4 EXCAVATION FOR PATIO

- A. Remove the entire existing surface cover as shown on the plan. All excavation activities shall be monitored by the owner's testing firm.

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

3.6 SUBGRADE INSPECTION

- A. Proof-roll the pavement subgrade with a drum roller to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrade.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.7 UNDERCUTTING

- A. Soft areas, as directed by Engineer, shall be undercut to the suitable bearing soils. Place No. 57 crushed stone or CR-6 as backfill.
 - 1. Backfill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material. Unsatisfactory soils may be used upon approval of Architect.
 - 2. Under walks and pavements, use satisfactory soil material.

3.10 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers. Only No. 57 crushed stone shall be used for backfill under the slab and footings.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Using a static compactor, compact soil materials to not less than the following percentages of maximum dry density according to ASTM D 698:
 1. Under structures, building slabs, steps, and pavements, scarify and compact top 8 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 2. Under walkways, scarify and compact top 8 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 3. Under turf or unpaved areas, scarify and compact top 8 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 4. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 2. Walks: Plus or minus 1 inch.
 3. Pavements: Plus or minus 1/2 inch.
- C. Finished Grading: All areas shall be graded smooth and raked to remove rocks and debris.

3.13 BASE COURSES UNDER PATIO

- A. Place base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course under pavements and walks as follows:
 1. Place subbase course with no compacted layer more than 8 inches thick.
 2. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry density according to ASTM D 698.

3.14 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.15 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 20 00

SECTION 32 12 16

ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cold milling of existing asphalt pavement.
2. Hot-mix asphalt patching.
3. Hot-mix asphalt paving.
4. Hot-mix asphalt overlay.

B. Related Requirements:

1. Section 312000 "Earth Moving" for subgrade preparation, fill material, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.
2. Section 321373 "Concrete Paving Joint Sealants" for joint sealants and fillers at pavement terminations.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at the job site.

1.3 ACTION SUBMITTALS

- A. Product Data: Submit data of each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Certificates: Submit all paving materials.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by MDOT.
- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of MDOT for asphalt paving work.

PART 2 - PRODUCTS**2.1 AGGREGATES**

- A. Coarse Aggregate: ASTM D 692/D 692M, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- B. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
- C. Mineral Filler: ASTM D 242/D 242M, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320, PG 64-22 .
- B. Tack Coat: ASTM D 977 emulsified asphalt, or ASTM D 2397 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.

2.3 AUXILIARY MATERIALS

- A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material; and recycled tires, asphalt shingles, or glass from sources and gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.
- B. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.
- C. Filter Fabric: Non-woven fabric of a minimum tensile strength of 100 lbs and CBR puncher of at least 300 lbs.
- D. Crack Filler: Use polyurethane products.

2.4 MIXES

- A. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes approved by Maryland Department of Transportation (MDOT) "Standard Specifications for Construction and Materials" and complying with the following requirements:
 - 1. Base Course: 19 mm PG 64-22 Superpave
 - 2. Surface Course: 9.5 mm PG 64-22 Superpave

PART 3 - EXECUTION**3.1 COLD MILLING**

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.
1. Mill to the depths as indicated on the plan.
 2. Remove any remaining old fabric after milling, if encountered.
 3. Patch surface depressions deeper than 1 inch after milling, as necessary, before surface course is laid.
 4. In the overlay area, after milling is completed, exposed pavement surface shall be cleaned and remaining cracks wider than 1/4 inches shall be filled with crack filler. Contractors shall assume in the bid a total of 1000 lf of crack repair. Also submit a unit price per linear ft for crack filler which will be used for adjustment when completed.

3.2 PATCHING

- A. Asphalt Pavement: Saw cut perimeter of patch and joint between the new and old asphalt to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05 to 0.15 gal./sq. yd.
1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Placing Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

3.3 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Proofroll pavement subgrade with heavy pneumatic-tired equipment or loaded dump truck to identify soft pockets and areas of excess yielding. Do not proofroll wet or saturated subgrade.
- C. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
- D. Crack Filler: Install crack filler in the cracks wider than 1/4 inches as directed by the geotechnical engineer. Polyurethane filler shall be heated to the manufacture's specification during placement.

- E. Filter Fabric: Place fabric upon completion of crack filler and cleaning. See Sec 2.3.C for fabric.
- F. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.4 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to the required grade, cross section, and thickness when compacted.
 - 1. Spread mix at a minimum temperature of 275 deg F .
 - 2. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.5 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.
 - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches .
 - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."

3.6 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Vibrations allowed for compaction. Compact hot-mix paving with hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density: Compact the hot mix asphalt to an average of between 92 and 98 percent of Marshall value according to ASTM D 2041.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.7 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus 1/4 inch no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch
 - 2. Surface Course: 1/8 inch
 - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.
- C. Field density tests will be conducted by the testing agency.
- D. Core samples shall be recovered by the contractor one at every 1000 sq yd or min. 3 cores per each pavement. Core samples shall be delivered to the testing agency for measurement of density and thickness.
- E. Patch core holes with cold patches immediately.

3.9 WASTE HANDLING

- A. General: Handle asphalt-paving waste according to approved waste management plan required by Montgomery County DEP.

END OF SECTION 321216

SECTION 32 91 13

SOIL PREPARATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes planting soils specified by composition of the mixes, for planting on grade.

1.2 DEFINITIONS

- A. Imported Soil: Soil that is transported to Project site for use.
- B. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- C. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- D. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- E. Imported Soil: Soil that is transported to Project site for use.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each bulk-supplied material, one quart volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed, and will provide recommendations for soil amendments.

1.6 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction soil analyses on existing, on-site soil, imported soil and compost.
- B. Preconstruction Soil Analyses: For each unamended soil type, perform testing on soil samples and furnish soil analysis and a written report containing soil-amendment and fertilizer recommendations by a qualified testing agency performing the testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.

1.7 IMPORTED SOIL, COMPOST AND PLANTING SOIL MIX TESTING

- A. Provide soil test results and recommendations for all imported topsoil, manufactured planting soil and compost per Testing Requirements article.
- B. Provide soil test and recommendations for each 500 CY of imported topsoil, and planting soil.
- C. Provide soil test and recommendations for each planting soil mix per article 2.3 Planting Soils by Composition.

1.8 TESTING REQUIREMENTS

- A. General: Perform tests on soil samples according to requirements in this article.
- B. Physical Testing:
 - 1. Soil Texture: Soil-particle, size-distribution analysis by one of the following methods according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods":
 - a. Sieving Method: Report sand-gradation percentages for very coarse, coarse, medium, fine, and very fine sand; and fragment-gradation (gravel) percentages for fine, medium, and coarse fragments; according to USDA sand and fragment sizes.
 - b. Hydrometer Method: Report percentages of sand, silt, and clay.
 - 2. CEC: Analysis by sodium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."
- C. Fertility Testing: Soil-fertility analysis according to standard laboratory protocol of , including the following:
 - 1. Percentage of organic matter.
 - 2. CEC, calcium percent of CEC, and magnesium percent of CEC.
 - 3. Soil reaction (acidity/alkalinity pH value).
 - 4. Buffered acidity or alkalinity.
 - 5. Nitrogen ppm.
 - 6. Phosphorous ppm.
 - 7. Potassium ppm.
 - 8. Manganese ppm.
 - 9. Manganese-availability ppm.
 - 10. Zinc ppm.
 - 11. Zinc availability ppm.
 - 12. Copper ppm.

- 13. Sodium ppm.
 - 14. Soluble-salts ppm.
 - 15. Presence and quantities of problem materials including salts and metals cited in the Standard protocol. If such problem materials are present, provide additional recommendations for corrective action.
 - 16. Other deleterious materials, including their characteristics and content of each.
- D. Organic-Matter Content: Analysis using loss-by-ignition method according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."
- E. Compost testing: Also provide C:N ratio.
- F. Recommendations: Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated to produce satisfactory planting soil suitable for healthy, viable plants indicated. Include, at a minimum, recommendations for compost, nitrogen, phosphorous, and potassium fertilization, and for micronutrients. Provide recommendations for addition of organic compost in lieu of inorganic fertilizer.
- 1. Fertilizers and Soil Amendment Rates: State recommendations in weight per 1000 sq. ft. for 6-inch depth of soil.
 - 2. Soil Reaction: State the recommended liming rates for raising pH or sulfur for lowering pH according to the buffered acidity or buffered alkalinity in weight per 1000 sq. ft. for 6-inch depth of soil .

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.
- B. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Do not move or handle materials when they are wet or frozen.
 - 4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Regional Materials: Imported soil manufactured planting soil and soil amendments and fertilizers shall be manufactured within 500 miles of Project site from materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles of Project site.

2.2 TOPSOIL

- A. Imported, naturally formed soil from off-site sources and consisting of sandy loam or loam soil according to USDA textures.
- B. Sources: Take imported, unamended soil from sources that are naturally well-drained sites where topsoil occurs at least 4 inches deep, not from agricultural land, bogs, or marshes; and that do not contain undesirable organisms; disease-causing plant pathogens; or obnoxious weeds and invasive plants including, but not limited to, quackgrass, Johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel, and brome grass.
- C. Additional properties of imported topsoil before amending: Soil reaction of pH 6 to 7 and minimum of 2 percent organic-matter content, friable, and with sufficient structure to give good tilth and aeration.

2.3 PLANTING SOILS SPECIFIED BY COMPOSITION

- A. General: Soil amendments, fertilizers, and rates of application specified in this article are guidelines that may need revision based on testing laboratory's recommendations after preconstruction soil analyses are performed.
 - 1. Planting-Soil Type: Tree Planting
 - a. Mix half (1/2) existing soil, one quarter (1/4) imported topsoil and one quarter (1/4) compost by volume with additional amendments per soil test recommendations.
 - 2. Planting-Soil Type: Shrub Planting: For placement in continuous planting soil beds.
 - a. Mix three quarters (3/4) imported topsoil and one quarter (1/4) compost by volume with additional amendments and fertilizer per soil test recommendations.

2.4 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 - 1. Class: T, with a minimum of 99 percent passing through a No. 8 sieve and a minimum of 75 percent passing through a No. 60 sieve.
 - 2. Class: O, with a minimum of 95 percent passing through a No. 8 sieve and a minimum of 55 percent passing through a No. 60 sieve.
 - 3. Form: Provide lime in form of ground dolomitic limestone.
- B. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent elemental sulfur, with a minimum of 99 percent passing through a No. 6 sieve and a maximum of 10 percent passing through a No. 40 sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through a No. 50 sieve.

- E. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C 33/C 33M .

2.5 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, Leafgro or approved equal, and as follows:
 1. Reaction: pH of 5.5 to 7.
 2. Soluble-Salt Concentration: Less than 4 dS/m.
 3. Moisture Content: 35 to 55 percent by weight.
 4. Carbon:Nitrogen Ratio: less than 25:1
 5. Organic-Matter Content: 30 to 40 percent of dry weight.
 6. Particle Size: Minimum of 98 percent passing through a 2-inch sieve.

2.6 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.
- B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.
- C. Chelated Iron: Commercial-grade FeEDDHA for dicots and woody plants, and commercial-grade FeDTPA for ornamental grasses and monocots.

PART 3 - EXECUTION

3.1 GENERAL

- A. Place planting soil and fertilizers according to requirements in other Specification Sections.
- B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.

3.2 PLACING AND MIXING PLANTING SOIL OVER EXPOSED SUBGRADE

- A. General: Apply and mix unamended soil with amendments on-site to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Subgrade Preparation: Till subgrade to a minimum depth of 6 inches. Remove stones larger than 2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
- C. Mixing: Spread unamended soil to total depth of 8 inches, but not less than required to meet finish grades after mixing with amendments and natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.
 - 1. Amendments: Apply soil amendments and fertilizer, if required, evenly on surface, and thoroughly blend them with unamended soil to produce planting soil.
 - a. Mix lime and sulfur with dry soil before mixing fertilizer.
 - b. Mix fertilizer with planting soil no more than seven days before planting.
 - 2. Lifts: Apply and mix unamended soil and amendments in lifts not exceeding 8 inches in loose depth for material compacted by compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- D. Compaction: Compact each blended lift of planting soil to 80 to 85 percent of maximum Standard Proctor density according to ASTM D 698 and tested in-place.
- E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.3 PLACING MANUFACTURED (Pre-Blended) PLANTING SOIL OVER EXPOSED SUBGRADE

- A. General: Apply manufactured soil on-site in its final, blended condition. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Subgrade Preparation: Till subgrade to a minimum depth of 6 inches. Remove stones larger than 2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
- C. Application: Spread planting soil to total depth of 8 inches, but not less than required to meet finish grades after natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.
 - 1. Lifts: Apply planting soil in lifts not exceeding 8 inches in loose depth for material compacted by compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- D. Compaction: Compact each lift of planting soil to 75 to 82 percent of maximum Standard Proctor density according to ASTM D 698.
- E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Perform the following tests and inspections:
 - 1. Compaction: Test planting-soil compaction after placing each lift and at completion using a densitometer or soil-compaction meter calibrated to a reference test value based on laboratory testing according to ASTM D 698. Space tests at no less than one for each 2000 sq. ft. of in-place soil or part thereof.
- C. Soil will be considered defective if it does not pass tests and inspections.
- D. Label each sample and test report with the date, location keyed to a site plan or other location system, visible conditions when and where sample was taken, and sampling depth.

3.5 PROTECTION

- A. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Vehicle traffic.
 - 4. Foot traffic.
 - 5. Erection of sheds or structures.
 - 6. Impoundment of water.
 - 7. Excavation or other digging unless otherwise indicated.
- B. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

END OF SECTION 32 91 13

NOTES:

1. PRACTICE MAY BE COMBINED WITH SEDIMENT CONTROL FENCING, PER DIRECTION OF FORESTRY STAFF.

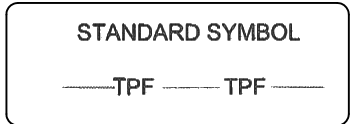
2. LOCATION AND LIMITS OF FENCING SHALL BE COORDINATED IN THE FIELD WITH FORESTRY STAFF.

3. BOUNDARIES OF PROTECTION AREA MUST BE STAKED PRIOR TO INSTALLING PROTECTIVE DEVICE.

4. ROOT DAMAGE SHOULD BE AVOIDED. ROOT PRUNING TO OCCUR PRIOR TO OR IN CONJUNCTION WITH INSTALLATION, AS SHOWN ON FCP PLAN OR PER DIRECTION OF FORESTRY STAFF.

5. PROTECTIVE SIGNAGE IS REQUIRED.

6. FENCING SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. REMOVAL WITH APPROVAL BY CITY FORESTRY STAFF.

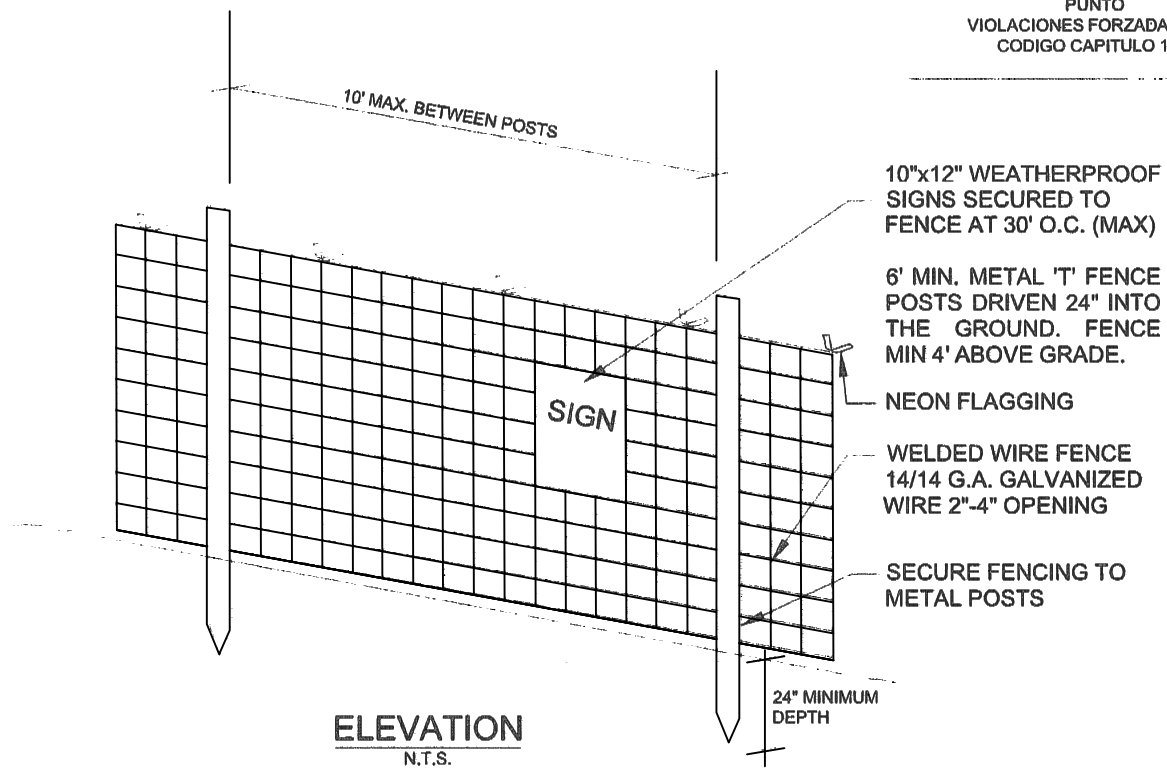


TREE PROTECTION AREA

NO DISTURBANCE OR ACCESS PERMITTED BEYOND THIS POINT VIOLATIONS ENFORCED PER CITY CODE CHAPTER 10.5

AREA DE PROTECCION DE ARBOLES

NINGUN DISTURBIO O ACCESO PERMITIDO MAS ALLA DE ESTA PUNTO VIOLACIONES FORZADAS POR CODIGO CAPITULO 10.5



10"x12" WEATHERPROOF SIGNS SECURED TO FENCE AT 30' O.C. (MAX)

6' MIN. METAL 'T' FENCE POSTS DRIVEN 24" INTO THE GROUND. FENCE MIN 4' ABOVE GRADE.



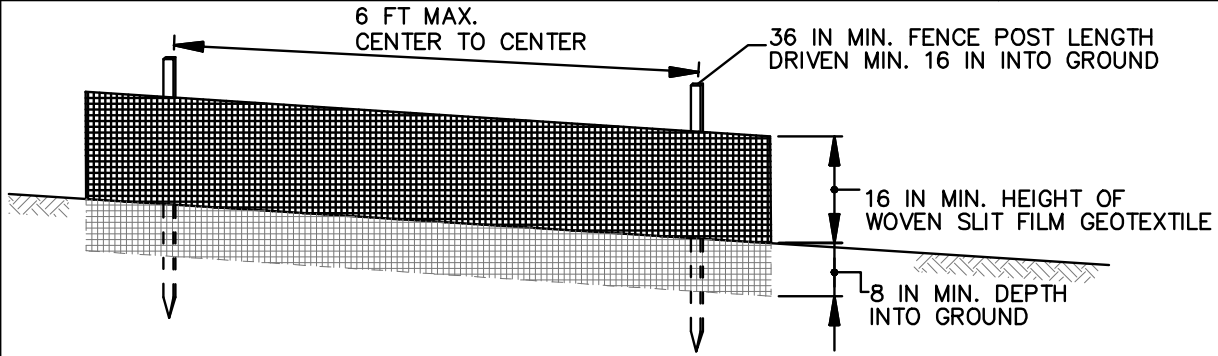
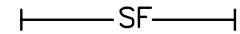
APPROVED BY: W. J. Wolf
CITY FORESTER
DATE: 3/30/17

TREE PROTECTION FENCE DETAIL

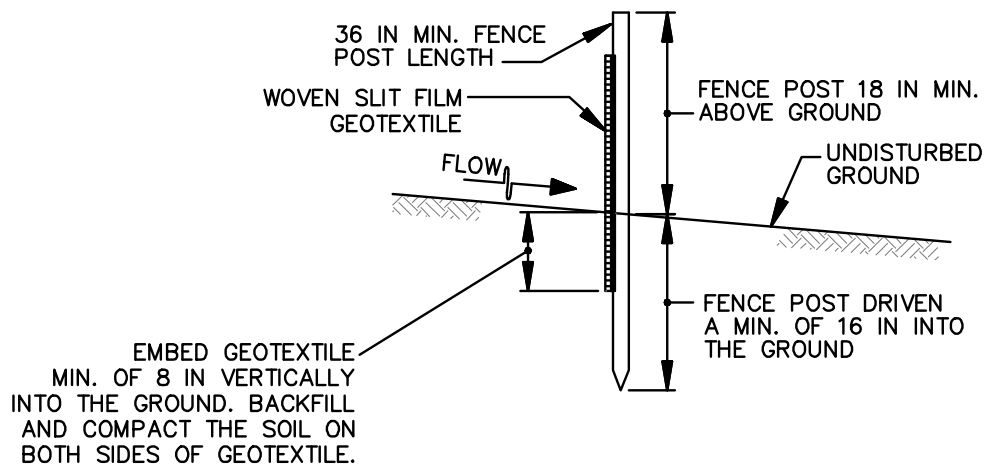
DETAIL
A-6

DETAIL E-1 SILT FENCE

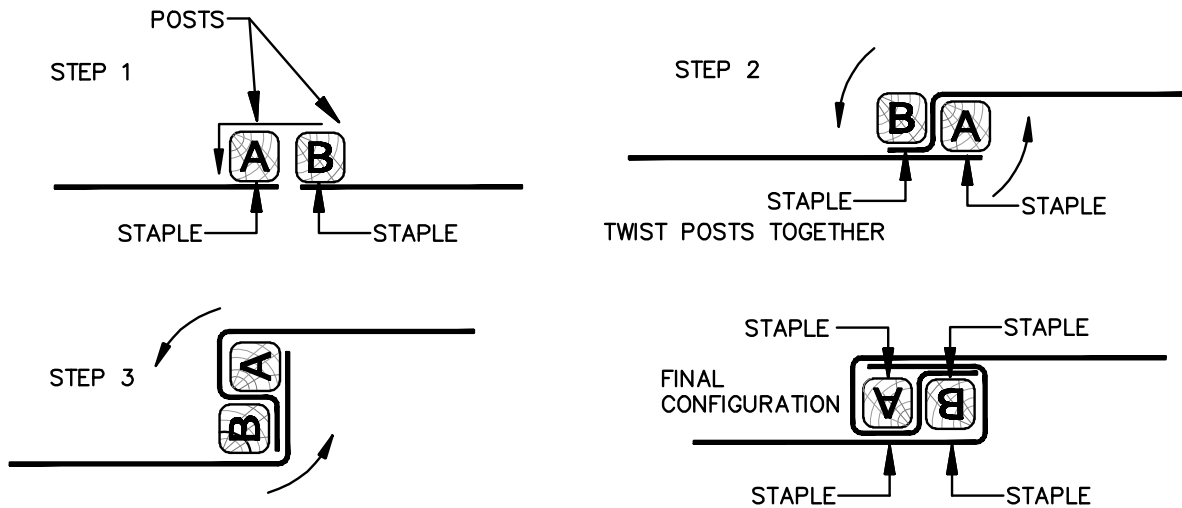
STANDARD SYMBOL



ELEVATION



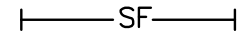
CROSS SECTION



JOINING TWO ADJACENT SILT FENCE SECTIONS (TOP VIEW)

DETAIL E-1 SILT FENCE

STANDARD SYMBOL



CONSTRUCTION SPECIFICATIONS

1. USE WOOD POSTS $1\frac{3}{4} \times 1\frac{3}{4} \pm \frac{1}{6}$ INCH (MINIMUM) SQUARE CUT OF SOUND QUALITY HARDWOOD. AS AN ALTERNATIVE TO WOODEN POST USE STANDARD "T" OR "U" SECTION STEEL POSTS WEIGHING NOT LESS THAN 1 POUND PER LINEAR FOOT.
2. USE 36 INCH MINIMUM POSTS DRIVEN 16 INCH MINIMUM INTO GROUND NO MORE THAN 6 FEET APART.
3. USE WOVEN SLIT FILM GEOTEXTILE AS SPECIFIED IN SECTION H-1 MATERIALS AND FASTEN GEOTEXTILE SECURELY TO UPSLOPE SIDE OF FENCE POSTS WITH WIRE TIES OR STAPLES AT TOP AND MID-SECTION.
4. PROVIDE MANUFACTURER CERTIFICATION TO THE AUTHORIZED REPRESENTATIVE OF THE INSPECTION/ENFORCEMENT AUTHORITY SHOWING THAT THE GEOTEXTILE USED MEETS THE REQUIREMENTS IN SECTION H-1 MATERIALS.
5. EMBED GEOTEXTILE A MINIMUM OF 8 INCHES VERTICALLY INTO THE GROUND. BACKFILL AND COMPACT THE SOIL ON BOTH SIDES OF FABRIC.
6. WHERE TWO SECTIONS OF GEOTEXTILE ADJOIN: OVERLAP, TWIST, AND STAPLE TO POST IN ACCORDANCE WITH THIS DETAIL.
7. EXTEND BOTH ENDS OF THE SILT FENCE A MINIMUM OF FIVE HORIZONTAL FEET UPSLOPE AT 45 DEGREES TO THE MAIN FENCE ALIGNMENT TO PREVENT RUNOFF FROM GOING AROUND THE ENDS OF THE SILT FENCE.
8. REMOVE ACCUMULATED SEDIMENT AND DEBRIS WHEN BULGES DEVELOP IN SILT FENCE OR WHEN SEDIMENT REACHES 25% OF FENCE HEIGHT. REPLACE GEOTEXTILE IF TORN. IF UNDERMINING OCCURS, REINSTALL FENCE.

2 OF 2

MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL

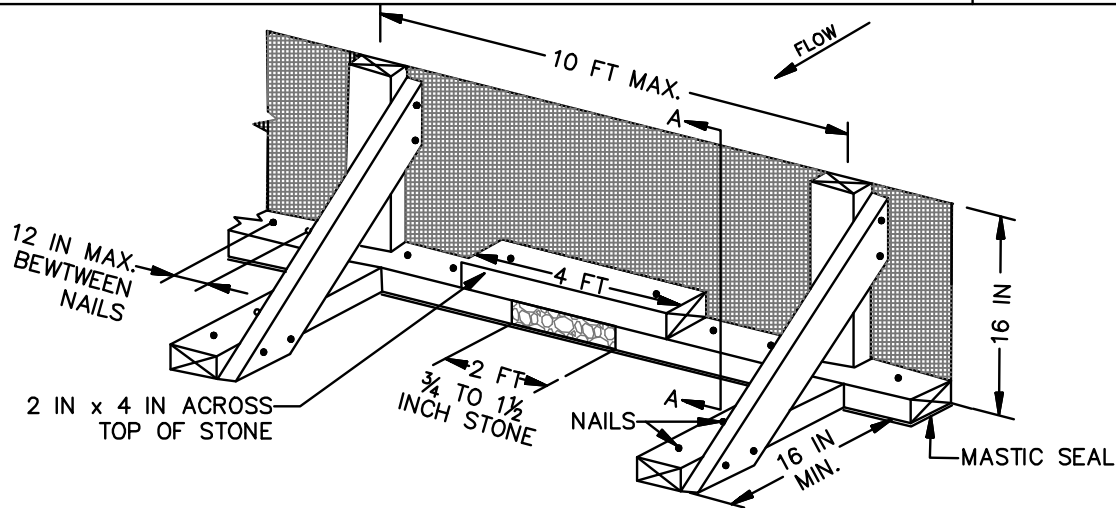
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

2011

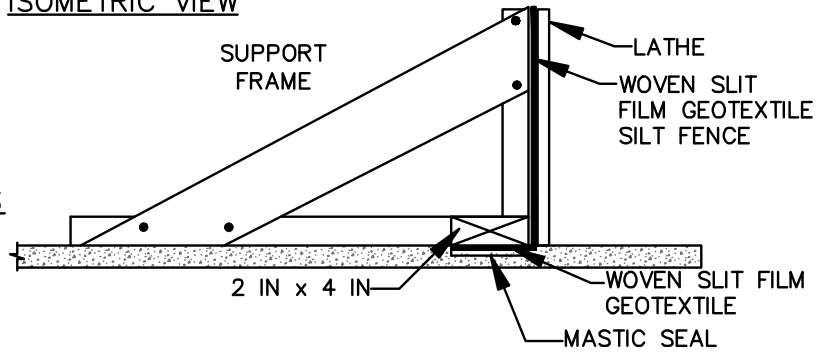
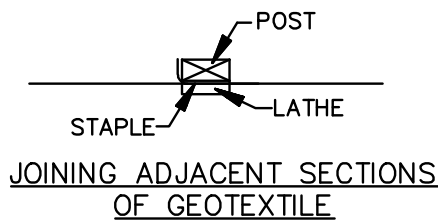
MARYLAND DEPARTMENT OF ENVIRONMENT
WATER MANAGEMENT ADMINISTRATION

DETAIL E-2 SILT FENCE ON PAVEMENT

STANDARD SYMBOL



ISOMETRIC VIEW



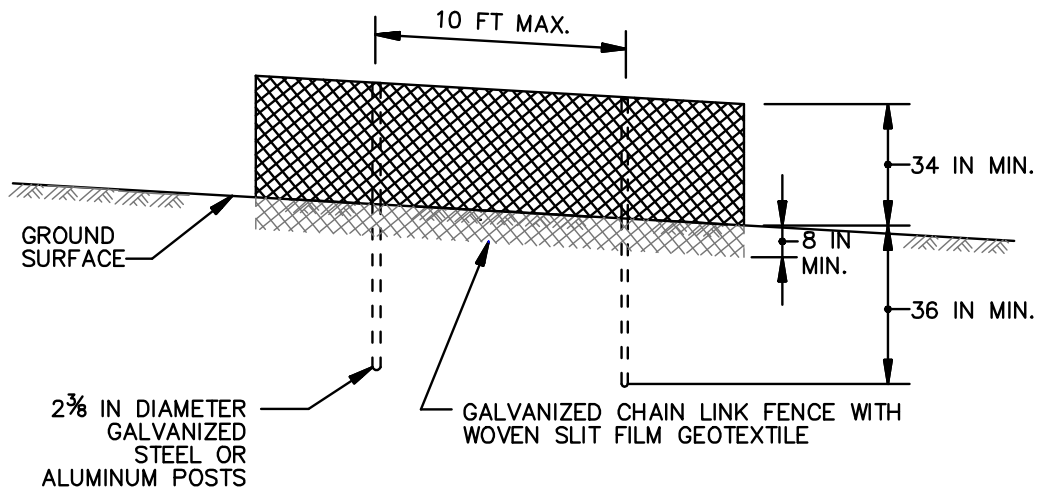
CONSTRUCTION SPECIFICATIONS

1. USE NOMINAL 2 INCH X 4 INCH LUMBER.
2. USE WOVEN SLIT FILM GEOTEXTILE, AS SPECIFIED IN SECTION H-1 MATERIALS.
3. PROVIDE MANUFACTURER CERTIFICATION TO THE AUTHORIZED REPRESENTATIVE OF THE INSPECTION/ENFORCEMENT AUTHORITY SHOWING THAT THE GEOTEXTILE USED MEETS THE REQUIREMENTS IN SECTION H-1 MATERIALS.
4. SPACE UPRIGHT SUPPORTS NO MORE THAN 10 FEET APART.
5. PROVIDE A TWO FOOT OPENING BETWEEN EVERY SET OF SUPPORTS AND PLACE STONE IN THE OPENING OVER GEOTEXTILE.
6. KEEP SILT FENCE TAUT AND SECURELY STAPLE TO THE UPSLOPE SIDE OF UPRIGHT SUPPORTS. EXTEND GEOTEXTILE UNDER 2x4.
7. WHERE TWO SECTIONS OF GEOTEXTILE ADJOIN: OVERLAP, FOLD, AND STAPLE TO POST IN ACCORDANCE WITH THIS DETAIL. ATTACH LATHE.
8. PROVIDE A MASTIC SEAL BETWEEN PAVEMENT, GEOTEXTILE, AND 2x4 TO PREVENT SEDIMENT-LADEN WATER FROM ESCAPING BENEATH SILT FENCE INSTALLATION.
9. SECURE BOARDS TO PAVEMENT WITH 40D 5 INCH MINIMUM LENGTH NAILS.
10. REMOVE ACCUMULATED SEDIMENT AND DEBRIS WHEN BULGES DEVELOP IN SILT FENCE OR WHEN SEDIMENT REACHES 25% OF FENCE HEIGHT. REPLACE GEOTEXTILE IF TORN. MAINTAIN WATER TIGHT SEAL ALONG BOTTOM. REPLACE STONE IF DISPLACED.

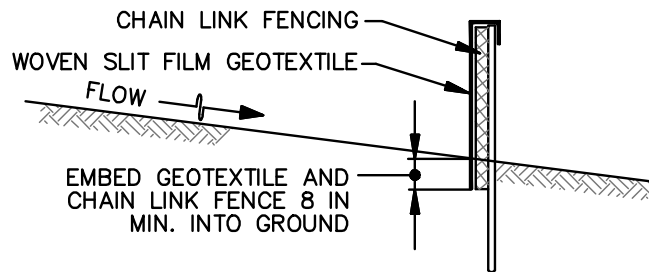
MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL

DETAIL E-3 SUPER SILT FENCE

STANDARD SYMBOL



ELEVATION



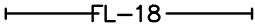
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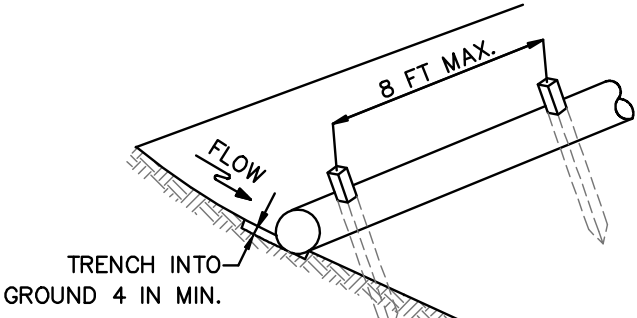
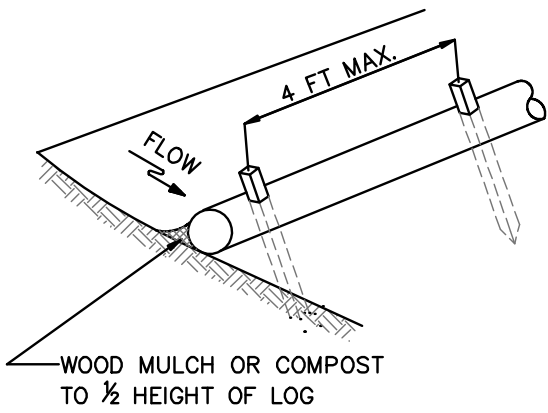
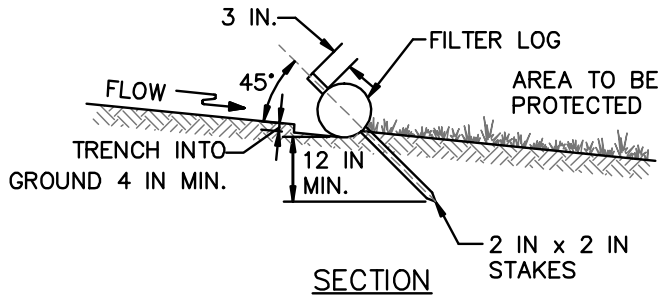
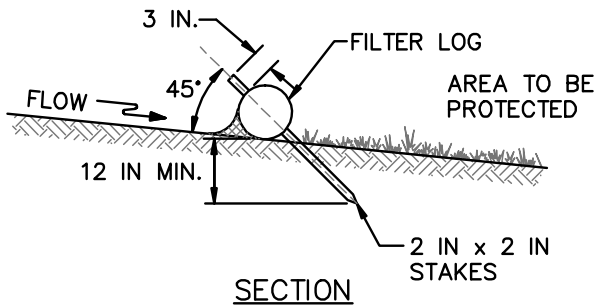
CONSTRUCTION SPECIFICATIONS

1. INSTALL 2 $\frac{3}{8}$ INCH DIAMETER GALVANIZED STEEL POSTS OF 0.095 INCH WALL THICKNESS AND SIX FOOT LENGTH SPACED NO FURTHER THAN 10 FEET APART. DRIVE THE POSTS A MINIMUM OF 36 INCHES INTO THE GROUND.
2. FASTEN 9 GAUGE OR HEAVIER GALVANIZED CHAIN LINK FENCE (2 $\frac{3}{8}$ INCH MAXIMUM OPENING) 42 INCHES IN HEIGHT SECURELY TO THE FENCE POSTS WITH WIRE TIES OR HUG RINGS.
3. FASTEN WOVEN SLIT FILM GEOTEXTILE AS SPECIFIED IN SECTION H-1 MATERIALS, SECURELY TO THE UPSLOPE SIDE OF CHAIN LINK FENCE WITH TIES SPACED EVERY 24 INCHES AT THE TOP AND MID SECTION. EMBED GEOTEXTILE AND CHAIN LINK FENCE A MINIMUM OF 8 INCHES INTO THE GROUND.
4. WHERE ENDS OF THE GEOTEXTILE COME TOGETHER, THE ENDS SHALL BE OVERLAPPED BY 6 INCHES, FOLDED, AND STAPLED TO PREVENT SEDIMENT BY PASS.
5. EXTEND BOTH ENDS OF THE SUPER SILT FENCE A MINIMUM OF FIVE HORIZONTAL FEET UPSLOPE AT 45 DEGREES TO THE MAIN FENCE ALIGNMENT TO PREVENT RUNOFF FROM GOING AROUND THE ENDS OF THE SUPER SILT FENCE.
6. PROVIDE MANUFACTURER CERTIFICATION TO THE INSPECTION/ENFORCEMENT AUTHORITY SHOWING THAT GEOTEXTILE USED MEETS THE REQUIREMENTS IN SECTION H-1 MATERIALS.
7. REMOVE ACCUMULATED SEDIMENT AND DEBRIS WHEN BULGES DEVELOP IN FENCE OR WHEN SEDIMENT REACHES 25% OF FENCE HEIGHT. REPLACE GEOTEXTILE IF TORN. IF UNDERMINING OCCURS, REINSTALL CHAIN LINK FENCING AND GEOTEXTILE.

MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL

DETAIL E-6 FILTER LOG

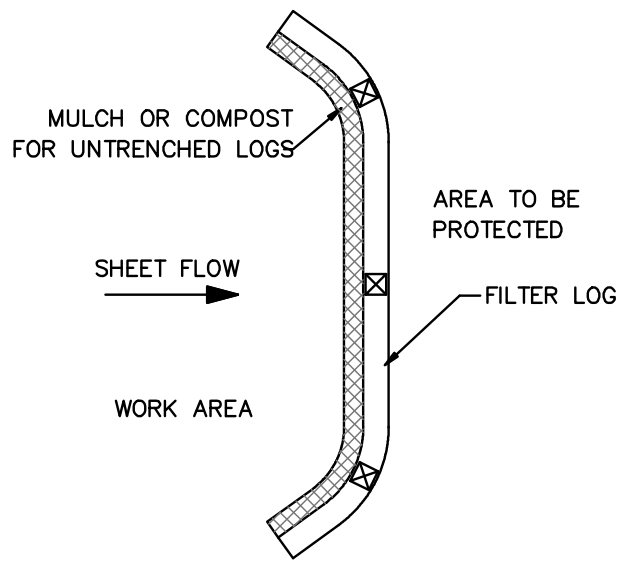
STANDARD SYMBOL

 DESIGNATION FL-18 REFERS TO
 18 INCH DIAMETER FILTER LOG.



WOOD MULCH OR COMPOST
 TO 1/2 HEIGHT OF LOG

*THIS APPLICATION MAY NOT BE USED
 WITH LOGS SMALLER THAN 12 IN.

ISOMETRIC VIEW



DETAIL E-6 FILTER LOG

STANDARD SYMBOL
|-----FL-18-----|

DESIGNATION FL-18 REFERS TO
18 INCH DIAMETER FILTER LOG.

CONSTRUCTION SPECIFICATIONS

1. PRIOR TO INSTALLATION, CLEAR ALL OBSTRUCTIONS INCLUDING ROCKS, CLOUDS, AND DEBRIS GREATER THAN ONE INCH THAT MAY INTERFERE WITH PROPER FUNCTION OF FILTER LOG.
2. FILL LOG NETTING UNIFORMLY WITH COMPOST (IN ACCORDANCE WITH SECTION H-1 MATERIALS), OR OTHER APPROVED BIODEGRADABLE MATERIAL TO DESIRED LENGTH SUCH THAT LOGS DO NOT DEFORM.
3. INSTALL FILTER LOGS PERPENDICULAR TO THE FLOW DIRECTION AND PARALLEL TO THE SLOPE WITH THE BEGINNING AND END OF THE INSTALLATION POINTING SLIGHTLY UP THE SLOPE CREATING A "J" SHAPE AT EACH END TO PREVENT BYPASS.
4. FOR UNTRENCHED INSTALLATION BLOW OR HAND PLACE MULCH OR COMPOST ON UPHILL SIDE OF THE SLOPE ALONG LOG.
5. STAKE FILTER LOG EVERY 4 FEET OR CLOSER ALONG ENTIRE LENGTH OF LOG OR TRENCH LOG INTO GROUND A MINIMUM OF 4 INCHES AND STAKE LOG EVERY 8 FEET OR CLOSER.
6. USE STAKES WITH A MINIMUM NOMINAL CROSS SECTION OF 2X2 INCH AND OF SUFFICIENT LENGTH TO ATTAIN A MINIMUM OF 12 INCHES INTO THE GROUND AND 3 INCHES PROTRUDING ABOVE LOG.
7. WHEN MORE THAN ONE LOG IS NEEDED, OVERLAP ENDS 12 INCHES MINIMUM AND STAKE.
8. REMOVE SEDIMENT WHEN IT HAS ACCUMULATED TO A DEPTH OF $\frac{1}{2}$ THE EXPOSED HEIGHT OF LOG AND REPLACE MULCH. REPLACE FILTER LOG IF TORN. REINSTALL FILTER LOG IF UNDERMINING OR DISLODGING OCCURS. REPLACE CLOGGED FILTER LOGS. FOR PERMANENT APPLICATIONS, ESTABLISH AND CONTINUOUSLY MEET REQUIREMENTS FOR ADEQUATE VEGETATIVE ESTABLISHMENT IN ACCORDANCE WITH SECTION B-4 VEGETATIVE STABILIZATION.

2 OF 2

MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL

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MARYLAND DEPARTMENT OF ENVIRONMENT
WATER MANAGEMENT ADMINISTRATION

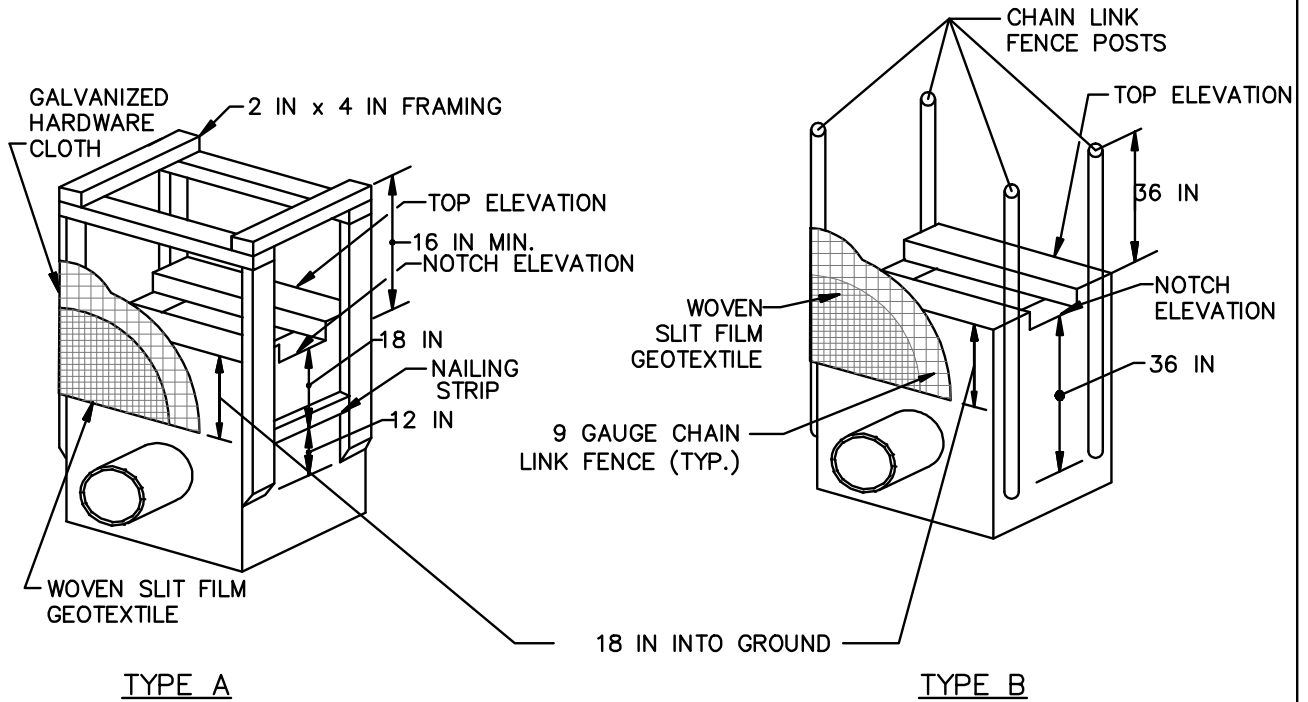
DETAIL E-9-1 STANDARD INLET PROTECTION

STANDARD SYMBOL

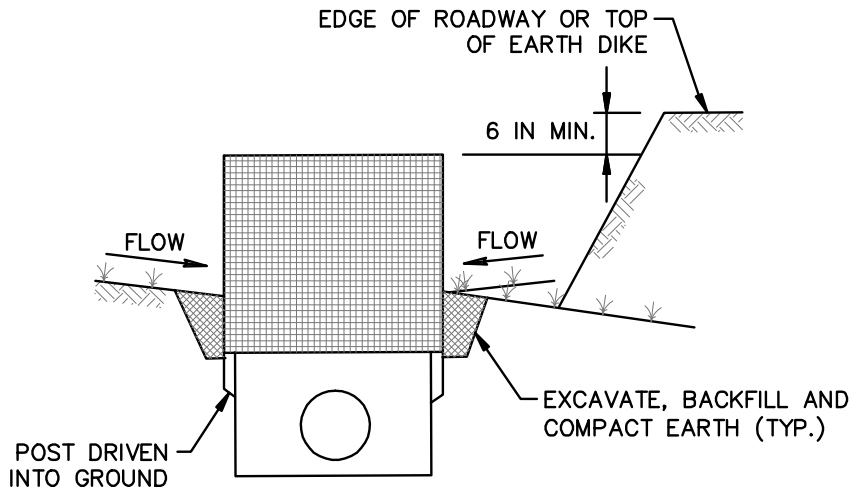


SIP

TYPE A MAXIMUM DRAINAGE AREA = 1/4 ACRE
 TYPE B MAXIMUM DRAINAGE AREA = 1 ACRE



ISOMETRIC VIEW



SECTION FOR TYPE A AND B

DETAIL E-9-1 STANDARD INLET PROTECTION

STANDARD SYMBOL



CONSTRUCTION SPECIFICATIONS

1. USE WOVEN SLIT FILM GEOTEXTILE AS SPECIFIED IN SECTION H-1 MATERIALS.
2. EXCAVATE COMPLETELY AROUND THE INLET TO A DEPTH OF 18 INCHES BELOW THE NOTCH ELEVATION.
3. FOR TYPE A, USE NOMINAL 2 INCH X 4 INCH CONSTRUCTION GRADE LUMBER POSTS, DRIVEN 1 FOOT INTO THE GROUND AT EACH CORNER OF THE INLET. PLACE NAIL STRIPS BETWEEN THE POSTS ON THE ENDS OF THE INLET. ASSEMBLE THE TOP PORTION OF THE 2X4 FRAME AS SHOWN. STRETCH ½ INCH GALVANIZED HARDWARE CLOTH TIGHTLY AROUND THE FRAME AND FASTEN SECURELY. FASTEN GEOTEXTILE SECURELY TO THE HARDWARE CLOTH WITH TIES SPACED EVERY 24 INCHES AT THE TOP AND MID SECTION. EMBED GEOTEXTILE AND HARDWARE CLOTH A MINIMUM OF 18 INCHES BELOW THE WEIR CREST. THE ENDS OF THE GEOTEXTILE MUST MEET AT A POST, BE OVERLAPPED AND FOLDED, THEN FASTENED TO THE POST.

FOR TYPE B, USE 2⅝ INCH DIAMETER GALVANIZED STEEL POSTS OF 0.095 INCH WALL THICKNESS AND 6 FOOT LENGTH, DRIVEN A MINIMUM OF 36 INCHES BELOW THE WEIR CREST AT EACH CORNER OF THE STRUCTURE. FASTEN 9 GAUGE OR HEAVIER CHAIN LINK FENCE, 42 INCHES IN HEIGHT, SECURELY TO THE FENCE POSTS WITH WIRE TIES. FASTEN GEOTEXTILE SECURELY TO THE CHAIN LINK FENCE WITH TIES SPACED EVERY 24 INCHES AT THE TOP AND MID SECTION. EMBED GEOTEXTILE AND CHAIN LINK FENCE A MINIMUM OF 18 INCHES BELOW THE WEIR CREST.

4. BACKFILL AROUND THE INLET IN LOOSE 4 INCH LIFTS AND COMPACT UNTIL SOIL IS LEVEL WITH THE NOTCH ELEVATION ON THE ENDS AND TOP ELEVATION ON THE SIDES.
5. STORM DRAIN INLET PROTECTION REQUIRES FREQUENT MAINTENANCE. REMOVE ACCUMULATED SEDIMENT AFTER EACH RAIN EVENT TO MAINTAIN FUNCTION AND AVOID PREMATURE CLOGGING. IF INLET PROTECTION DOES NOT COMPLETELY DRAIN WITHIN 24 HOURS AFTER A STORM EVENT, IT IS CLOGGED. WHEN THIS OCCURS, REMOVE ACCUMULATED SEDIMENT AND CLEAN, OR REPLACE GEOTEXTILE AND STONE.

2 OF 2

MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL

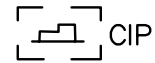
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

2011

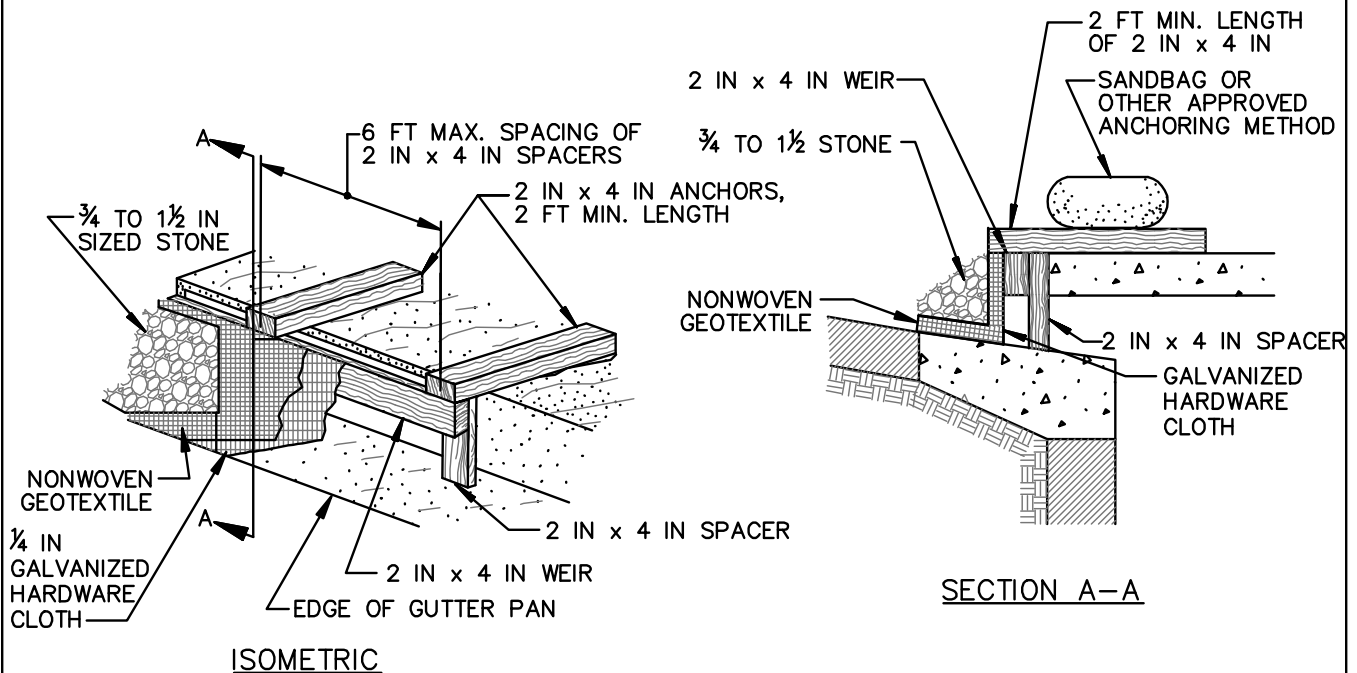
MARYLAND DEPARTMENT OF ENVIRONMENT
WATER MANAGEMENT ADMINISTRATION

DETAIL E-9-3 CURB INLET PROTECTION

STANDARD SYMBOL



MAXIMUM DRAINAGE AREA = 1/4 ACRE



ISOMETRIC

CONSTRUCTION SPECIFICATIONS

1. USE NOMINAL 2 INCH x 4 INCH LUMBER
2. USE NONWOVEN GEOTEXTILE AS SPECIFIED IN SECTION H-1 MATERIALS.
3. NAIL THE 2x4 WEIR TO 9 INCH LONG VERTICAL SPACERS (MAXIMUM 6 FEET APART).
4. ATTACH A CONTINUOUS PIECE OF 1/4 INCH GALVANIZED HARDWARE CLOTH, WITH A MINIMUM WIDTH OF 30 INCHES AND A MINIMUM LENGTH OF 4 FEET LONGER THAN THE THROAT OPENING, TO THE 2x4 WEIR, EXTENDING IT 2 FEET BEYOND THROAT ON EACH SIDE.
5. PLACE A CONTINUOUS PIECE OF NONWOVEN GEOTEXTILE OF THE SAME DIMENSIONS AS THE HARDWARE CLOTH OVER THE HARDWARE CLOTH AND SECURELY ATTACH TO THE 2x4 WEIR.
6. PLACE THE ASSEMBLY AGAINST THE INLET THROAT AND NAIL TO 2x4 ANCHORS (MINIMUM 2 FEET LENGTH). EXTEND THE ANCHORS ACROSS THE INLET TOP AND HOLD IN PLACE BY SANDBAGS OR OTHER APPROVED ANCHORING METHOD.
7. INSTALL END SPACERS A MINIMUM OF 1 FOOT BEYOND THE ENDS OF THE THROAT OPENING.
8. FORM THE HARDWARE CLOTH AND THE GEOTEXTILE TO THE CONCRETE GUTTER AND FACE OF CURB TO SPAN THE INLET OPENING. COVER THE HARDWARE CLOTH AND GEOTEXTILE WITH CLEAN 3/4 TO 1 1/2 INCH STONE OR EQUIVALENT RECYCLED CONCRETE.
9. AT NON-SUMP LOCATIONS, INSTALL A TEMPORARY SANDBAG OR ASPHALT BERM TO PREVENT INLET BYPASS.
10. STORM DRAIN INLET PROTECTION REQUIRES FREQUENT MAINTENANCE. REMOVE ACCUMULATED SEDIMENT AFTER EACH RAIN EVENT TO MAINTAIN FUNCTION AND AVOID PREMATURE CLOGGING. IF INLET PROTECTION DOES NOT COMPLETELY DRAIN WITHIN 24 HOURS AFTER A STORM EVENT, IT IS CLOGGED. WHEN THIS OCCURS, REMOVE ACCUMULATED SEDIMENT AND CLEAN, OR REPLACE GEOTEXTILE AND STONE.

MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL

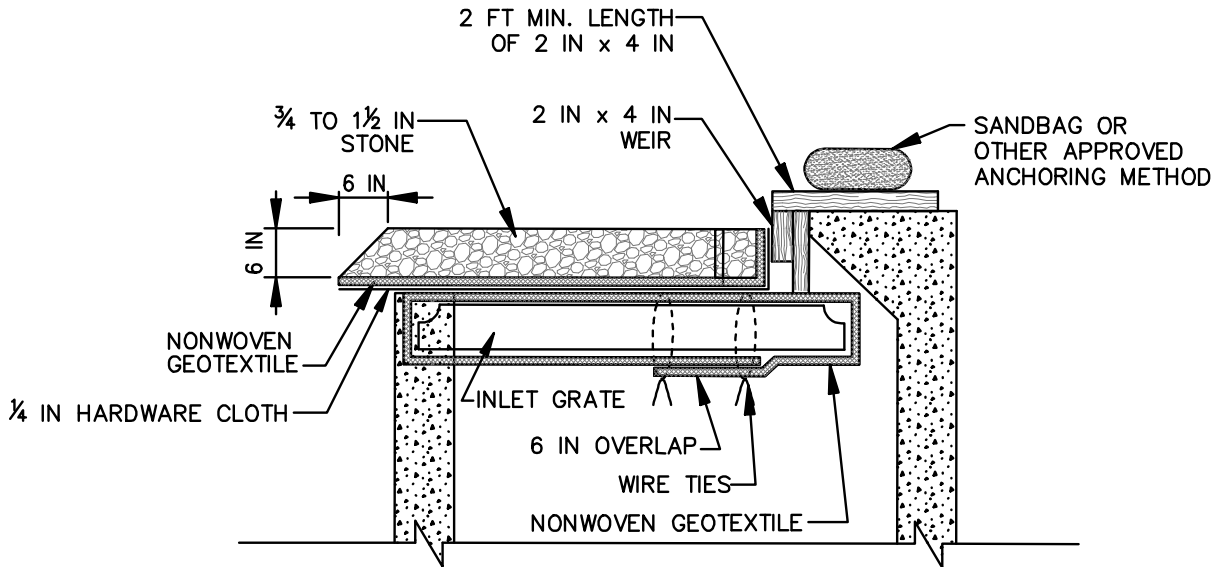
DETAIL E-9-6 COMBINATION INLET PROTECTION

STANDARD SYMBOL

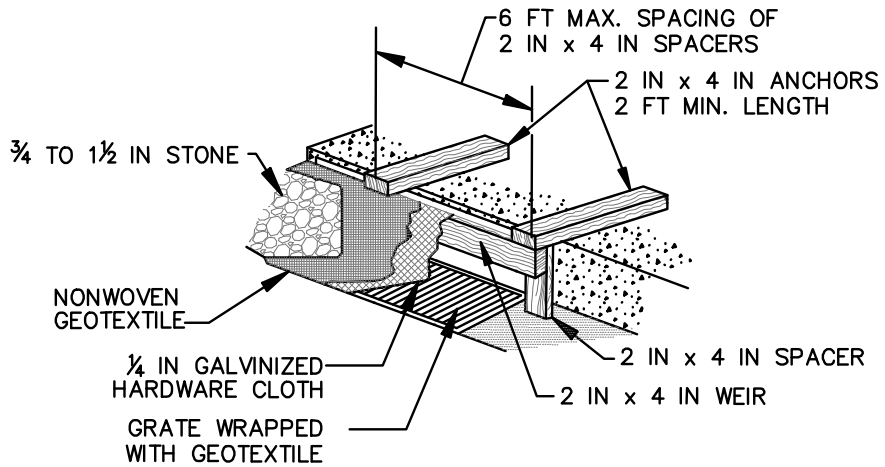


COIP

MAXIMUM DRAINAGE AREA = ¼ ACRE



SECTION



ISOMETRIC VIEW

DETAIL E-9-6 COMBINATION INLET PROTECTION

STANDARD SYMBOL



CONSTRUCTION SPECIFICATIONS

1. USE NOMINAL 2 INCH x 4 INCH LUMBER.
2. USE NONWOVEN GEOTEXTILE AS SPECIFIED IN SECTION H-1 MATERIALS.
3. LIFT GRATE, AND WRAP WITH NONWOVEN GEOTEXTILE TO COMPLETELY COVER ALL OPENINGS, THEN SET GRATE BACK IN PLACE.
4. ATTACH A CONTINUOUS PIECE OF $\frac{1}{2}$ INCH GALVANIZED HARDWARE CLOTH WITH A MINIMUM WIDTH OF 30 INCHES AND A MINIMUM LENGTH OF 4 FEET LONGER THAN THE THROAT OPENING, TO THE 2X4 WEIR, EXTENDING 2 FEET BEYOND THROAT ON EACH SIDE.
5. PLACE A CONTINUOUS PIECE OF NONWOVEN GEOTEXTILE THE SAME DIMENSIONS AS THE HARDWARE CLOTH OVER THE HARDWARE CLOTH AND SECURELY ATTACH IT TO THE WEIR.
6. NAIL THE 2X4 WEIR TO THE TOP OF A 9 INCH LONG VERTICAL SPACER TO BE LOCATED BETWEEN THE WEIR AND THE INLET FACE (MAXIMUM 4 FEET APART).
7. PLACE THE ASSEMBLY AGAINST THE INLET THROAT AND NAIL TO 2X4 ANCHORS (MINIMUM 2 FOOT LENGTHS OF 2x4 INCH TO THE TOP OF THE WEIR AT SPACER LOCATIONS). EXTEND 2X4 ANCHORS ACROSS THE INLET TOP AND HOLD IN PLACE BY SANDBAGS OR OTHER APPROVED ANCHORING METHOD.
8. INSTALL END SPACERS A MINIMUM OF 1 FOOT BEYOND BOTH ENDS OF THE THROAT OPENING.
9. FORM THE $\frac{1}{4}$ INCH HARDWARE CLOTH AND THE GEOTEXTILE TO THE CONCRETE GUTTER AND AGAINST THE FACE OF THE CURB ON BOTH SIDES OF THE INLET. PLACE CLEAN $\frac{3}{4}$ TO $1\frac{1}{2}$ INCH STONE OR EQUIVALENT RECYCLED CONCRETE OVER THE HARDWARE CLOTH AND GEOTEXTILE IN SUCH A MANNER TO PREVENT WATER FROM ENTERING THE INLET UNDER OR AROUND THE GEOTEXTILE.
10. AT NON-SUMP LOCATIONS, INSTALL A TEMPORARY SANDBAG OR ASPHALT BERM TO PREVENT INLET BYPASS.
11. STORM DRAIN INLET PROTECTION REQUIRES FREQUENT MAINTENANCE. REMOVE ACCUMULATED SEDIMENT AFTER EACH RAIN EVENT TO MAINTAIN FUNCTION AND AVOID PREMATURE CLOGGING. IF INLET PROTECTION DOES NOT COMPLETELY DRAIN WITHIN 24 HOURS AFTER A STORM EVENT, IT IS CLOGGED. WHEN THIS OCCURS, REMOVE ACCUMULATED SEDIMENT AND CLEAN, OR REPLACE GEOTEXTILE AND STONE.

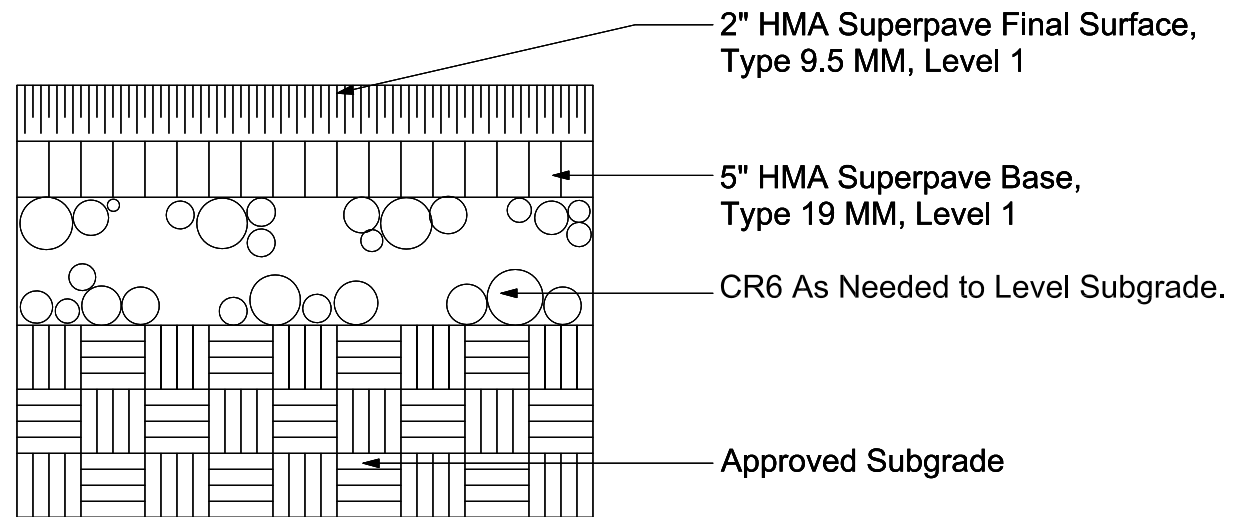
2 OF 2

MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

2011

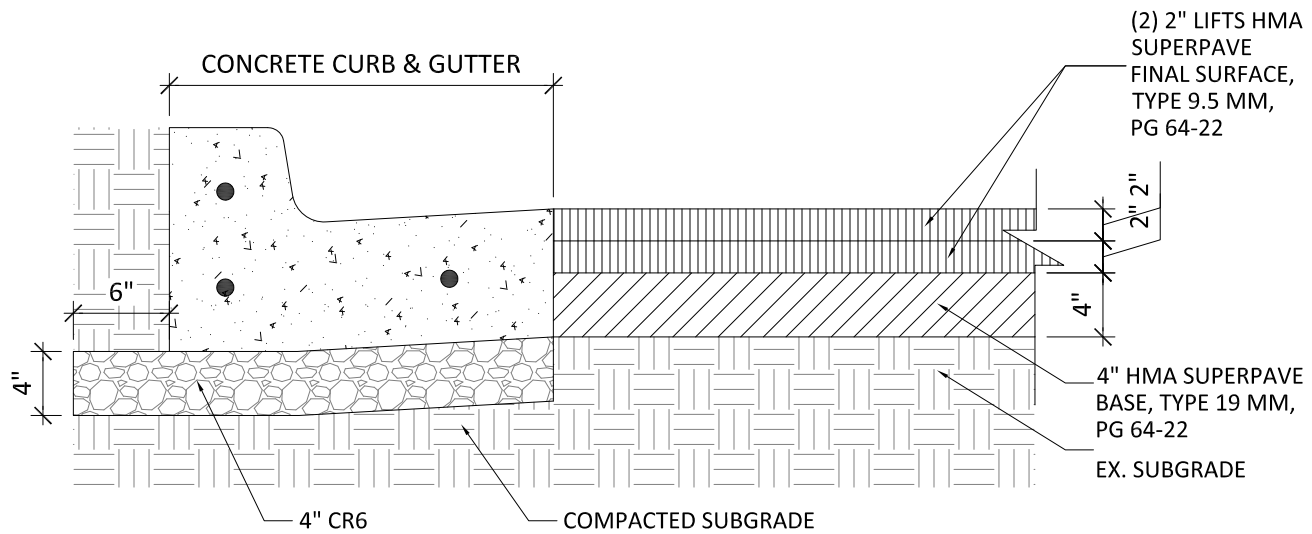
MARYLAND DEPARTMENT OF ENVIRONMENT
WATER MANAGEMENT ADMINISTRATION



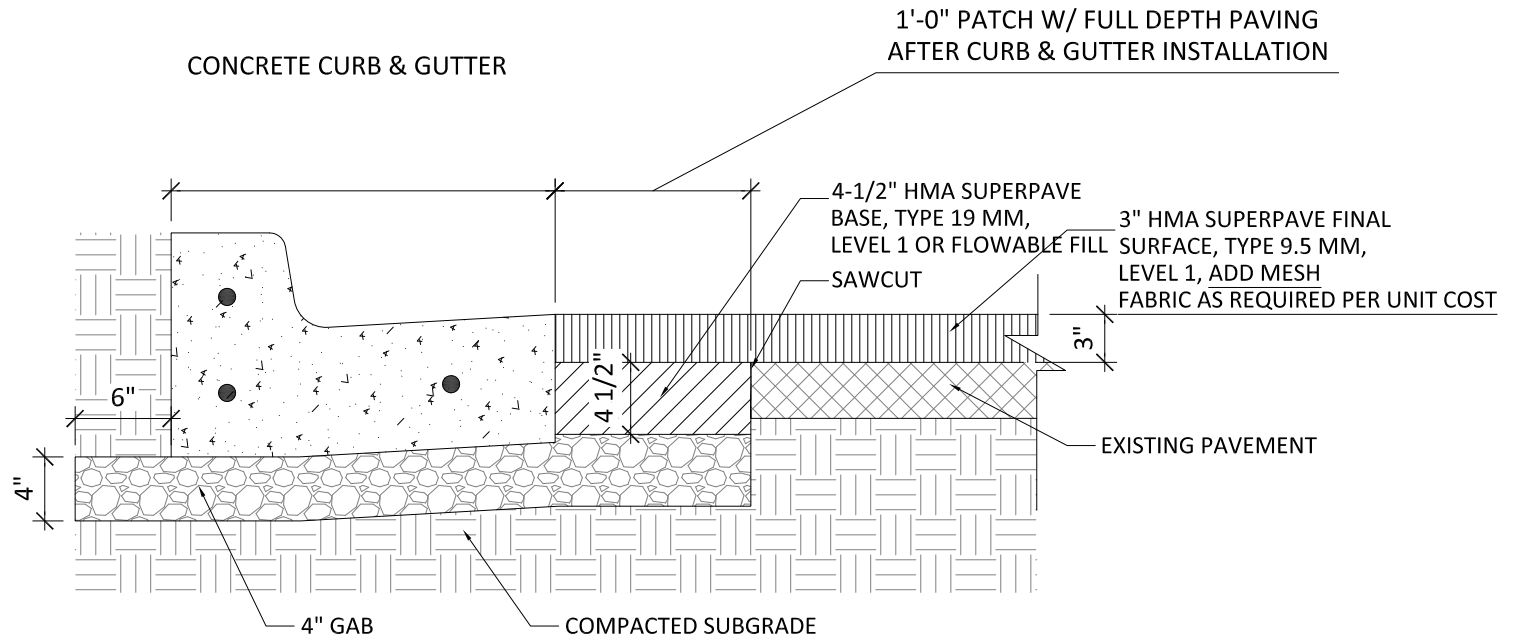
NOTES:

1. **Asphalt and concrete surface courses for paved areas shall not be placed until completion of all earthwork, backfilling, and finish grading. Upon completion, tracked vehicles shall be prohibited from traveling on final surface pavements.**
2. **The intermediate surface course layer or the final surface course layer must be placed within two (2) weeks of the placement of the base course layer.**
3. **Where reintalling asphalt lot, add GAB as needed to level subgrade. At new full-depth asphalt, undercut 10" and install 3" GAB.**

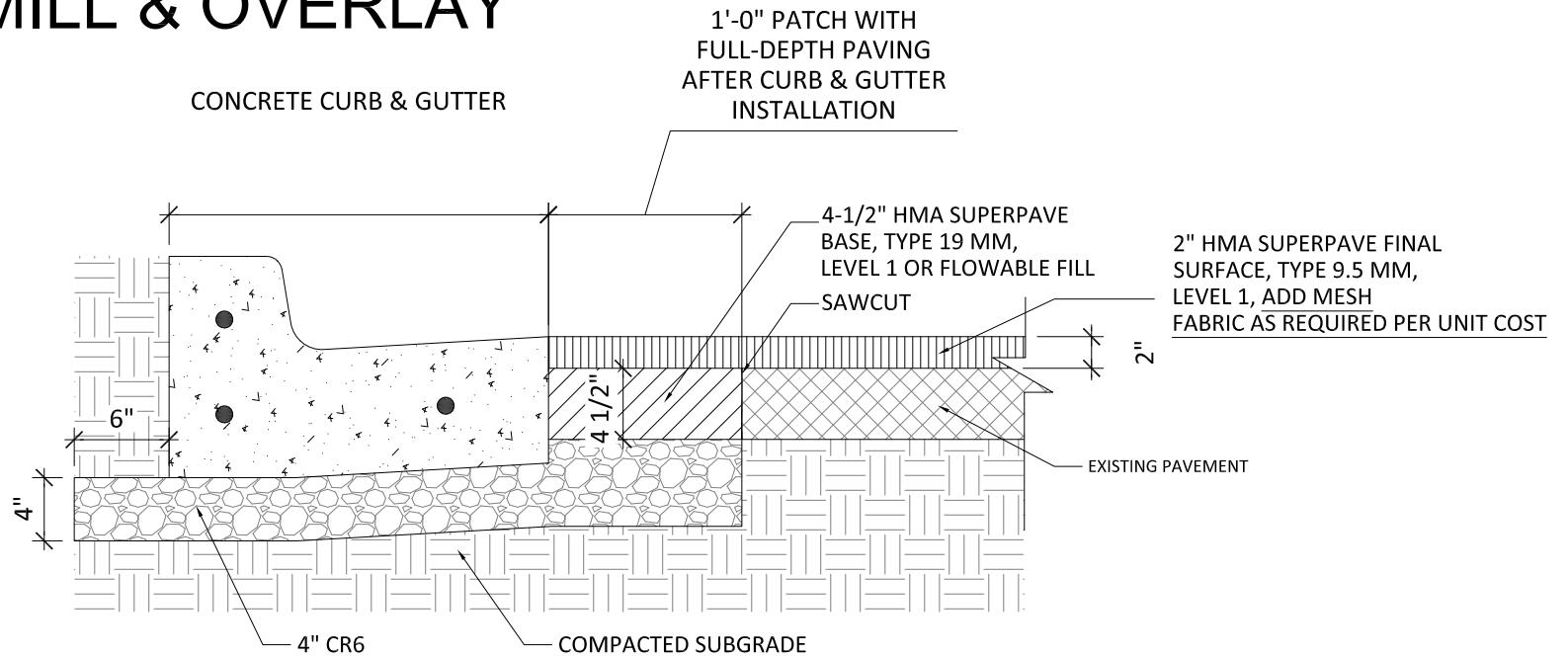
D1 - TYP FULL DEPTH ASPHALT SECTION



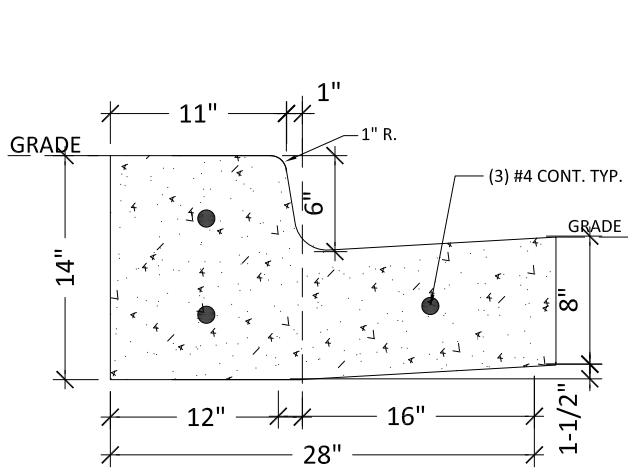
D2 - TYP FULL DEPTH ASPHALT SECTION W/ (2) 2" LIFTS HMA



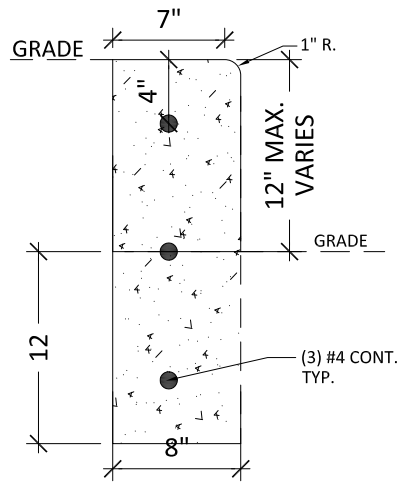
D3-A 3" MILL & OVERLAY



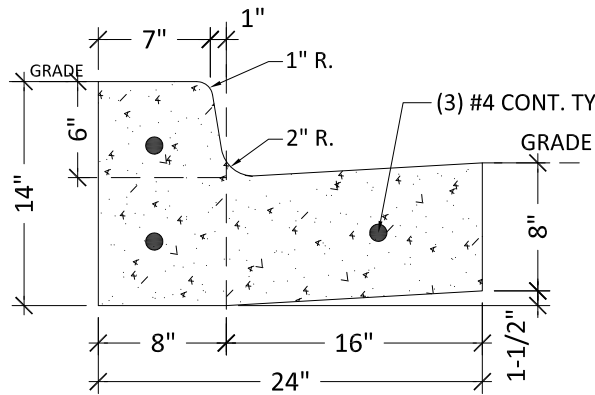
D3-B 2" MILL & OVERLAY



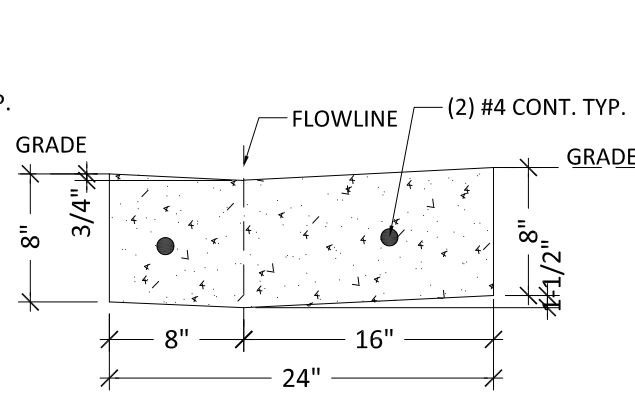
**D4-D - WIDENED FULL HEIGHT
CONCRETE CURB & GUTTER**



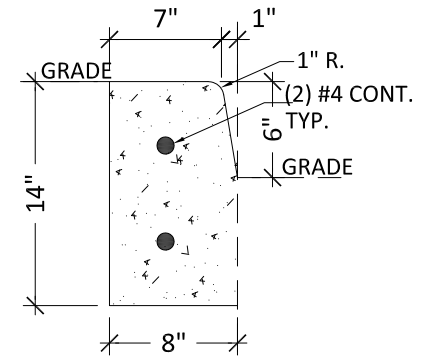
**D4-E - 12" HEIGHT CONCRETE CURB
AT RAMP**



**D4-A - FULL HEIGHT CONCRETE
CURB & GUTTER**



D4-B - FLUSH CONCRETE CURB & GUTTER

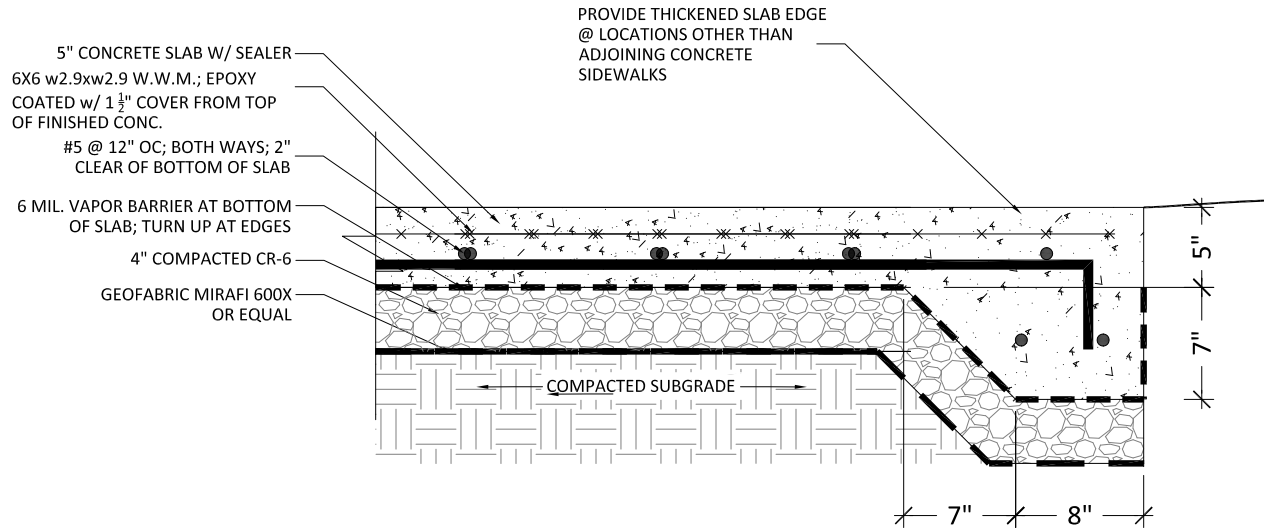


D4-C - FULL HEIGHT CONCRETE CURB

NOTES:

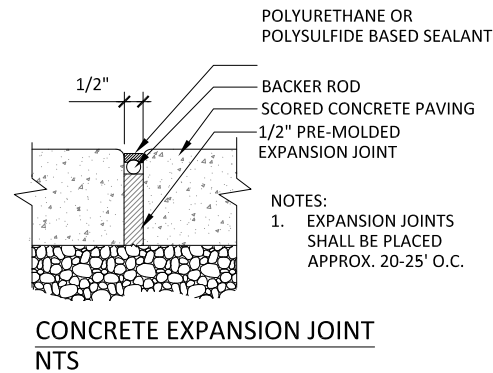
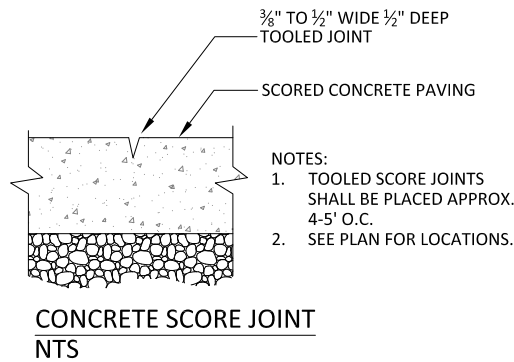
1. REFER TO MONTGOMERY COUNTY DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR MATERIALS, METHODS OF CONSTRUCTION AND EXPANSION JOINT LOCATIONS.
2. FOR FLUSH CURB & GUTTER (1B), THE DISTANCES FROM THE FLOWLINE TO THE FRONT AND BACK EDGE OF CURB SHALL BE ADJUSTED AS NEEDED OR TO MATCH EXISTING CONDITIONS.
3. THE STANDARD DISTANCE BETWEEN JOINTS SHALL BE 10'. EXPANSION JOINT MATERIAL SHALL BE 1/2" PREFORMED CORK, TRIMMED AND SEALED WITH NON-STAINING TWO-COMPONENT POLYSULFIDE OR POLYURETHANE ELASTOMERIC TYPE SEALANT COMPLYING WITH ASTM-C920.
4. ALL CONCRETE TO BE 4,000 PSI; 7% AIR ENTRAINED ±1.5%.
5. WHERE STEEL FORMS ARE NOT USED, PROPERLY SUPPORT THE REBARS WITH DOWELS.
6. AFTER CURING, CONCRETE SHALL RECEIVE A COAT OF WATER REPELLENT SILANE PENETRATING SEALER. SEALER TO BE COMPATIBLE WITH CURING METHOD AND MATERIALS.
7. THE CORROSION INHIBITOR CONCRETE ADMIXTURE "CNI" BY SIKA CORPORATION SHOULD BE INCORPORATED INTO THE CONCRETE PER MANUFACTURER'S INSTRUCTIONS.
8. ALL CURB EDGES EXPOSED ABOVE GRADE SHALL HAVE A 1" RADIUS.

D4 - TYP CURB SECTIONS

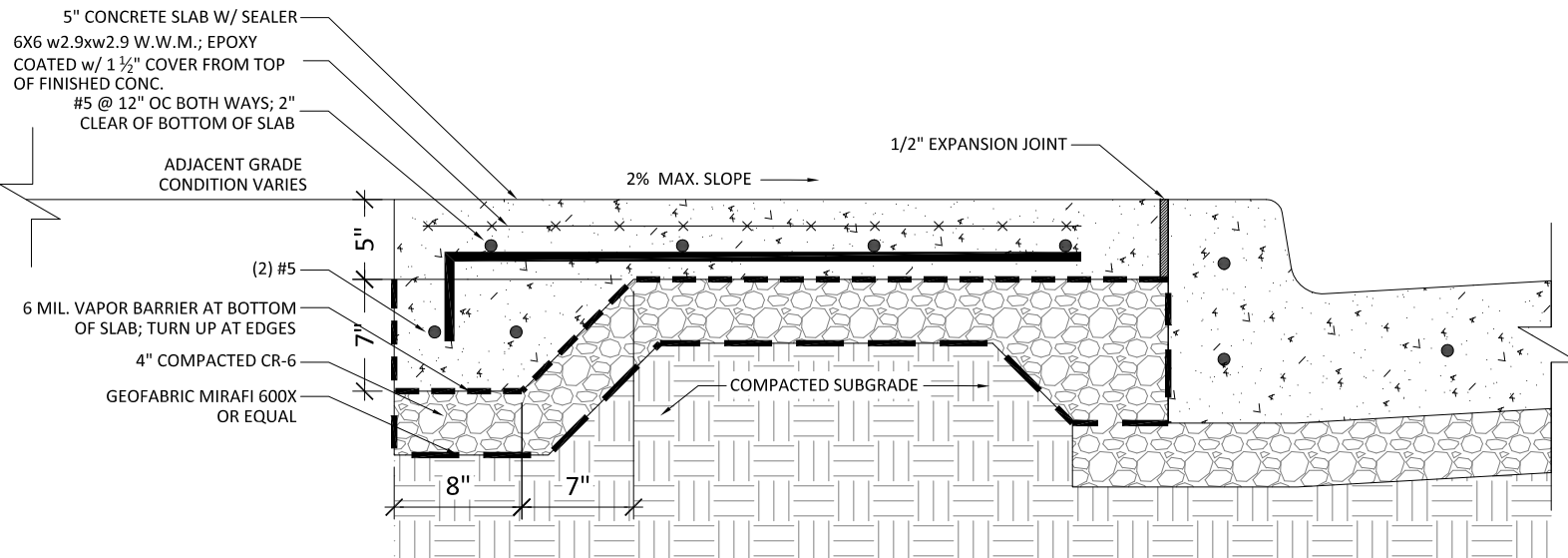


NOTES:

1. AFTER CURING, CONCRETE SIDEWALK SLAB SHALL RECEIVE A COAT OF SILANE SEALER TO BE COMPATIBLE WITH CURING METHOD AND MATERIALS.
2. ALL CONCRETE TO BE 4,000 PSI, 7% AIR ENTRAINED $\pm 1.5\%$.
3. PROVIDE SCORE AND EXPANSION JOINTS PER DETAIL 6/L3.0.
4. ALL REBAR SHALL BE SUPPORTED ON REBAR CHAIR.
5. ALL MESH SHALL BE SUPPORTED ON MESH CHAIR

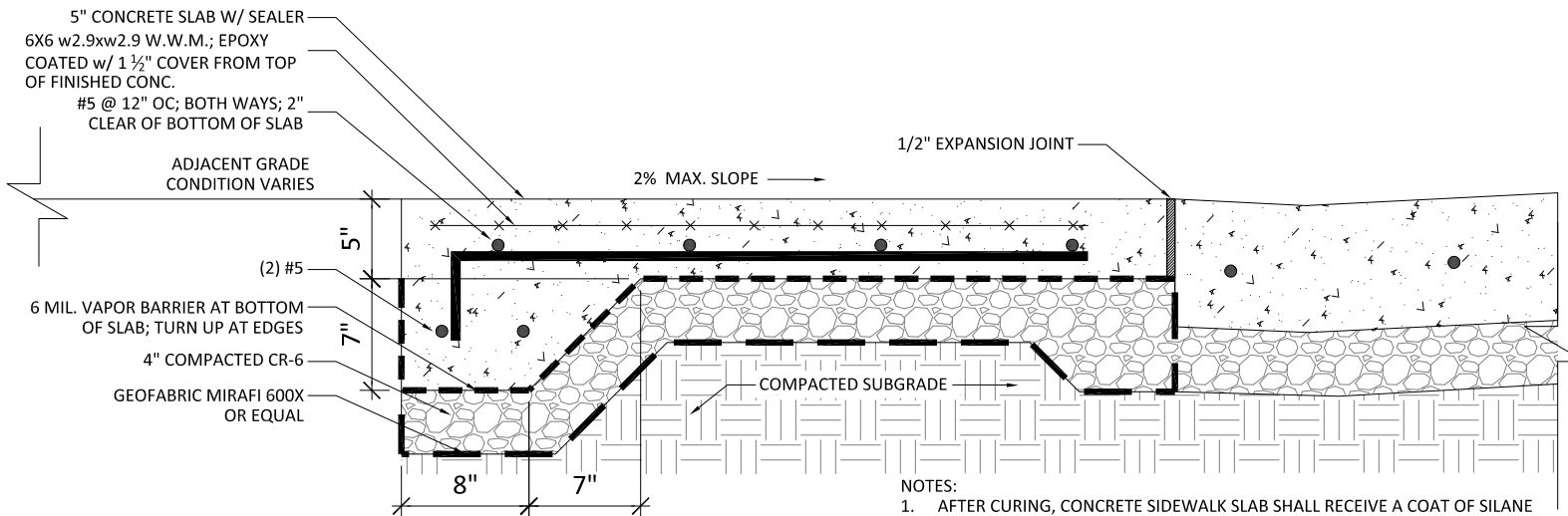


D5 - TYP CONCRETE SIDEWALK SECTIONS



NOTES:

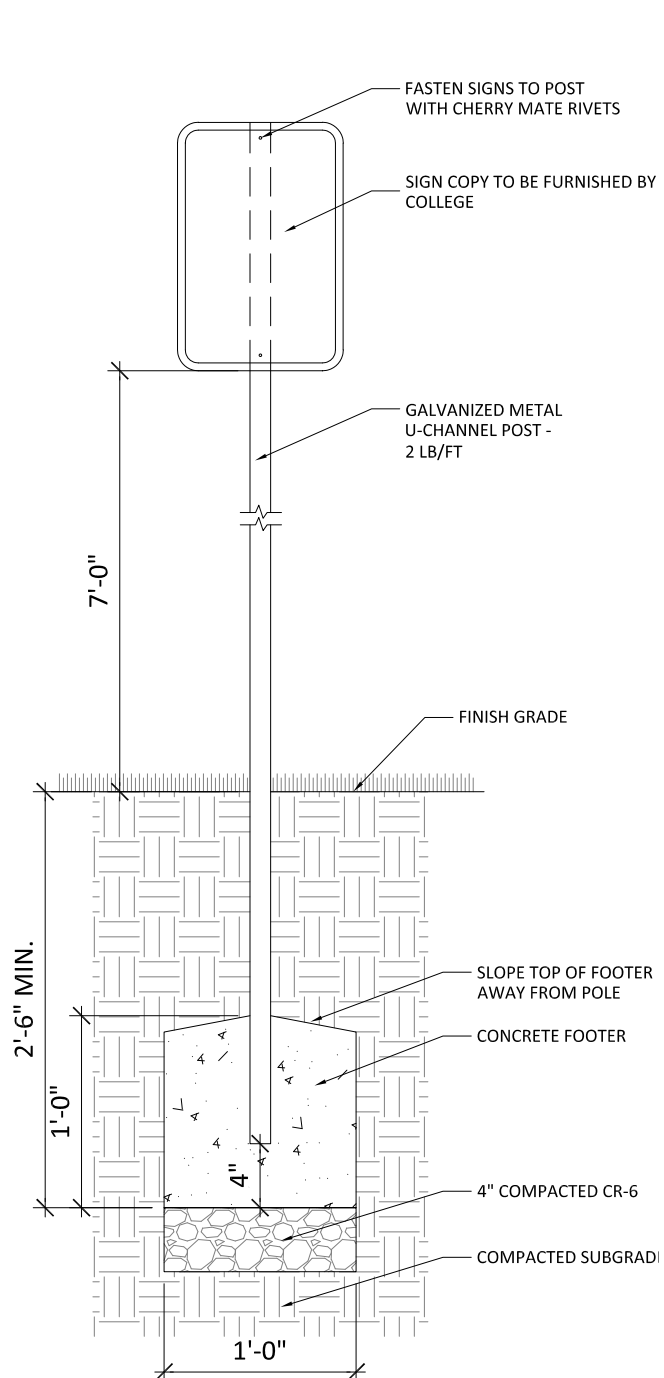
1. AFTER CURING, CONCRETE SIDEWALK SLAB SHALL RECEIVE A COAT OF SILANE SEALER TO BE COMPATIBLE WITH CURING METHOD AND MATERIALS.
2. REFER TO CURB & GUTTER DETAILS FOR REINFORCEMENT.
3. ALL CONCRETE TO BE 4,000 PSI, 7% AIR ENTRAINED ±1.5%.
4. PROVIDE TOOLED SCORE AND EXPANSION JOINTS PER DETAIL.
5. ALL REBAR SHALL BE SUPPORTED ON REBAR CHAIR.
6. ALL MESH SHALL BE SUPPORTED ON MESH CHAIR.



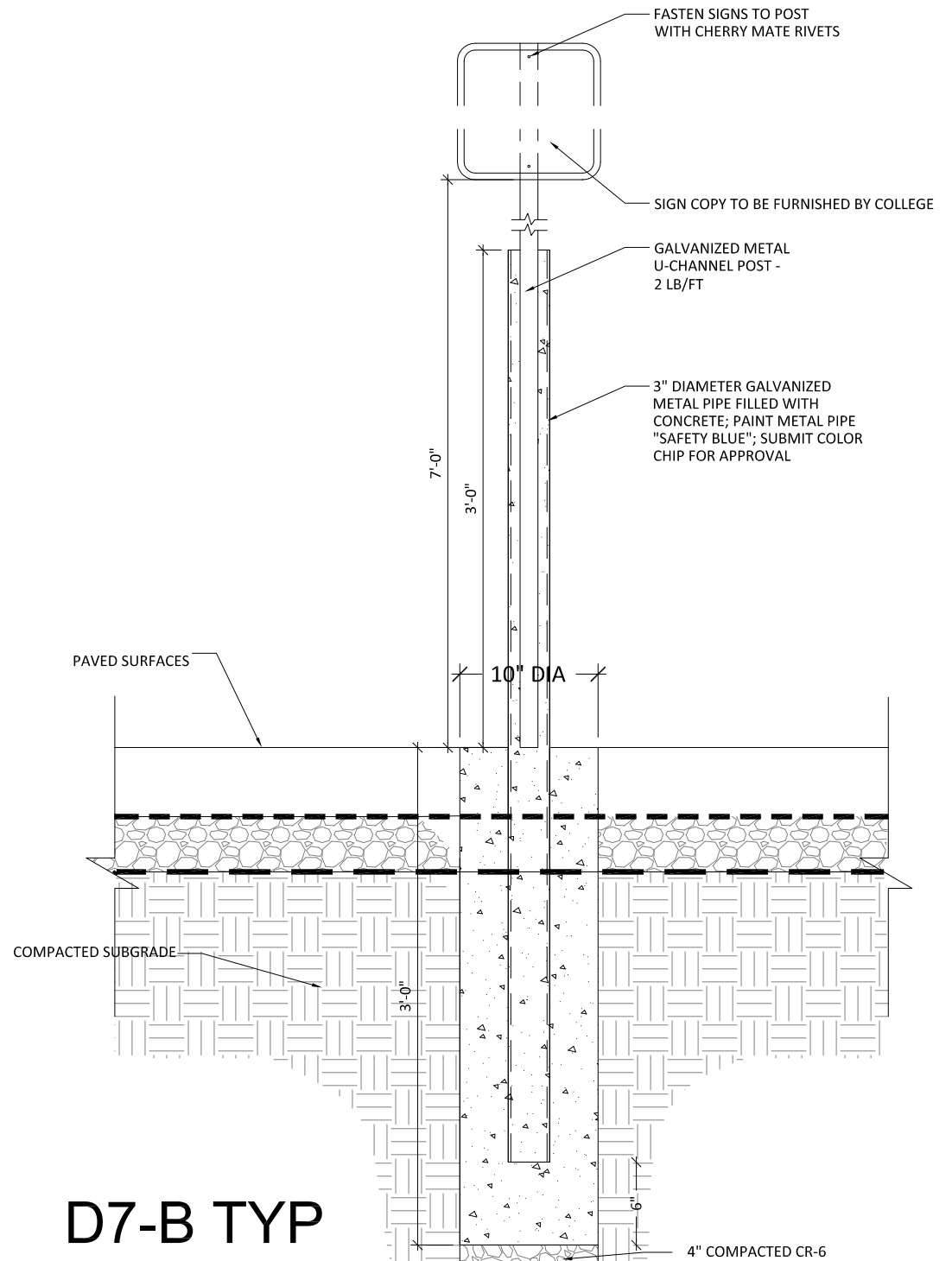
NOTES:

1. AFTER CURING, CONCRETE SIDEWALK SLAB SHALL RECEIVE A COAT OF SILANE SEALER TO BE COMPATIBLE WITH CURING METHOD AND MATERIALS.
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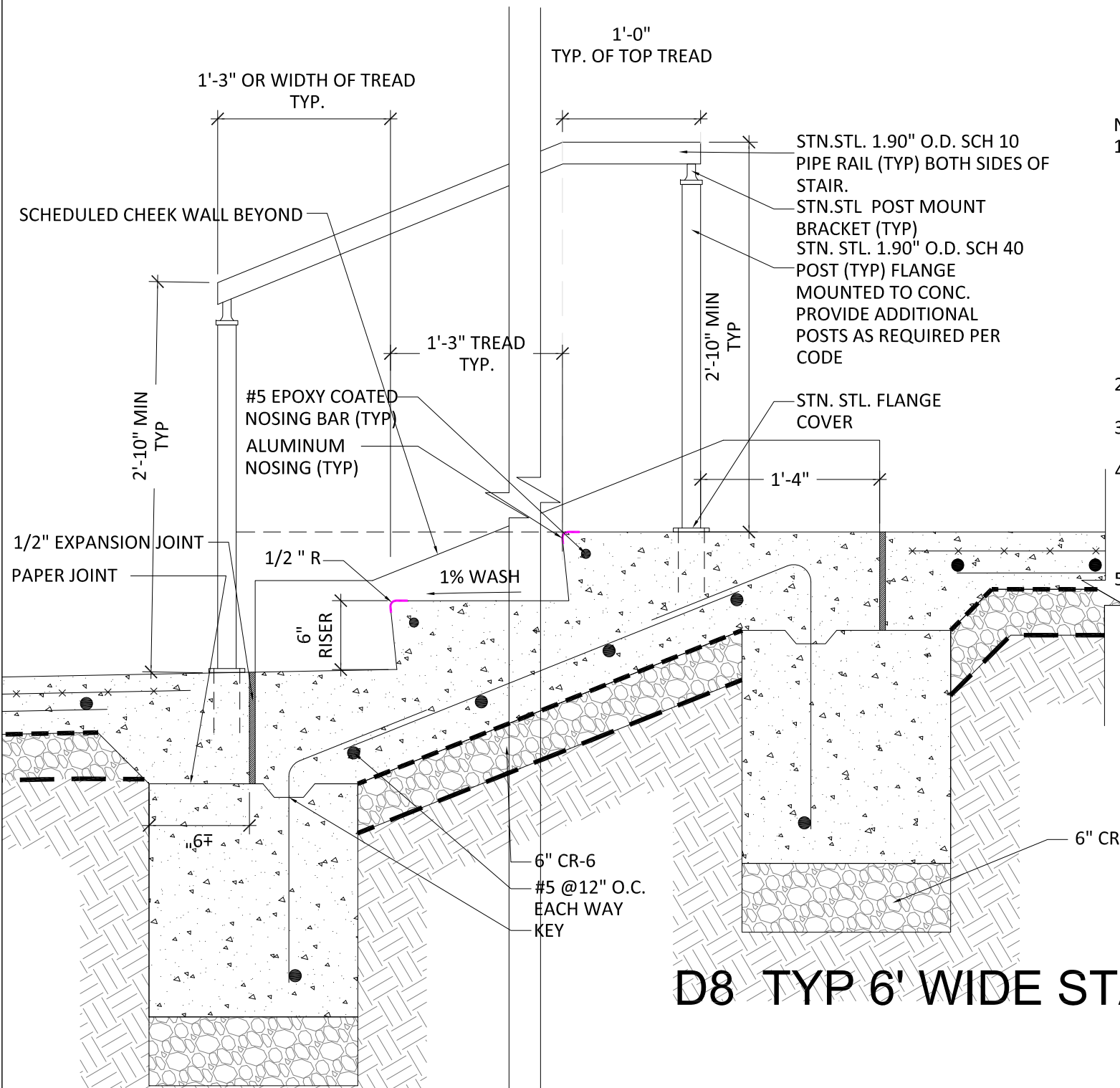
D6 - TYP CONCRETE SIDEWALK AGAINST CURBS



**D7-A TYP SIGN POST
IN LAWNS**



**D7-B TYP
SIGN POST IN PAVEMENT**



NOTES:

1. POSTS SHALL BE SET VERTICAL AND SHALL BE SURFACE-MOUNTED. ANCHORS TO BE STAINLESS STEEL TYPE 303 OR 304 WEDGE ANCHORS AND SHALL BE FURNISHED BY HANDRAIL MANUFACTURER. SURFACE MOUNTS TO BE COVERED WITH STAINLESS STEEL FLANGE COVERS, ALSO FURNISHED BY HANDRAIL MANUFACTURER, AND HAVE SATIN #4 FINISH.
2. POSTS AND HANDRAILS SHALL HAVE A SATIN #4 FINISH.
3. STAINLESS STEEL PIPE RAIL AND COMPONENTS BY 'WAGNER'.
4. ALUMINUM STAIR NOSING SHALL BE 3" WIDE ALUMOGRIT BY WOOSTER PRODUCTS, INC. OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
5. SUBMIT SHOP DRAWINGS OF HANDRAILS TO LANDSCAPE ARCHITECT FOR APPROVAL.

D8 TYP 6' WIDE STAIR DETAIL