



## **Request for Proposal**

**RFP No.: E621-009**

**Health Sciences Center  
Roof Section A Replacement  
Takoma Park/Silver Spring Campus**

**Project No.: FP 21-037**

**Issue Date: April 2, 2021  
Montgomery College  
9221 Corporate Boulevard  
Rockville, Maryland 20850**

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

# REQUEST FOR PROPOSAL

No. **E621-009**  
**Technical and Price Proposals**

DATE ENTERED	BID CLASS	PAGE	of
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## THIS IS NOT AN ORDER

MONTGOMERY COLLEGE

REQUEST FOR PROPOSAL  
 RFP NO.: E621-009

### HEALTH SCIENCES CENTER ROOF SECTION A REPLACEMENT TAKOMA PARK/SILVER SPRING CAMPUS

It is the intent of this Request for Proposals (RFP) to provide Montgomery College with construction services to **replace Roof Section A at Health Sciences Center on the Takoma Park/Silver Spring Campus, located at 7977 Georgia Avenue, Silver Spring, Maryland 20910**, in accordance with the terms, conditions, and specifications described herein.

This Request for Proposal will be conducted by using a single-step two envelope bidding procedure. **A submittal consisting of the Technical Proposal and Price Proposal are required when responding to this Request for Proposal. All proposals must be submitted electronically, in two separate PDF file attachments.** One attachment shall consist of the Technical Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email. **Subject line of email must include the following: Offeror’s Response to RFP No. E621-009 Health Sciences Center Roof Section A Replacement, Takoma Park/Silver Spring Campus.**

Electronic proposals shall be sent to [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu), by **2:00 p.m. on April 28, 2021** Eastern Daylight Time (EDT). **Any proposal received at the above email address, after the EDT submittal deadline, will be automatically rejected. Proposals sent to other email address other than the above specified will NOT be accepted.**

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

Proposals must remain valid for **one hundred and twenty (120) days** from the proposal due date and prior to contract award. Upon contract award, prices must remain firm for the duration of the overall contract term.

All required submissions must accompany each proposal. Incomplete proposals may be deemed disqualified for further consideration and will not be reviewed.

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

An electronic PDF version of RFP documents may be obtained by downloading the file from the College Procurement website at <http://www.montgomerycollege.edu/procure/> on or after **April 2, 2021**, at no charge.

No Pre-Proposal Conference will be held. **A site examination is required and appointments can be scheduled by contacting Eric Koh, AIA, College Architect, via email to [eric.koh@montgomerycollege.edu](mailto:eric.koh@montgomerycollege.edu). Site examination is mandatory and verification of the examination by a College representative is required.** Potential contractors shall thoroughly examine the site within the project scope for conditions that may affect their pricing. The price proposal shall be firm and final, no adjustments shall be granted if contractors fail to account for site variances.

Request for clarifications from Contractors must be submitted in writing no later than **5:00 p.m., on April 21, 2021**. All procurement questions related to this solicitation shall be directed to Yu (Judy) Zhu, Purchasing Manager via email to [yu.zhu@montgomerycollege.edu](mailto:yu.zhu@montgomerycollege.edu). All technical questions shall be directed to Eric Koh, College Architect, via email to [eric.koh@montgomerycollege.edu](mailto:eric.koh@montgomerycollege.edu).

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

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

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

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

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

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



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Patrick L. Johnson, MBA  
Director of Procurement

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

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

# 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 fortyeight (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, P.O. Box 1006, 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 Administrative Center, located at 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 - RFP AND AWARD SCHEDULE

#### 1.1 REQUEST FOR PROPOSAL SCHEDULE

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

April 2, 2021	RFP Documents Available
April 21, 2021	Last Date for Requests for Information
<b>April 28, 2021</b>	<b>Technical Proposal (Part A) and Price Proposal (Part B) Due</b>
June 21, 2021	Proposal Evaluation Process Concludes and the College Board of Trustee Approves the Recommendation for Contract Award

#### 1.2 AWARD SCHEDULE

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

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

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

### PART 2 - PRE-PROPOSAL CONFERENCE

- 2.1 No Pre-Proposal Conference will be held.

### PART 3 - RFP DOCUMENTS

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

General Conditions of the Contract, Montgomery College Supplementary Conditions of the Contract, Specifications, Drawings and all Addenda if applicable.

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

#### **PART 4 - SITE EXAMINATION**

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

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

- 4.2 Potential Contractors shall thoroughly examine and investigate existing site conditions that may affect their pricing proposal, prior to proposal submission. Site examination is mandatory and verification of the examination by a College representative is required. The price proposal shall be firm and final, no adjustments shall be granted at a later date, if contractors fail to account for site variances.
- 4.3 Contractors MUST attach the Verification of Examination of Site Conditions form, which is included in Section 004400 and is to be signed by an authorized College Representative upon the completion of site examination, and include it in the Technical Proposal (Part A) submission.
- 4.4 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.
- 4.5 Data in the RFP documents pertaining to existing conditions is for convenience only and does not supplant obtaining first-hand information at the site. Submission of proposals shall constitute acceptance by the Contractor of existing site conditions as a part of the requirements for this work.



## **PART 5 - INTERPRETATION OR CORRECTION OF RFP DOCUMENTS**

- 5.1 The RFP documents should be examined carefully. Should any Contractors find discrepancies or omissions in the solicitation documents, or be in doubt as to the meaning of any item(s), Request for Clarification related to procurement shall be submitted to Yu (Judy) Zhu, Purchasing Manager, via email to [yu.zhu@montgomerycollege.edu](mailto:yu.zhu@montgomerycollege.edu). All technical questions shall be directed to Eric Koh, College Architect via email to [eric.koh@montgomerycollege.edu](mailto:eric.koh@montgomerycollege.edu).
- 5.2 Contractors shall be responsible for reviewing and coordinating the submission of clarifications requested by Subcontractors or Vendors. Clarification requests made directly by Subcontractors or Vendors will not be accepted by the College.
- 5.3 **REQUESTS FOR CLARIFICATIONS MUST BE SUBMITTED BY EMAIL NO LATER THAN 5:00 PM on April 21, 2021.**
- 5.4 No oral interpretation of the meaning of the RFP documents will be made to any Contractor, and oral responses or oral interpretations will not be binding in any way to modify or change any requirement in the RFP documents.
- 5.5 The College will review the written questions and requests for clarification, if any, and any and all such interpretations and any supplemental instructions will be issued in the form of written Addenda to the RFP. Any issued Addenda may be obtained by downloading the file from the College's Procurement website <http://www.montgomerycollege.edu/procure> at no charge.
- 5.6 All Addenda shall become part of the RFP documents.
- 5.7 Notification regarding addenda posted at the above referenced website will be provided by e-mail, to all Contractors who are known by the College to have received a complete set of Proposal Documents by downloading the RFP from the College's Procurement website and who have provided an accurate current e-mail address. To ensure that an accurate notification attempt can be made, and is delivered to the appropriate contact person, the College requests the Contractor register one person's contact information with the College's website. The College will make a good faith, one-time, attempt to e-mail the notification to that contact person, but cannot be held responsible for unsuccessful delivery in the event that an incorrect e-mail address is provided and/or technical difficulties are experienced in the transmission.
- 5.8 It is the Contractor's sole responsibility to ensure receipt of all Addenda. It is highly recommended that the Contractor check the College's website for all posted Addenda prior to submitting their proposals. All Addenda shall become part of the Request Proposal documents.
- 5.9 Failure of any Contractor to receive any such Addenda or interpretation shall not relieve the Contractor from any obligation or requirement provided for in the Addenda or issued interpretation.

## **PART 6 - PREPARATION AND SUBMITTAL OF PROPOSALS (NEW)**

- 6.1 A submittal consisting of the Technical Proposal, and the Price Proposal are required when responding to this Request for Proposal.
- 6.2 All proposals must be submitted electronically, in two separate PDF file attachments. One attachment shall consist of the Technical Proposal, and second attachment shall consist the Price

Proposal. Both attachments shall be sent together, in a single email to [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu), prior to the RFP closing date and time as outlined in RFP. Subject line of email must include the following: Offeror Response to RFP No. E621-009, Health Science Center Roof Section A Replacement, Takoma Park/Silver Spring Campus.

- 6.3 Electronic proposal submittal is based on Eastern Daylight Time (EDT). **Any proposal received at the above email address, after the EDT submittal deadline, will be automatically rejected. Proposals sent to other email address other than the above specified will NOT be accepted.**
- 6.4 In addition to the electronic submission, one original hardcopy of Technical Proposal and Price Proposal shall be mailed/delivered to the address below. **Hard copy proposal must be received by the College no later than ten (10) business days after the RFP due date and prior to the contract award.**

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

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

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

PROPOSAL ENVELOPE LABEL

**PART A - TECHNICAL PROPOSAL**

RFP No.:	E621-009 (A)
Proposal Due Date:	<b>April 28, 2021</b>
Proposal Due Time:	2:00 PM
Contractor's Name:	_____
Contractor's Address:	_____ _____
Project Title:	Health Sciences Center Roof Section A Replacement Takoma Park/Silver Spring Campus

## **PART B - PRICE PROPOSAL**

RFP No.: E621-009 (B)  
Proposal Due Date: **April 28, 2021**  
Proposal Due Time: 2:00 PM  
Contractor's Name: \_\_\_\_\_  
Contractor's Address: \_\_\_\_\_  
Project Title: Health Sciences Center Roof Section A Replacement  
Takoma Park/Silver Spring Campus

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

## **PART 7 - DELAYED OPENING**

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

## **PART 8 - ERRORS IN PROPOSALS**

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

## **PART 9 - WITHDRAWAL OF PROPOSALS**

- 9.1 Contractor may not withdraw or modify the Price Proposal for one hundred and twenty (120) calendar days after the Price Proposal due date and time.
- 9.2 The College may require additional time to administer College, County and/or State contract award or other regulatory processes. To accommodate for this possibility, prices must remain firm for one hundred twenty (120) days from the price proposal due date. Anticipated Contract Award date, Notice to Proceed date and project scheduling expectations may be adjusted in concert with this provision. It is the Contractor's sole responsibility to ensure that their price proposal response accommodates this requirement.

## **PART 10 - EVALUATION OF PROPOSALS**

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

10.2.1 Technical Proposal (Part A):

Part A Technical Proposal responses will be opened first. Price Proposals will remain sealed and are held by the Office of Procurement until the conclusion of Technical Proposal evaluation. Technical Proposals will be reviewed by a College Evaluation Committee based on the substantiated ability of the Contractor to perform the required construction services described in the RFP documents, and the Contractor's responsiveness to the Technical Proposal requirements **on a "go," "no-go" basis only**.

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

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

10.2.2 Price Proposal (Part B):

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

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

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

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

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

## PART 11 – COLLEGE'S RIGHTS

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

- A. To make such investigation as deemed necessary to determine the qualifications of the Contractor and to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the College all such information and data as the College may request. The College reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the College that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

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

## PART 12 - AWARD CONSIDERATIONS

- 12.1 An award will be recommended in the best interest of the College to the **most responsive and responsible qualified contractor with the lowest Base Price Total** that can meet or exceed the terms, conditions, and specifications of this solicitation, including project delivery requirements. Only alternates submitted by the recommended Contractor may be reviewed and considered by the College. The College reserves the right to accept or reject any alternate pricing.

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

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

**END OF INSTRUCTIONS TO CONTRACTORS**

## 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.
- B. Due to the ongoing COVID-19 pandemic, the College is open remotely. Most 2021 summer and fall semester classes are currently scheduled to be online. Students in certain programs may come to campus for some hybrid classes. It is expected that Health Sciences Center's Nursing Program will conduct lab sessions in the building in summer session and fall semester. Access to the College campuses is currently restricted.
- C. It is the College's expectation the project will be completed **at the end of August 2021**.

### PART 2 – PREVAILING WAGES

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

### PART 3 – MINORITY PARTICIPATION

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

#### **PART 4 – BONDS**

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

#### **PART 5 – INSURANCE**

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



## **PART 6 – FORM OF CONTRACT**

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

## **PART 7 – LIST OF SUBCONTRACTORS (UPON REQUEST)**

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

## **PART 8 – VENDOR QUALIFICATIONS (UPON REQUEST)**

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

8.3 The College reserves the right to reject any Vendor.

**PART 9 – TAXES**

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

**PART 10 – LAWS AND REGULATIONS**

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

**END OF SUPPLEMENTARY INSTRUCTIONS TO CONTRACTORS**

## REQUIRED SUBMISSIONS

**TO: PROSPECTIVE OFFERORS**

**FROM: PROCUREMENT OFFICE  
MONTGOMERY COLLEGE**

A submittal consisting of the Technical Proposal, and the Price Proposal are required when responding to this Request for Proposal. All proposals must be submitted electronically, in two separate PDF file attachments. One attachment shall consist of the Technical Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email prior to the proposal submission deadline date and time to [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu). Subject line of email must include "Offeror Response to RFP No. E621-009, Health Sciences Center Roof Section A Replacement, Takoma Park/Silver Spring Campus".

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

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

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

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

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

### **PART 1 - ITEMS REQUIRED FOR ALL TECHNICAL PROPOSAL (PART A) SUBMISSIONS**

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

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

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

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

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

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

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

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

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

- 1) Submit resumes and/or other relevant information demonstrating the qualifications and technical competence of proposed project team members including, at a minimum:
    - Project Manager
    - Project Superintendent
    - Quality Control Manager
  - 2) Demonstration that team members have prior work experience together is preferred.
  - 3) Demonstration that team members have prior work experience on roof replacement projects.
  - 4) Indicate expected percentage (or range) of time each team member will devote to the project.
- f) Quality Control Program
- 1) Submit a statement outlining the process by which you will assure compliance with the RFP Documents.
  - 2) Explain how your site housekeeping and maintenance procedures, management of temporary conditions and/or constraints and sequencing of trades affect quality control outcomes.
- g) Acknowledgement of Proposed Project Schedule
- Include a letter acknowledging review and acceptance of the Proposed Project Schedule as outlined in Part 1 of Section 002213, Supplementary Information to Contractors. Submit an alternative outline schedule for the project if not in agreement with this proposed schedule.
- h) Verification of Examination of Site Conditions, Section 004400-1.
- i) Minority Participation Form, Section 004539
- j) Conflict of Interest Statement, Section 004541
- k) Exceptions to the Montgomery College General Conditions of the Contract, or any deviations to the other RFP requirements, if applicable
- l) Acknowledgement of Receipt of Addenda, if applicable

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

2.1 Price Proposal Form, Section 004213B

2.2 AIA Document A310-2010, Bid Bond

- a) Contractor shall submit a Bid Bond (**original included in hardcopy submission**) from a surety company authorized to do business in the State of Maryland, acceptable to the College, made payable without condition to the College, for not less than 5% of the total base bid

amount, including all add alternates, but excluding deduct alternates, or a cashier's check not less than 5% of the total base bid amount, including all add alternates, but excluding all deduct alternates. Bid Bond shall be prepared and submitted on AIA Form A310-2010, "BID BOND".

- 2.3 Bonding Company Letter Guaranteeing the Required 100% Performance, Labor and Material Payment Bonds
- a) Contractor shall submit one letter (**original included in hardcopy submission**) from the Contractor's bonding company stating that it guarantees it will furnish the required 100% performance and labor and material payment bonds if the Contractor is recommended for contract award. Letter provided shall not be generic, but must be written specifically for this project.

**END OF REQUIRED SUBMISSIONS**

## INFORMATION AVAILABLE TO CONTRACTORS

### 1.1 GENERAL PROVISIONS

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

### 1.2 BUILDING DOCUMENTATION

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

**Eric Koh, AIA, College Architect**  
**Email: [eric.koh@montgomerycollege.edu](mailto:eric.koh@montgomerycollege.edu)**

**END OF INFORMATION AVAILABLE TO CONTRACTORS**

**TECHNICAL PROPOSAL FORM**

**To:** Montgomery College

**Re: RFP No.: E621-009**  
**Health Sciences Center Roof Section A Replacement**  
**Takoma Park/Silver Spring Campus**

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

**From:** \_\_\_\_\_  
**(Provide Your Company's Name)**

**PART 1** - All proposals must be submitted electronically. Contractor must submit Technical Proposal Form (Part A) and all Attachments in one PDF file, together with the Price Proposal Form (Part B) and all Attachments in a separate PDF file. Both attachments shall be sent together, in a single email to: [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu), prior to the RFP closing date and time, as outlined in RFP. Subject line of email must include "Offeror Response to RFP No. E621-009, Health Sciences Center Roof Section A Replacement, Takoma Park/Silver Spring Campus". Electronic proposal submittal is based on Eastern Daylight Time (EDT). Any proposal received at the above email address, after the EDT submittal deadline will be automatically rejected. Proposals sent to other email address other than the above specified will NOT be accepted.

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

**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, insurance and bonds for the replacement of Roof Section A of Health Sciences Center and associated work as indicated in the contract document on the Takoma Park/Silver Spring Campus, Maryland as specified in the Request for Proposal documents. The work to be performed by the Contractor shall include all items accepted by the College as part of the Contractor's submittal. It is understood that Montgomery College (hereinafter referred to as College) will be the sole judge as to the acceptance of the proposals and award of the contract. All work shall be done in accordance with the accompanying Technical Specifications and Drawings for the amount listed on the Price Proposal Form, and accepted Alternates, if any, as applicable in accordance with the terms of the Request for Proposal documents. The Contractor is reasonably expected, given the existing conditions and required construction, to complete the Work within the completion date stated in the Request for Proposal documents.

#### **PART 5 - PROPOSAL SUBMITTAL ATTACHMENTS**

##### **Technical Proposal Form and all Attachments include:**

- A. Contractor's Qualification Statement including Financial Statements, Section 004513-1
- B. Copy of Contractor's Maryland Business Registration
- C. Contractor's Relevant Project Experience
- D. Proposed Project Management/Supervisory Personnel List (including Construction Superintendent) and their Professional Qualifications and Technical Competence
- E. Quality Control Program
- F. Acknowledgement of Proposed Project Schedule
- G. Verification of Examination of Site Conditions, Section 004400-1
- H. Minority Participation Form, Section 004539-1
- I. Conflict of Interest Statement, Section 004541
- J. Any exceptions to the Montgomery College General Conditions of the Contract, or any deviations to the other requirements of the RFP, if applicable
- K. 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.: E621-009**  
**Health Sciences Center Roof Section A Replacement**  
**Takoma Park/Silver Spring Campus**

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

**From:** \_\_\_\_\_  
**(Provide Your Company's Name)**

**PART 1** - All proposals must be submitted electronically. Contractor must submit Price Proposal Form (Part B) and all Attachments in one PDF file, together with the Technical Proposal Form (Part A) and all Attachments in a separate PDF file. Both attachments shall be sent together, in a single email to: [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu), prior to the RFP closing date and time, as outlined in RFP. The subject line of the email must include "Offeror's Response to RFP No. E621-009 Health Sciences Center Roof Section A Replacement, Takoma Park/Silver Spring Campus". Electronic proposal submittal is based on Eastern Daylight Time (EDT). Any proposal received at the above email address, after the EDT submittal deadline will be automatically rejected. Proposals sent to other email address other than the above specified will NOT be accepted.

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

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

**PART 3** - Contractor acknowledges receipt of the following Addenda:

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

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

The proposed total contract amount to complete **Health Sciences Center Roof Section A Replacement at Montgomery College Takoma Park/Silver Spring Campus**, per terms, conditions, drawings and specifications, including all costs associated with the requirements specified in the Request for Proposal documents, and having examined both the site of the Work and all matters referred to in the Request for Proposal documents, is:

(In Words): \_\_\_\_\_ Dollars

(In Numbers): \$ \_\_\_\_\_

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

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

**A. ALLOWANCES – NOT USED**

**B. UNIT PRICES**

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 the result of field conditions.

**Unit Price No. 1:** For scraping and priming of more/less surface rusted areas of steel deck and framing than the one thousand (1,000) square feet carried in the Base Bid as outlined in Division 05 Section “Steel Decking”.

Add/Deduct Unit Price: (In Words): \_\_\_\_\_ Dollars per S.F.

(In Numbers): \$ \_\_\_\_\_/S.F.

**Unit Price No. 2:** For removal and replacement of more/less steel deck than the three hundred (300) square feet carried in the Base Bid as outlined in Division 05 Section “Steel Decking.”

Add/Deduct Unit Price: (In Words): \_\_\_\_\_ Dollars per S.F.

(In Numbers): \$ \_\_\_\_\_/S.F.

**Unit Price No. 3:** For the installation of more/less walkway pads than the one hundred (100) linear feet carried in the Base Bid, as outlined in Division 07 Section “Modified Bitumen Membrane Roofing.”

Add/Deduct Unit Price: (In Words): \_\_\_\_\_ Dollars per L.F.

(In Numbers): \$ \_\_\_\_\_ /L.F.

**C. ALTERNATES – NOT USED**

**D. SEPARATELY IDENTIFIED PRICES – NOT USED**

**PART 6- BID SURETY**

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

**PART 7 - PRICE PROPOSAL (PART B) SUBMITTAL ATTACHMENTS**

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

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

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

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

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

**PART 12 - SIGNATURES:**

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

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Facsimile Number)

**By:**  
**SEAL IF A CORPORATION**

\_\_\_\_\_  
**Authorized Agent & Title (Print)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
(F.E.I.N.)

\_\_\_\_\_  
(Contractor License Number)

\_\_\_\_\_  
(Contact E-mail Address)

**BE SURE TO SIGN YOUR PROPOSAL**

**BID BOND**

**Health Sciences Center Roof Section A Replacement  
Takoma Park/Silver Spring Campus**

Use AIA Document A310-2010, Bid Bond

**VERIFICATION OF EXAMINATION OF SITE CONDITIONS**

**This form must be completed and included with the Technical Proposal Form (Part A) submission.**

The undersigned hereby certifies the completion of examination of the site conditions on \_\_\_\_\_, 2021.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Facsimile Number**

\_\_\_\_\_  
**Name & Title (Print)**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
**Signature**

Site examination inspection confirmed by College Representative:

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**College Representative Name & Position**

\_\_\_\_\_  
**Signature**



## CONTRACTOR'S QUALIFICATION STATEMENT

Use **AIA Document A305, Contractor's Qualification Statement**, latest edition, or Montgomery College's "**Contractor's Qualification Statement**", unless otherwise indicated. A copy of the Montgomery College form and the supplemental instructions are included with this section.

# Contractor's Qualification Statement

## 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 Offeror's suitability for providing services as a General Contractor for the referenced project.*

**SUBMITTED TO:** Office of Procurement  
**MONTGOMERY COLLEGE**

**ADDRESS:** 9221 Corporate Boulevard  
Rockville, Maryland 20850

**SUBMITTED BY:**  
**TITLE:**

**COMPANY NAME:**  
**ADDRESS:**

**NAME OF PROJECT:** **Health Sciences Center Roof Section A Replacement  
Takoma Park/Silver Spring Campus**

**Type of Work (select one):**

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify)

**1.0 ORGANIZATION**

- 1.1 How many years has your organization been in business as a Contractor?
  
- 1.2 How many years has your organization been in business under its present business name?
  - 1.2.1 Under what other or former names has your organization operated?
  
- 1.3 Describe the form of your organization (i.e. corporation, partnership, individual, or other) and name the principal(s):

**2.0 LICENSING**

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

**3.0 EXPERIENCE**

- 3.1 List the categories of work that your organization normally performs with its own forces:

- 3.2 On a separate sheet, list the similar construction projects your organization has completed in the last three years, giving the name of the project, owner, architect, the contract amount, date of completion and percentage of cost of the work performed with your own forces.

- 3.3 State average annual amount of construction work performed in the last three years:

- 3.4 Has your organization ever failed to complete any work awarded to it?  
 NO  YES (*attach details*)

- 3.5 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?  
 NO  YES (*attach details*)

- 3.6 Has your organization filed any lawsuits or requested arbitration with regards to construction contracts within the last five years?  
 NO  YES (*attach details*)

- 3.7 Has your organization ever been debarred from bidding on State Contracts by the Board of Public Works, or on any other Local, Municipal, County, State or Federal project?  
 NO  YES (*attach details*)

- 3.8 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)  
 NO  YES (*attach details*)

- 3.9 Has your organization ever filed for bankruptcy, receivership, or any other similar legal protection to protect it from default? (If the answer is yes, please attach details.)  
 NO  YES (*attach details*)

- 3.10 Include a brief description of **three (3) projects** in Section 3.2 listing each project's size, relevant features, construction cost (including general conditions, OH&P), change order value (excluding or annotating Owner directed scope changes), anticipated schedule, actual schedule and an Owner's reference contact person's name and current telephone number.

**4.0 FINANCIAL STATUS**

4.1 Financial Statement

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

**5.0 SIGNATURE**

5.1 Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

Name of Organization:

\_\_\_\_\_  
By:  
Title:

**6.0 NOTARY**

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

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public:

My Commission Expires:

**SUBCONTRACTOR INFORMATION FORM**

Trade: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

Project # 1 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project # 2 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project # 3 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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:** E621-009

**RFP Title:** Health Sciences Center Roof Section A Replacement  
Takoma Park/Silver Spring Campus

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



**CONFLICT OF INTEREST STATEMENT**

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

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

Montgomery College  
Standard Performance Bond

---

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

---

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (*Name and Location*):

BOND

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

Amount:

Modifications to this Bond:

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

None

SURETY

Company:

See Page 3

(Corporate Seal)

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

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

(Any additional signatures appear on the last page)

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

---

AGENT or BROKER:

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 DEFINITIONS

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

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

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

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

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

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

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

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

**PAYMENT BOND**

**Health Sciences Center Roof Section A Replacement  
Takoma Park/Silver Spring Campus**

**RFP No.: E621-009**

Use AIA Document A312-2010, Payment Bond

**APPLICATION AND CERTIFICATE FOR PAYMENT**

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

**MONTGOMERY COLLEGE  
GENERAL CONDITIONS OF THE CONTRACT**

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    - 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

### 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 workdays)” as the basis for determining the anticipated number of “unusually severe weather” workdays at the construction site:

Monthly Anticipated Adverse Weather Days (in work days)											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4	5	4	5	5	3	3	3	2	4	4	4

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

4.5.4. Liquidated Damages

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

4.5.5. Waiver of Consequential Damages

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

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

**ARTICLE 5 – CONSTRUCTION BY COLLEGE OR BY SEPARATE CONTRACTORS**

5.1 SEPARATE CONTRACTS

5.1.1. The College reserves the right to let other contracts in connection with the Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work, and shall properly connect and coordinate its Work with theirs. The Contractor

shall work harmoniously with other contractors. The Contractor is not entitled to overhead, profit, or other compensation for work done for the College by other contractors.

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

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

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

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

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

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

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

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



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

## **ARTICLE 6 – CHANGES IN THE WORK**

### **6.1. CHANGES IN THE WORK**

#### **6.1.1. Changes**

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

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

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

#### **6.1.2. Disputed Work**

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

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

6.1.2.3. Upon receipt of a signed written order of the College's Project Manager under this subsection, the Contractor shall comply with the order promptly, within the requirements of the completion schedule, whether or not the Contractor signs or accepts the change order. Failure to comply with the order in a timely manner shall constitute a breach of the Contract and grounds for termination for default or any other remedy available to the College.

### 6.1.3. Modification of Contract Sum

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

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

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

Sample Maximum Mark-Up Calculation:

A. Subcontractor's cost (LME) = A

*(includes direct costs of Subsubcontractors  
and/or suppliers)*

B.	Subcontractor's combined OH&P	= 15% of A
C.	Subcontractor's Bonds and Builder's Risk Insurance if required	= as a % of A+B
D.	Contractor's combined OH&P	= 5% of A
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 OF THE CONTRACT**

### **PART 1 - COMPLEX STRUCTURES**

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

### **PART 2 – PROJECT PROCEDURES**

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

**END OF SUPPLEMENTARY CONDITIONS**

## SECTION 011100 - SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section outlines the scope of work included in the Section A roof replacement project at Montgomery College Health and Sciences Center at the Takoma Park/Silver Spring campus. Refer to the appropriate specification section for further information about installation methods and components to be provided. In general, the work includes, but is not limited to, the following items:
1. Remove and dispose of existing roofing systems and components, including membrane, insulation, deck board and membrane sheets, flexible and metal flashings, and associated materials and components down to structural deck unless otherwise noted (Division 02 Section "Selective Structure Demolition").
  2. Remove existing brick masonry units at new overflow scupper locations and infill brick masonry unit at the existing scupper locations (Division 04 Section "Maintenance of Unit Masonry").
  3. Repair or remove and replace existing deteriorated steel deck and provide roof drain stiffening plates and perimeter deck stiffening plates (Division 05 Section "Steel Decking").
  4. Provide wood blocking at perimeter edges, walls, fascias, and penetrations (Division 06 Section "Rough Carpentry").
  5. Provide new multi-layered insulation systems throughout the roof areas (Division 07 Section "Roof and Deck Insulation").
  6. Provide new 2-ply SBS modified bitumen roof membrane with embedded EFVM leak detection system, 2-ply SBS modified flashing system, and associated roof system components (Division 07 Section "Modified Bituminous Membrane Roofing").
  7. Provide perimeter and penetration sheet metal flashings and counterflashings, and miscellaneous sheet metal fabrications (Division 07 Section "Flashing and Sheet Metal").
  8. Provide condensate drain lines and conduit supports (Division 07 Section "Roof Accessories").
  9. Provide roof drain assemblies at existing and augmenting roof drain locations and leader piping and extensions at existing vent pipes (Division 22 Section "Roof Drains").
  10. Disconnect and reconnect existing mechanical/electrical components to restore proper operation to rooftop equipment following installation of roofing (Division 23 Section "Mechanical/Electrical General Requirements").
  11. Provide a replacement lightning protection system (Division 26 Section "Facility Lightning Protection").
- B. The Contract Documents showing the existing construction of the facility were developed from historic documents and from limited field observations by the Architect and its consultants.

Actual conditions may vary from those shown. Hidden conditions may be discovered over the course of the work. Further evaluation may uncover conditions which may require remedial attention prior to proceeding with demolition or construction. Contractor shall be aware of the need to proceed with diligence and care and shall notify Architect of conditions which do not reflect those indicated or which require further testing and repair prior to proceeding. Contractor shall correct conditions that are detrimental to timely and proper execution of the Work. Contractor shall not proceed until unsatisfactory conditions have been corrected. Commencement or continuation of work constitutes acceptance of conditions and responsibility for satisfactory performance.

## 1.2 PROJECT CONDITIONS

- A. The building may be occupied during construction. Coordinate with the owner to segregate occupants from the building's interior space directly below and immediately adjacent to the work area(s). Work that will create significant noise or disturbance shall be completed on off hours.
- B. Supply, install, and maintain barriers, protection, warning lines, and personnel required to segregate the interior space directly below and immediately adjacent to the work area(s) to prevent damage to the building and its occupants.
- C. Supply, install, and maintain barriers, warning lines, and personnel required to segregate the work area(s) from pedestrian or vehicular traffic, as well as to prevent damage to the building, pedestrians and the surrounding landscaped and paved areas. The Contractor shall observe all applicable OSHA and MOSHA requirements
- D. Schedule and execute work without exposing the building interior to the effects of inclement weather. Protect the building and its occupants against such risks and repair/replace work-related damage to the Owner's satisfaction.
- E. The Contractor shall not be responsible for reported roof related leaks which exist prior to initiating work in the leak areas. The Contractor shall be responsible for all roof related leaks and damage to existing roofing at all locations in which he has initiated work, to include trafficking and materials storage. If damage occurs, the Contractor shall repair damaged areas. Provide and maintain necessary protection and repairs to existing roofing to prevent interior leakage.
- F. Supply labor, equipment, tools and appliances necessary for the proper completion of the work.
- G. Do not install roofing systems or sealants during precipitation, including fog, or when air temperature is below 40° F (4° C) or is expected to go below 40° F (4° C) during application, or when there is ice, frost, moisture, or visible dampness on the roof.
- H. Phased or temporary construction will only be permitted as specified. Schedule, execute, and coordinate work on a daily basis so that components are installed completely and permanently as specified.

- I. Schedule, coordinate, and execute work to avoid traffic on completed roof areas. Coordinate work to prevent this situation by working away from completed roof areas, toward roof edges and access ways.
- J. Roofing that is removed shall be made 100% weathertight in the same day's operations.
- K. Supply shoring, supports, and other items or materials necessary to brace and support the structure, fixtures, and facilities affected by the work. This includes, but is not limited to, heating and air handling ducts, lighting, rooftop equipment and other items presently supported by or suspended from the roof decks to be removed, and associated structural members. Supply temporary walkways and ramps necessary to remove existing decking systems and install the replacement deck materials.
- L. Roof construction and materials shall comply with these specifications and the latest editions of the following:
  - 1. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
  - 2. The National Roofing Contractors Association (NRCA) "Roofing and Waterproofing Manual"
  - 3. The Asphalt Roofing Manufacturers Association (ARMA).
  - 4. Factory Mutual Global (FMG) publications "Loss Prevention Data for Roofing Contractors" and "Building Materials Approval Guide"
  - 5. Underwriters Laboratories, Inc. "Roofing Materials and Systems Directory"
  - 6. All work shall be performed in accordance with the International Building Code (IBC) in effect at the time of Bid and applicable Federal, State, and local code amendments, requirements, and publications.
- M. All workmanship and materials shall be of the best construction practice. Should a conflict arise between the specification requirements and those of the referenced publications, the better quality or more stringent requirement will prevail. Specification requirements that exceed the minimum requirements of the Manufacturer shall be complied with by the Contractor.
- N. Coordinate the work in this Section with other Sections, including preparatory work, building protection, daily clean-up, and protection of building and occupants.
- O. Supply labor, vacuums, tools and appliances necessary to keep the interior and exterior building and site areas below and around the construction clean, with as little accumulation of dust and debris as possible on a daily basis.
- P. Work will be observed by an on-site observer paid for by the Owner.

### 1.3 SPECIAL PROJECT CONDITIONS

- A. Carbon filters shall be provided on all mechanical room and other adjacent intakes during roofing operations.

#### 1.4 REFERENCES

- A. Applicable publications: Publications listed herein form a part of this Specification to the extent referenced and are indicated in the text by basic designation only. Applicable publications referenced shall be those that were issued and in use at the time of the Bid Submission.

#### 1.5 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference will be held with the Owner, Owner's Representatives, Contractor, and involved trades to discuss all aspects of the project. The Contractor's foreman or field representative will attend this conference. The foreman must be proficient in reading and writing English and shall be on site at all times that work is performed.
- B. The Owner shall reserve the right to require an alternate superintendent and/or foreman.
- C. The preconstruction conference shall not be held until all specified submittals have been received, reviewed, and accepted as to form by the Owner and Owner's Representative.
- D. Delivery of materials and commencement of construction shall not proceed until the preconstruction conference is held. Delays in obtaining a complete set of submittals shall not extend the contracted completion date.

#### 1.6 EMERGENCY RESPONSE

- A. The Contractor shall provide the Owner with after-hours (24-hour) emergency telephone numbers of the Contractor's superintendent and foreman.
- B. The Contractor must respond to emergency situations or calls within two (2) hours.

#### 1.7 CONSTRUCTION SCHEDULE

- A. It is the intent of the Owner to have portions of the existing roof assembly removed and replaced in a completed, watertight condition on a daily basis.
- B. Proper coordination of all aspects of the work by the Contractor and any sub-trades is critical to ensure proper installation and performance of the work. The Contractor's Construction Schedule shall clearly outline the coordination between job tasks of all involved disciplines. Subject to review and acceptance by the Owner, this Schedule will be strictly adhered to by the Contractor and sub-trades.
- C. The Contractor's Construction Schedule shall clearly identify the on-site crew foreman and the size of the crew to be utilized. The crew size shall remain consistent and work shall be continuous throughout the project, from start-up to completion.



- D. The Owner shall review the Contractor's Construction Schedule prior to the start of any work. After defining the location(s) of the work progress, the Owner shall arrange to control occupancy in the building to the greatest extent possible. It shall be the responsibility of the Contractor to supply the Owner with written notice, 72 hours in advance, if his work location(s) for a workday is different from the schedule. The Contractor shall update his Construction Schedule weekly and submit a copy to the Owner for review.
- E. The Contractor shall schedule periodic site visits by the Membrane Manufacturer providing the warranty during the construction period. Announce the Manufacturer's site visit (inspection) to the Owner 72 hours prior to its occurrence. Visits by the Manufacturer's representative shall be made prior to project start-up, one week into the start of construction, with inspections prior to the installation of the membrane surfacing, at project completion, and as requested by the Owner. The Contractor shall provide the Owner a copy of the Manufacturer's written report for each inspection, indicating Manufacturer's comments pertaining to installation of materials and any corrective recommendations. In addition, the Contractor is responsible to notify and obtain acceptance from the Membrane Manufacturer on detail changes that may affect the roof system warranty.

#### 1.8 SCHEDULE OF VALUES

- A. Provide a line item breakdown of construction labor and materials costs for each Specification Section included in these Contract Documents. Additionally, provide line item values for Unit Price, Alternate, and Allowance Work included in these Specifications. Utilize AIA Forms G702 and G703, to prepare and submit the Schedule of Values.

#### 1.9 WORK HOURS

- A. The Contractor will be allowed to work at the project site between the hours of 7:00 a.m. and 8:00 p.m., local time, Monday through Friday. Work outside these hours may be allowed with 48 hours' minimum notice to the Owner. Work on Saturday or Sunday may be performed from 8:00 a.m. to 5:00 p.m., with prior approval from the Owner. The Owner reserves the right to disapprove or suspend a request to work outside of normal working hours. The Owner also reserves the right to determine when building coverage is necessary or in the best interest of the Owner. The cost of providing building maintenance personnel onsite for weekend work or after hours work shall be borne by the Contractor.

#### 1.10 PROGRESS MEETINGS

- A. Progress meetings shall be scheduled bi-weekly by the Owner or as deemed necessary.

1.11 DIMENSIONS AND QUANTITIES

- A. Verify dimensions and quantities in the field prior to bid submission. The Project Plans and Drawings have been compiled from various sources and may not reflect the actual field conditions at the time of construction.
- B. The Contractor is solely responsible for means and methods of construction. Make necessary investigations to become familiar with the project conditions.
- C. Additional compensation due to unfamiliarity with project conditions will not be considered.
- D. In case of inconsistency between Drawings and Specifications or within either document, the better quality and/or greater quantity of work shall be provided, as determined by the Owner.

1.12 SAFETY DATA SHEETS

- A. Safety Data Sheets (SDSs) shall be submitted in complete sets to the Owner for all products to be used prior to any work being performed.

1.13 GUARANTEES AND WARRANTIES

- A. Refer to specific Sections of this specification for systems and product warranty requirements. Verify with Manufacturer of proposed systems and products that specified warranty requirements are acceptable, without exception, prior to selecting materials for use on this project.
- B. Submit a full Contractor's Guarantee of the Work to be free from defect in materials and workmanship upon Substantial Completion, and prior to final payment. This Guarantee shall be for a period of five (5) years from the date of Substantial Completion and shall be signed by a Principal of the Contractor's firm and sealed if a corporation.

1.14 CLEAN-UP

- A. Restore property of the Owner to its original condition prior to the start of construction. Refer to Division 01 Section "Temporary Facilities and Controls." General clean-up of the site shall be performed on a daily basis.
- B. Clean, restore, and/or replace items stained, dirtied, discolored, or otherwise damaged due to the Work, as required by the Owner.
- C. Clean roof, building (interior and exterior), landscaped areas, and parking areas so they are free of trash, debris, and dirt caused by or associated with the Work.
- D. Clean out drain leaders and piping to the point where it exits the building. Demonstrate roof drainage systems are operating by running water from a hose for 30 minutes into each drain in the presence of the Owner.

- E. Sweep paved areas clean.

1.15 PERMITS

- A. The Contractor will obtain and pay for any and all permits required to perform the work.

1.16 OWNER OCCUPANCY

- A. Owner will occupy premises during construction period. Cooperate with Owner in scheduling operations to minimize conflict with Owner's use of facility.
- B. Predetermine and obtain approval, in advance, from Owner, for vertical and horizontal transportation of labor and construction materials onto and off of the building roof.
- C. Do not transport labor or construction materials to the roof via the interior of the facility.
- D. Utility Shutdowns: Obtain written approval from the Owner for any required shutdown or outage of any utility. Schedule any outages to minimize impact on existing operations. Comply with all applicable codes and ordinances.

1.17 PRE-JOB DAMAGE SURVEY OF FACILITY

- A. Perform a thorough pre-job survey of property and all affected and adjacent areas of the building with Owner prior to starting the work in order to document existing damage. Contractor shall document the survey on video tape and provide a copy to the Owner prior to commencing work. Damaged items identified during the survey will not be the responsibility of Contractor unless further damaged by Contractor during execution of project.

1.18 CORRECTION OF DAMAGE TO PROPERTY

- A. Consider any damage to building or property not identified in the pre-job damage survey as having resulted from execution of this Contract and correct at no additional expense to Owner.
- B. The Contractor will include in the Base Bid the cost to perform any roof related repair that is due to Contractor's faulty workmanship and/or materials.
- C. Repair, immediately, damages to facility or site that present a safety hazard or danger to the public.

1.19 SUMMARY OF PROJECT REQUIREMENTS

- A. The Work requirements of the Contract are summarized by reference to the Bidding Requirements, the Contract forms, the Conditions of the Contract, the Specification, the

Drawings, and Addenda and Contract Modifications, including, but not limited to, the printed matter referenced in these requirements. It is recognized that the Work is affected or influenced by governing regulations, natural phenomenon (including weather conditions), unforeseen conditions uncovered by the Work, and other forces outside of the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011100

## SECTION 012200 - UNIT PRICES

### 1.1 SUMMARY

- A. The Owner may elect certain aspects of the work, whose quantity cannot be determined at this time, to be performed or deleted by the Contractor. If such work items are elected or are not performed, the Contract price will be adjusted accordingly by the Unit Price amount shown for each item in the Bid Forms.

### 1.2 GENERAL CONDITIONS

- A. A Unit price is a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. By submitting a bid, the Contractor acknowledges acceptance of the established Unit Prices for their use in determining the value of change work. Prices as stated will remain in effect until final completion of the Contract.
- C. Performance of Work not authorized by a Change Order or Field Order, whether or not such work is set forth hereunder as a Unit Price item, shall not be considered cause for extra payment beyond the Contract Sum.

### 1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Prior to commencing removal or replacement of materials set forth in the schedule of Unit Prices, the Contractor shall notify the Owner in sufficient time to permit proper inspection and measurements to be taken. Only quantities that have been approved in writing by the Owner will be considered in determination of adjustments to the Contract Amount.
- C. Unit Prices and quantities are provided to adjust the specific work items because quantity of work is unknown. Work of similar scope as those unit price items contained in and defined by the Construction Documents shall not be considered as Unit Price Work.
- D. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent inspector acceptable to Contractor.
- E. List of Unit Prices: A list of unit prices and quantities to be provided in the Base Bid is included in Part 3. The quantities shown in the list of unit prices shall be exclusive of the quantities shown on the drawings. Specification sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

- A. For scraping and priming of more/less surface rusted areas of steel deck and framing than the one thousand (1,000) square feet carried in the Base Bid as outlined in Division 05 Section "Steel Decking".
- B. For removal and replacement of more/less steel deck than the three hundred (300) square feet carried in the Base Bid as outlined in Division 05 Section "Steel Decking."
- C. For the installation of more/less walkway pad than the one hundred (100) linear feet carried in the Base Bid, as outlined in Division 07 Section "Modified Bitumen Membrane Roofing."

END OF SECTION 012200

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

#### 1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 10 days for review of each resubmittal.
- C. Identification: Provide a title block on each submittal to include the, but not limited to the following:
  - 1. Name of firm or entity that prepared each submittal.

2. Project name.
  3. Date.
  4. Name and address of Contractor.
  5. Name and address of subcontractor.
  6. Submittal number or other unique identifier, including revision identifier.
    - a. Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
    - b. Number and title of appropriate Specification Section.
    - c. Drawing number and detail references, as appropriate.
    - d. Location(s) where product is to be installed, as appropriate.
- D. Deviations: Deviations from specifications are considered substitutions. Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals as proposed substitutions. Further identify deviations by providing a written description for each deviation or variation from the contract documents.
- E. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
- F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  1. Note date and content of previous submittal.
  2. Note date and content of revision in title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked "Approved or approved as noted."
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Use only final submittals with mark indicating "Approved or approved as noted" taken by Architect.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each submittal to show which products and options are applicable.



3. Include the following information, as applicable:
  - a. Manufacturer's written recommendations.
  - b. Manufacturer's product specifications.
  - c. Manufacturer's installation instructions.
  - d. Manufacturer's catalog cuts.
  - e. Compliance with specified referenced standards.
  
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings is otherwise permitted.
  1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Shopwork manufacturing instructions.
    - f. Templates and patterns.
    - g. Schedules.
    - h. Notation of coordination requirements.
    - i. Notation of dimensions established by field measurement.
    - j. Relationship to adjoining construction clearly indicated.
    - k. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11-inches but no larger than 30 by 40-inches.
  
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of appropriate Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

- a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.
- F. Construction Schedule: Construction schedule showing sequence and duration of activities.
- G. Schedule of Values: Itemize separately labor and materials for each technical section within the Specification as they will be shown on the Application for Payment (use AIA form G703).
- H. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  1. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- D. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

- E. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- F. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- H. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- I. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- J. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
- K. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
  - 1. Statement on condition of substrates and their acceptability for installation of product.
  - 2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
- L. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- M. Safety Data Sheets (SDSs): Submit information directly to Owner; do not submit to Architect.
  - 1. Architect will not review submittals that include SDSs and will return them for resubmittal.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes requirements for the provision and utilization of temporary facilities to protect the Owner's property, the site, and construction materials, and for daily maintenance and cleanup of the site during the project.

#### 1.2 CONTRACTOR'S USE OF EXISTING FACILITIES

- A. Limit use of the premises to the work indicated, so as to allow for the Owner's uninterrupted occupancy and use. Confine operations to the areas indicated under the Contract. Conformance to the regulations set forth by the Owner regarding use of existing facilities is mandatory.
- B. Sanitary facilities shall be provided by the Contractor. Use of the building's sanitary facilities is not permitted.
- C. Owner will assist in controlling occupancy immediately below and adjacent to the work area. Contractor shall provide and place portable barricades, as coordinated with the Owner, under work areas inside the building.
- D. Clean interior and exterior areas affected by the construction on a daily basis. Do not allow construction debris, waste materials, tools, excess packaging materials or other construction related materials to accumulate on the roof, in the facility, or on the exterior grounds and pavements.
- E. See Division 01 Section "Product Delivery Requirements" for product storage facilities and requirements.

#### 1.3 UTILITIES

- A. Electrical service will be provided to the Contractor free of charge by the Owner through exterior electrical outlets if available and operable. Use shall be limited to construction hours. The Owner reserves the right to charge the Contractor for excessive electrical service usage (i.e., wasteful usage). Should charges be considered, the Owner will notify the Contractor in writing of his intent, 48 hours in advance.
- B. Water for construction purposes will be provided to the Contractor free of charge by the Owner through exterior water spigots if operable. The Owner reserves the right to charge the Contractor for excessive or wasteful use. Should charges be considered, the Owner will notify the Contractor in writing of his intent, 48 hours in advance. Drinking water shall be provided by the Contractor.

- C. All other utilities required will be provided by the Contractor.
- D. Plumbing, heating, and electrical work, including reinstallation of equipment and other work to be performed by the Contractor, shall be carried out without interference to the building's normal operation. Where work requires interruption of service, the Contractor shall make advance arrangements with the Owner for dealing with such interruption.
- E. Ensure proper and safe operation and maintenance of utility systems within the construction limits, whether these are supplied by the Owner's distribution system or otherwise, until the work is accepted by the Owner. Maintain and operate appurtenances within the construction area that serve the distribution system, subject to periodic inspection by the Owner's operating personnel. Inspection by any representative or personnel of the Owner shall not relieve the Contractor of his responsibilities in connection with operation and maintenance of these facilities and equipment.

#### 1.4 ACCESS

- A. Provide ladders, scaffolding and staging as required to access the project area(s) in accordance with OSHA and MOSHA guidelines. Should damage to the exterior building occur, restore damaged areas to their original condition, clean up debris, and provide other access to the roof for the duration of the project.
- B. Coordinate interior and exterior access to the building to minimize disruption to the normal building operations. Coordinate construction activities with the Owner and building occupants.
- C. Contractor access to the roof area will be provided by the Owner through the building.

#### 1.5 BARRIERS

- A. Install temporary fencing, warning lines, barriers and guards, as required, to segregate the construction areas from adjacent operational facilities, occupants and the public. In the event that access cannot be interrupted in the construction area, provide protection above doorways and walks in the construction area. Provide guard lights on barriers and lighting as necessary to prevent vandalism of work and storage areas. The Owner is not responsible for Contractor's losses due to damage or theft by vandals.
- B. Install protective coverings at paving and building walls adjacent to hoist prior to starting work. Lap protective coverings at least 1-foot, secure against wind, and vent to prevent condensation of moisture on covered surfaces. Maintain the protective coverings in place for the duration of the project. Cover windows adjacent to Contractor operation areas with plywood.

#### 1.6 TEMPORARY PROTECTION

- A. Provide suitable Owner approved temporary protection to prevent the entrance of debris and obstructions into the building. Provide warning signs to reroute personnel around areas of dangerous work. Place warning barriers at roof perimeters and at deck openings. Clearly label temporary covers over deck openings. Do not permit openings to remain unprotected overnight.

Schedule operations to allow for completion of new roofing over a predetermined area of roof within a day's work. Use special care to avoid damaging roofing and flashing when working on the roof of the building.

- B. Provide temporary tie-ins between existing and new roof systems as specified and detailed. Tie-in construction shall completely prevent interior leaks, migration of moisture from existing to new construction, and damage of any type to the facility. Provide necessary quality control at tie-ins on a daily basis to prevent leaks.
- C. Avoid traffic on completed roof areas. Coordinate work to prevent this situation. Should temporary access be required, provide temporary substrate protection for trafficked areas.
- D. Protect drainage systems from debris accumulation during construction. Ensure roof drains and leader pipes are not restricted when Contractor is not on site.
- E. Protect materials scheduled to be reused from damage by placing them in labeled containers or wrappings stored in a weathertight trailer.
- F. Provide temporary protection such as plywood and tarps for streets, drives, curbs, sidewalks, landscaping, and existing exterior improvements during all phases of the project.
- G. Provide temporary protection such as a heavy duty absorbent, slip resistant, or impact resistant covering for carpets, elevator, hard floors, walls and interior improvements during all phases of the project.

#### 1.7 ROOFTOP PROTECTION

- A. Provide plywood walkways, with 1/2-inch thick rubber walkway pad or 1-inch thick high density insulation protection beneath, for protection of new or existing roof areas which must be trafficked, and for roof membrane protection below demolition work that occurs above new or existing roof areas.

#### 1.8 DEBRIS REMOVAL

- A. The Owner shall designate crane and refuse container locations. These areas shall be sectioned off with proper warning lines.
- B. Removed materials shall not be thrown freely from the roof but shall be lowered to the ground by crane in suitable containers or in an enclosed chute, in order to reduce the spread of dust and other debris.
- C. Supply adequate covered receptacles for waste, debris and rubbish. One receptacle will be allowed on site at a time, and must be immediately removed from the site when full. Clean the project area daily and prior to moving the receptacle to another location on the site. Locations shall be as permitted by the Owner. Disposal shall be off-site in a legal dump authorized to accept construction demolition solid wastes.

1.9 WEATHER PROTECTION

- A. Weather protection includes temporary protection of components adversely affected by moisture, wind, heat, and cold by covering, patching, sealing, enclosing, ventilating, cooling, and/or heating. Provide protection for locations within the project area as necessary, to protect the building and its contents, trafficked adjacent areas, new construction materials and accessories. The cost of heat, fuel and power necessary for proper weather protection shall be the responsibility of the Contractor. Installed weather protection shall comply with safety regulations and provisions for adequate ventilation and fire protection.

1.10 VOLATILE MATERIALS

- A. The Contractor is reminded that adhesives, solvents, bitumens, etc., are highly volatile and flammable materials. These materials, along with tools, applicators, and rags, shall not be stored on or within the building. No overnight storage on the roof will be allowed. Do not transport materials through the building. Take precautions and closely follow the specification requirements for fire protection on site during construction.
- B. Locate and use flame-heated equipment so as not to endanger the structure, other materials on site, or adjacent property. Do not place flame-heated equipment on the roof. Locate and use flame-heated equipment in specific areas approved by the Owner. Do not relocate flame-heated equipment without prior approval from the Owner.
- C. The use of flame-heated equipment or torches on the roof is prohibited unless specifically approved in writing by the Owner.

1.11 FIRE PROTECTION

- A. Provide necessary temporary fire protection for the building, its contents and materials during construction. Do not store combustibles inside the building or on the roof. Store adhesives, caulks, and cleaning solvents away from the building using a method approved by local fire officials. Should cutting, burning, or welding be necessary, provide a fire watch during operations and for four hours minimum after completion of the operations.
- B. Do not use open flames near adhesives, caulks, or cleaning solvents as they will readily ignite. Rags soaked with cleaning solvent shall not be discarded in the dumpsters, but shall be stored in a separate metal receptacle and removed from the site daily.
- C. Comply with local fire codes and obtain permits necessary from the local fire department. Provide a copy to the Owner. Provide recently tested, fully charged fire extinguishers around the storage area, rubbish receptacle and two fire extinguishers on the roof within 50 feet of the Work.

1.12 INTERIOR PROTECTION AND RESTORATION

- A. Protect and cover fixed items, furniture, equipment, appliances, fixtures, bookcases, etc. within the building below the work areas.



- B. At the Owner's direction, remove portable furniture, equipment, appliances, fixtures, materials, stock, etc. within the building below the work area to an adjacent area for protection.
- C. Remove, temporarily support, suspend and protect existing items requiring removal during the installation of the new work and properly replace these items to their original condition and to the Owner's satisfaction. These items include but are not limited to suspended ceilings, lighting fixtures, heating and air handling ductwork, electrical conduit, etc.

#### 1.13 CLEAN-UP

- A. Clean and restore interior building spaces beneath the work areas to original condition prior to the construction.
- B. Debris, dust and dirt shall be swept completely clean at the joists, beams, overhead accessories and similar items. Those items soiled or stained from the work shall be cleaned and refinished.
- C. Electrical fixtures damaged by the construction shall be replaced with an equal in shape, color, manufacturer, and capacity at no added expense to the Owner.
- D. Interior ceiling finishes which are damaged by the construction shall be repaired or replaced with a system equal in color, texture, and finish at no added expense to the Owner.
- E. Floors shall be swept and vacuumed completely clean of dust, dirt, and debris. The Owner will wash and re wax floors, but only as part of a normal or routine maintenance procedure. Heavily soiled, stained, or damaged floor areas will be cleaned, repaired, and/or replaced by the Contractor at no additional cost to the Owner.
- F. Open ducts, grills, thermostats, electric boxes, or similar fixtures and items which can be soiled or affected by the work or which might conduct dust to other areas shall be masked, protected, and cleaned by the Contractor.
- G. Windows, blinds, curtains, shelving, edges, lighting, etc. shall be cleaned to their original condition prior to the start of the roof renovation, and to the satisfaction of the Owner.
- H. Remove completely temporary protection materials and facilities from the site upon completion of the work and demobilization of the project.
- I. Restore streets, drives, curbs, sidewalks, landscaping, and existing improvements disturbed by the construction operations to their condition at the start of the work.

#### 1.14 NOTIFICATION

- A. Notify the Owner's Representative at least 72 hours in advance of the desire to extend, connect, disconnect, turn on or off HVAC, steam, electric, water or other service from the Owner's supply systems. The actual operation shall be witnessed by authorized representatives of the Owner. Plumbing, heating and electrical work, including installation of equipment and any other work to be performed by the Contractor, shall be carried out without interference with the Owner's normal

operation. Where work requires interruption of a service, make advance arrangements with the Owner for dealing with such interruption.

#### 1.15 VEHICLES

- A. Acceptable areas for the locations of the Contractor's vehicles shall be as designated by the Owner. No other areas may be utilized without the Owner's permission.

#### 1.16 WALKWAY COVERING

- A. Install walkway coverings where designated on the drawings or above entrances which must remain accessible. The framework supporting the walkway covering shall be free-standing and well braced. The roof covering and support framing shall be designed to support a live load of at least 150 psf. The roof coverings shall be of width sufficient to cover the entire walkway or sidewalk. A minimum height clearance of 6-feet 8-inches, or as required to allow building doors to open, shall be maintained below coverings. Should coverings obscure the building's address, a temporary address shall be installed so as to be visible from the street. Lettering shall be approved by the Owner. Protection shall be in accordance with all applicable OSHA standards.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Portable Chain-Link (Site Enclosure) Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 8-feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Provide concrete bases for supporting posts.
- B. Lumber and Plywood: Unless noted otherwise, comply with requirements in Division 06 Section "Rough Carpentry."
- C. Paint: Comply with requirements in Division 09 Section "Painting."

#### 2.2 TEMPORARY FACILITIES

- A. General: Maintain all temporary facilities and controls necessary for the performance of the Work. Comply with all applicable codes and regulations of authorities having jurisdiction; obtain permits as required. Locate and install all facilities and controls where acceptable to the local authorities having jurisdiction, utility, and Owner and remove same and terminate, in a manner suitable to the utility owner, at completion of the Work or when otherwise directed. Pay all costs associated with the provision and maintenance of temporary facilities and controls including power, water, and fuel (if any) consumed until Substantial Completion.

- B. Storage and Staging Areas: The Contractor shall be responsible for coordination, protection, and safekeeping of products stored on site under this Contract, including soil cut and fill. Refer to Contract Documents for any defined staging areas.
  - 1. Move stored products that interfere with construction of the Work, or operations of the Owner, or separate contractors.
  - 2. Obtain any pay for use of additional storage or staging areas as needed for the Work.
  - 3. Provide storage areas sized to storage requirements for products of individual Sections, allowing for access and orderly maintenance and inspection of products.

## 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide UL Listed or FM approved vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 015000

## SECTION 016500 - PRODUCT DELIVERY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section contains instructions and requirements for the provision and maintenance of adequate delivery, storage, and handling on site of products and materials to be utilized in the Work.

#### 1.2 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
  - 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 2. Store materials in a manner that will not endanger Project structure.
  - 3. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 4. Store cementitious products and materials on elevated platforms.
  - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 7. Protect stored products from damage and liquids from freezing.
- D. Deliver materials in sufficient quantity to allow continuity of work. Deliver materials to the site in original sealed containers bearing manufacturer's name and brand designation. Where materials are designated by a referenced specification, containers or packages shall bear specification

number, type, and class as applicable. Do not deliver materials that are not approved for use. Remove such materials from the site immediately.

- E. Store roofing materials on site in areas designated by the Owner. Materials are to be stored in box trailers or in elevated piles completely wrapped in waterproof tarps. Tilt stock piles for effective drainage and utilize tie-downs to protect tarps against wind blow-offs. Store flammable materials such as adhesives in storage containers suitable for flammable substances. Mark materials that are exposed to the elements for removal from site. Do not incorporate defective or rejected materials in the Work.
- F. Handle materials with equipment selected and operated so as not to damage the materials or the roofing. Handle roll materials in a manner to prevent damage to the edges or ends. Seal containers when their contents are not being used to prevent premature curing or damage to materials. Damaged or improperly stored materials shall be marked and removed from the site immediately.
- G. No more materials shall be stored on the roof than can be installed in one day. Distribute materials brought to the roof so that the uniform load shall be less than 20 PSF. Evenly distribute materials for daily operations to prevent concentrated loads. The weight of workmen, equipment, and materials shall not exceed the capacity of the structure.
- H. Misshapen, oval, creased, and/or damaged roll or bundled materials shall not be used in the new roof system. The Contractor shall handle and store roll or bundled materials to prevent such conditions. The Contractor shall also ensure that materials accepted from the manufacturer are in good condition. The Owner will not be responsible for, nor accept, materials that are defective.

### 1.3 TOOLS AND EQUIPMENT

- A. Contractor is responsible for delivery, storage, maintenance, and security of tools and equipment.

### 1.4 INSPECTION AND NOTIFICATION

- A. Materials stored on site and subject to damage from wind, precipitation, hail, or other potential climactic conditions will be subject to inspection on a daily basis by the Owner or Owner's Representative. Absorptive materials such as lumber, insulation and felts will be tested periodically for moisture content.
- B. Upon notification by the Owner or Owner's Representative of insufficient protection of or damage to materials on site, the Contractor shall, within 24 hours, properly restore protection and replace or repair damaged materials and systems. Should the Contractor not accomplish immediate repair or replacement when notified, the Owner shall have the proper protection installed at the Contractor's expense.

1.5 MANUFACTURER'S INFORMATION

- A. Submit the roofing system materials manufacturer's written instructions concerning storage and handling of materials, including adhesives, cements, sealants, and accessories. Provide the following information:
  - 1. Manufacturer's "shelf-life" of materials, including the date of manufacture of perishables such as volatiles, caulking, and mastics.
  - 2. Acceptable latent moisture content for absorptive materials such as lumber, insulation, and felts.
  - 3. Manufacturer's requirements for storage facilities concerning temperature, humidity, and ventilation.
- B. Provide and maintain on site manufacturer's information concerning storage and handling of flammable or volatile materials, such as Safety Data Sheets, for the duration of the project.
- C. Comply with the manufacturer's recommendations and these Specifications for on site storage of materials.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 016500

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout.

#### 1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  3. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  4. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  6. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
  7. Submit certificate of manufacturer's inspection.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment.

2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

#### 1.5 CORE SAMPLES

A. The Owner reserves the right to have core sampling performed by the Contractor where moisture contamination is suspected within the new roof system until the expiration of the Contractor's warranty. Core sample locations shall be chosen by the Owner and be performed at no cost to the Owner.

#### 1.6 WARRANTIES

A. Submittal Time: Submit manufacturer's warranties and contractor's guarantees on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

#### 1.7 PROJECT CLOSEOUT SUBMITTALS

A. When both the Owner or Owner's Representative and the Manufacturer's Representative agree that the Contractor has performed according to the Specifications and has installed the materials to the satisfaction of the Manufacturer, submit the following:

1. Specified Contractor's and Manufacturer's Warranties and Guarantees.
2. Lien Releases from Contractor, subcontractor, and suppliers (AIA Forms G706, G706A).
3. Consent of Surety to Final Payment (AIA Form G707).



## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

## SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This Section specifies requirements for the following Scope of Work:

1. Removal of existing roofing and related materials.

#### 1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.3 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, interruption of utility services, and locations of temporary set up areas.
- B. Predemolition Photographs or Videotapes: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- D. Proposed locations of chutes, dumpsters, cranes, hoists, and other temporary equipment or facilities required for demolition work.
- E. Proposed methods for interior and exterior protection and clean-up during removal and re-roofing operations.
- F. Provide schedule, updated weekly, indicating areas of roof where demolition will occur. Notify Owner of schedule changes.

#### 1.4 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241; OSHA, 29 CFR 1926.1101; EPA, NESHAP 40 CFR, Part 60.
- E. Comply with Federal, State and Local requirements.

#### 1.5 PROJECT CONDITIONS

- A. The facility may be partially occupied during construction. Notify owner of intended work area in advance. Provide barricades to segregate area and provide interior protection to protect contents as indicated elsewhere in the contract documents. In no case shall demolition be completed over occupied space.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

#### 1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

### 1.7 DEMOLITION AND TRANSPORT

- A. Conveyances: Buggies or wheelbarrows used on roofs to transport removed debris to chutes or crane apparatus location shall be of size and design to prevent damage to deck and structure.
- B. Chutes: Provide enclosed chutes for debris transfer from roof areas at height of 10-feet or more. Do not allow debris to spill from bottom of chute directly onto ground. Direct chutes into approved construction debris container (dumpster). Control and contain dust and noise from falling debris by use of breaks in vertical alignment of chute or tarps covering dumpster. Provide hose with nozzle near chute outlet to wet debris, as necessary, for dust control.
- C. Hoists/Cranes: Provide hoists or cranes to remove debris and transport materials to and from roof. Secure materials to prevent loss during lifting. Place debris transported from roof directly in approved construction debris containers. Provide proper protection of wall areas for entire height directly adjacent to or under area of hoisting.
- D. Use of “bobcat” type removal equipment on roof is prohibited.
- E. Mechanical cutting equipment: Roof cutting equipment shall be equipped with operable blade depth setting mechanisms to control cutting depth of blade and prevent damage to structural deck during cutting operations.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

#### 3.2 GENERAL

- A. During removal of existing roofing and related materials, report to Owner areas of damaged, deteriorated, or otherwise unsuitable structural deck or framing materials exposed during work. Do not cover or remove unacceptable deck or framing areas until reviewed by Owner. Provide temporary protection to areas in question. Use care in removal of membrane flashings and decking to prevent damage to substrates.

- B. Do not remove more material than can be replaced in one day with the new specified roof system.
- C. Take precautions to prevent water on or within existing roof system from migrating into building or new roof system.
- D. Review available prints and/or inspect interior of structure to ascertain if electrical or other service has been placed above roof deck or in contact with underside of deck.
- E. Set cutting blades of mechanical cutting equipment to proper depth to prevent scoring or damage to structural deck. Use care in removal of membrane flashing to prevent damage to substrates.
- F. Control visible emissions during roof removal and at dumpster level.
- G. Remove roof materials down to structural deck. Sweep, clean, and vacuum debris from deck surfaces, including flutes of steel deck.

### 3.3 SELECTIVE DEMOLITION

- A. Demolish and remove existing materials as expressly indicated or implied on the drawings. Demolition shall include but may not be limited to the following:
  - 1. Remove existing roofing system(s) and associated components in preparation for new systems.
  - 2. Remove masonry wall components where required in preparation for new overflow scuppers.
  - 3. Remove abandoned rooftop curbs, penetrations, and associated materials. Prepare opening to receive new decking or enclosure as specified.
  - 4. Remove existing sheet metal caps, fascias, edge metal, counterflashings, penetration flashings, and related sheet metal items unless indicated on Drawings to remain.
  - 5. Remove existing perimeter and other wood blocking where indicated in preparation for new wood blocking on stud walls.
  - 6. Remove and store rooftop fan and ventilator units. Remove existing fan and ventilator curbs unless indicated otherwise. Disconnection and reconnections of electrical and mechanical feeds are to be performed by licensed tradesmen. Notify Owner prior to disconnection of any mechanical equipment.
  - 7. Remove existing roof drains and associated materials in preparation for new and augmenting drain bowl assemblies and leader pipe connections.
  - 8. Remove existing lightning protection system in preparation for new lightning protection system.
- B. Removed and Reinstalled Items:
  - 1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
  - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  - 3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.4 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.5 CLEANING

A. Clean demolition materials and debris from roof daily.

B. Clean debris that has fallen into building, including material on top surface of ceiling. If deemed necessary by the Owner, the Contractor shall remove and reinstall ceiling tiles suspected of harboring construction debris and clean the affected areas.

C. Repair damage to building by replacing damaged material or component in-kind.

D. Clean site daily to satisfaction of Owner.

E. Dispose of debris and demolition materials at landfill in accordance with applicable regulations.

F. Remove construction related debris that accumulates on top of ceiling tiles.

END OF SECTION 024119

## SECTION 040120 - MAINTENANCE OF UNIT MASONRY

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies requirements for the following Scope of Work:
  - 1. Removal of existing brick masonry units veneer to facilitate roof overflow scupper installation.
  - 2. Provide infill brick masonry units at the existing roof overflow scupper locations.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Work Plan: Indicating sequence of work, temporary scaffolding and staging locations, proposed method for temporary wall shoring.
- C. Letter Certifying that tradesmen have five or more years of experience.

#### 1.3 QUALITY ASSURANCE

- A. Mason Qualifications: Provide experienced personnel with a minimum of 5 years of experience to perform the specified work.

#### 1.4 PROJECT CONDITIONS

- A. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.
- B. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
- C. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
- D. Prepare, install, and cure all materials in accordance with these Specifications, Brick Institute of America (B.I.A.) Technical Notes, and Manufacturer's Printed Instructions.
- E. Provide brick or concrete masonry units as required to replace units damaged during removal and replacement.

## PART 2 - PRODUCTS

### 2.1 MASONRY MATERIALS

- A. Face Brick: Provide face brick, including specially molded, ground, cut, or sawed shapes where required to complete masonry restoration work.
  - 1. Provide units with physical properties, colors, color variation within units, surface texture, size, and shape to match existing brickwork meeting ASTM C 216, Grade SW, Type FBS.
    - a. For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.

### 2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type II, white or gray or both where required for color matching of exposed mortar.
  - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Mortar Sand: ASTM C 144 unless otherwise indicated.
  - 1. Color: Provide natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
  - 2. For pointing mortar, provide sand with rounded edges.
  - 3. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
- D. Mortar Pigments: Natural and synthetic iron oxides, compounded for mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortars.
- E. Water: Potable.

### 2.3 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
  - 1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.



- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
  - 1. Mortar Pigments: Where mortar pigments are indicated, do not exceed a pigment-to-cement ratio of 1:10 by weight.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mortar Type: Provide mortar materials in the following proportions or as indicated below:
  - 1. Pointing and Rebuilding Mortar: Comply with ASTM C 270, Proportion Specification, Type N.
  - 2. Pointing Mortar for Brick: [1 part portland cement, 2 parts lime, and 8 parts sand] [1 part portland cement, 1 parts lime, and 6 parts sand]
    - a. [Add mortar pigments to produce mortar colors required.]

### PART 3 - EXECUTION

#### 3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from masonry restoration work.

#### 3.2 BRICK REMOVAL AND REPLACEMENT

- A. At locations indicated, remove brick veneer. Carefully demolish or remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
- B. Remove in an undamaged condition as many whole bricks as possible to allow new masonry to be "toothed" in.
  - 1. Remove mortar and loose particles from brick by cleaning with hand chisels, brushes, and water.
  - 2. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.
- C. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.
- D. Notify Owner of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
- E. Clean bricks surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.
- F. Replace removed damaged brick with other removed brick in good quality, where possible, or with new brick matching existing brick, including size. Do not use broken units unless they can be cut to usable size.

- G. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
  - 1. Maintain joint width for replacement units to match existing joints.
  - 2. Use setting buttons or shims to set units accurately spaced with uniform joints.
  
- H. Lay replacement brick with completely filled bed and head joints. Wet both replacement and surrounding bricks that have ASTM C 67 initial rates of absorption (suction) of more than 30 g/30 sq. in. per min. Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.
  - 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
  
- I. Clean masonry veneer with water and a stiff bristle brush.

### 3.3 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure.
  - 1. Do not use metal scrapers or brushes.
  - 2. Do not use acidic or alkaline cleaners.

END OF SECTION 040120

## SECTION 053100 - STEEL DECKING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies requirements for the following Scope of Work:
  - 1. Replace deteriorated steel deck uncovered during demolition operations.
  - 2. Clean and prime surficially rusted areas of steel decking and framing uncovered during removal operations.
  - 3. Provide roof drain stiffening plates.
  - 4. Provide deck stiffening plates at roof perimeter.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of deck, accessory, and product indicated.
- B. Shop Drawings: Show layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction.
- C. Product certificates.
- D. Welding certificates.

#### 1.3 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.3, "Structural Welding Code - Sheet Steel."
- B. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."
- C. Verify profile of existing deck prior to ordering replacement panels.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

## PART 2 - PRODUCTS

### 2.1 ROOF DECK

- A. Steel Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 30, and with the following:
  - 1. Galvanized Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade 33 G60 zinc coating.
  - 2. Deck Profile: To match existing.
  - 3. Profile Depth: To match existing.
  - 4. Design Uncoated-Steel Thickness: 20-gauge.

### 2.2 ACCESSORIES

- A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.
- B. Fasteners for securing replacement roof deck panels and deck stiffening plates to overlapped deck: #10-16 x 1-inch, self-drilling, self-tapping screws, hex-head, either stainless steel or factory-treated, fluorocarbon-coated steel (in accordance with FM 4470 requirements) in order to prevent rusting. Fasteners shall be designed to penetrate structural steel over 1/4-inch thick.
- C. Fasteners for securing steel deck to structural framing: #14-14 self-drilling, self-tapping screws, 1-inch long, hex-head, fluorocarbon-coated steel (in accordance with FM 4470 requirements).
- D. Fasteners for securing deck stiffening plates to masonry wall: 1/4-inch diameter concrete/masonry screws of sufficient length to penetrate substrate 1-1/2-inch minimum.
- E. Primer for steel framing: Rust-inhibitive industrial enamel primer by Sherwin Williams or accepted substitute. Primer shall be lead and chromate-free.
- F. Roof drain stiffening plates: Refer to Division 22 Section "Roof Drains"

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Decking found to be damaged, deteriorated, deflected or rusted must be reviewed by Owner or his Representative prior to roof system installation operations. Unsound steel deck panels shall be removed in their entirety. Partial panel replacement shall not be permitted.
- B. Contractor shall notify Owner of damaged or deteriorated structural framing uncovered during deck replacement operations prior to installation of replacement decking.

- C. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 30, manufacturer's written instructions, requirements in this Section, and as indicate

### 3.2 INSTALLATION

- A. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.
- B. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
- C. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.
- D. Locate mechanical fasteners along centerline of framing members or top joist chord angles. Attach deck according to deck manufacturer's written instructions. In no case shall fasteners be spaced more than 12-inches on center.
- E. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches.
- F. Laps: side laps shall be 3-inches, minimum. End laps shall be 6-inches minimum. Secure panel laps at 16-inches on center.

### 3.3 CLEANING AND PRIMING

- A. Surficially rusted steel framing members (uncovered during deck removal work) and surficially rusted deck areas shall be mechanically cleaned of rust and scale according to Society for Protective Coating (SPC) SP-3 Standards and vacuumed clean.
- B. Apply alkyd primer to cleaned deck and framing member areas, by brush, at rate of approximately 300 square feet per gallon. Allow 1-2 hours drying time prior to deck/roofing installation.

### 3.4 PERIMETER STIFFENING PLATE

- A. Install augmenting stiffening plates along perimeter where additional steel deck support is necessary. Secure plates with screws spaced at 16-inches on center and staggered on vertical and horizontal flanges.

END OF SECTION 053100

## SECTION 061000 - ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section specifies requirements for the following Scope of Work:
  - 1. Provide wood blocking, supports, shims, and other miscellaneous assemblies as indicated.
  - 2. Replace deteriorated wood blocking, as required.

#### 1.2 SUBMITTALS

- A. Product Data: For each item specified in Part 2 of this Section.

#### 1.3 PROJECT CONDITIONS

- A. Wood blocking shown on Drawings may be greater or less than quantities required to match insulation thickness. Include required quantities in Base Bid.
- B. Maintain constant perimeter heights to provide equal edge metal and fascia reveals.
- C. Store wood to prevent distortion and to protect from atmospheric moisture.
- D. Dimensional lumber and plywood shall be kiln dried unless otherwise indicated. If pressure treated lumber is required by the roof membrane manufacturer, additional compensation will not be considered. Additionally, if pressure treated wood is used, wood shall be separated from all metal components to avoid galvanic corrosion.
- E. Wood blocking shown on the drawings shall be continuous unless specifically indicated otherwise.

### PART 2 - PRODUCTS

#### 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by ALSC.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. Maximum moisture content at time of dressing: 19 percent, maximum, for 2-inch nominal thickness or less.

- B. Wood blocking and framing construction shall be No. 2 grade and any of following species:
  - 1. Douglas fir-larch, Douglas fir-larch (north), or Douglas fir-south; NLGA, WCLIB, or WWPA.
  - 2. Hem-fir or Hem-fir (north); NLGA, WCLIB, or WWPA.
  - 3. Southern pine; SPIB.
  - 4. Spruce-pine-fir (south) or Spruce-pine-fir; NELMA, NLGA, WCLIB, or WWPA.

## 2.2 DECKING AND SHEATHING

- A. Plywood Sheathing: APA PS 1 Exposure 1 sheathing, 3/4-inch thick.

## 2.3 FASTENERS

- A. Fasteners, washers, and accessories: Stainless steel or galvanized steel.
  - 1. Galvanized: ASTM A 153, hot-dip method. Electrogalvanized items unacceptable.
- B. Wood-to-wood connections: Galvanized, annular-threaded or ring-shanked common nails, 3-inches long.
- C. Termination bar to wood: Number 12, self-drilling, self-tapping screws of sufficient length to penetrate substrate 1-1/2-inches minimum.
- D. Wood blocking to steel deck and steel framing: Number 14, self-drilling, self-tapping screws, factory treated with fluorocarbon coating or stainless steel, of sufficient length to penetrate upper flutes of steel deck or steel framing 1-inch minimum and 1-1/4-inches maximum.
- E. Plywood to brick masonry or concrete walls: 1/4-inch diameter, 2-inch long drive pin anchors, with zinc sheath and stainless steel pin.
- F. Dimension lumber to masonry or concrete: Masonry screws with high-low threads for tapping concrete and corrosion resistant coating; 1/4-inch diameter; Tapcon, by ITW Buildex, or approved equal.

## 2.4 ACCESSORIES

- A. Self-Adhering Modified Bitumen: See Division 07 Section "Flashing and Sheet Metal."

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Selection of lumber pieces:

1. Select members so that knots and obvious defects will not interfere with proper fastening and will allow making of proper connections. Cut out and discard defects that render piece unable to serve intended function.
  2. Lumber may be rejected for excessive warp, twist, bow, crook, mildew, fungus, mold, or moisture content, as well as for improper cutting and fitting.
- B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- C. Comply with Factory Mutual (FM) Data Sheet 1-49 for anchoring perimeter blocking. Reduce fastener spacing by half within 8-feet of exterior corners.
- D. Cut butt joints in woodwork to provide smooth, uniform line without irregularities. Stagger butt joints at multiple layers of blocking, layer to layer. Gap joints 1/8-inch. Minimum length of any individual piece of woodwork at perimeter edge shall be 3-feet, with minimum of 2 fasteners per piece.
- E. Overlap wood blocking joints at corners from layer to layer.
- F. Protect installed wood from moisture and weather. Wood degraded by exposure shall be rejected.

### 3.2 FASTENING OF WOODWORK

- A. General:
1. Countersink fasteners below top plane of nailers.
  2. Achieve 1-1/4-inch minimum penetration into substrate when fastening 2x lumber to brick, structural concrete, or 2x lumber. Provide 1-inch minimum and 1-1/2-inches maximum penetration of metal decks.
  3. Provide 2 rows of fasteners at the specified frequency for wood blocking 2-inches by 8-inches nominal and wider.
  4. When attaching wood to concrete or masonry, through-drill wood 1/16-inch larger than fastener shank.
  5. Re-secure existing wood blocking scheduled for reuse with appropriate fasteners spaced at 48-inches on center, staggered off centerline.



- B. Wood blocking:
  - 1. To wood blocking: With annular-threaded, ring-shank nails, 12-inches on center, maximum, and staggered slightly off centerline of member being installed.
  - 2. To concrete/masonry substrates: With screws spaced 16-inches on center maximum and staggered slightly off centerline of member being secured.
  - 3. At deck penetrations to steel framing and steel decking: With self-drilling, self-tapping screws spaced at 16-inches on center maximum in staggered pattern.
  - 4. For nailer to nailer connections, penetrate member being fastened to 3/4 thickness of member. Fasten 16-inches on center, staggered.
  
- C. Plywood:
  - 1. To concrete/masonry walls: With drive pins spaced at 8-inches on center vertically and 16-inches on center horizontally staggered from row to row. Predrill pilot holes in accordance with fastener manufacturer's printed instructions.
  - 2. To wood blocking: With nails spaced at 8-inches on center along each framing member.
    - a. Countersink fasteners below top plane of plywood.
    - b. Provide 1/8-inch gap between successive sections of plywood. Align finished surfaces to vary not more than 1/16-inch from plane of surfaces of adjacent units.
    - c. Place panels with long dimension perpendicular to support.
    - d. Install roof deck panels in staggered array, with panel ends in successive rows being offset. Minimum panel placement size shall be 48-inches by 48-inches. Each panel shall span minimum of 3 supports.
    - e. Center joints accurately over support.

### 3.3 REPLACEMENT OF PERIMETER WOOD BLOCKING

- A. Remove deteriorated perimeter wood blocking uncovered during demolition. Verify dimensions with Owner prior to removal or provide documentation.
  
- B. Cut new wood blocking to same size and configuration as existing wood blocking. Provide minimum length of 4-feet for new wood blocking. Secure new wood blocking with nails spaced at 12-inches on center, staggered off centerline.

END OF SECTION 061000

## SECTION 072200 - ROOF AND DECK INSULATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section specifies requirements for the following Scope of Work:
1. Provide tapered and flat thermal insulation and cover board.
  2. Provide mechanically attached gypsum board on steel deck and self-adhered vapor barrier.
  3. Provide insulation crickets, fillers, and cants.

#### 1.2 SYSTEM DESCRIPTION

- A. Tapered Insulation System:
1. Provide minimum insulation thickness as specified.
  2. The maximum thickness for any given insulation board or layer shall be 3-inches.
  3. Provide minimum average aged R-Value of 30 throughout roof areas.
  4. Maintain constant perimeter height at edges of each roof section.
  5. Utilize existing and augmenting drain locations as indicated on Drawings.
  6. Provide crickets and saddles between interior drainage points. Cricket width shall be as required to provide positive slope to drain but in no case less than 10-foot wide unless specifically indicated otherwise.
  7. Provide 8-foot by 8-foot sumps at each drain location.

#### 1.3 SUBMITTALS

- A. Product Data: For each product indicated in Part 2 of this Section.
- B. Manufacturer's full size tapered insulation/cricket drawing with the following:
1. Outline of roof area with drain and major penetration locations.
  2. Profile of tapered sections to include crickets.
  3. Average R-value of system.
- C. Certifications: Provide documentation for requirements described in Paragraph 1.4, Quality Assurance.
- D. Insulation attachment pattern: Provide a drawing showing typical fastener pattern and frequency at field, corners, and edges.

#### 1.4 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Provide insulation and related materials with fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84 for surface-burning characteristics, by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
- B. Securement: Fasten or secure components of system to meet or exceed requirements of FMG Data Sheets 1-28 and 1-29. Comply with requirements to achieve wind uplift rating of 1-90.
- C. Insulation products incorporated into roof system shall be included in roof membrane manufacturer's system warranty. Provide documentation from membrane manufacturer that proposed insulation will be included in required warranty.
- D. Tapered insulation plan in Drawings is a conceptual configuration showing basic design intent. Do not interpret Drawings as approved tapered insulation layout plan.

#### PART 2 - PRODUCTS

##### 2.1 INSULATION BOARDS

- A. Roof insulation system materials shall be manufactured by or acceptable to roof membrane manufacturer for inclusion in full system warranty to be issued by manufacturer.
- B. Polyisocyanurate: ASTM C 1289, Type II; Class I, Grade 2.
  - 1. Flat Board Stock: Minimum thickness 2.6-inches.
  - 2. Crickets: 1/2-inch per foot, minimum slope.
  - 3. Board size, maximum:
    - a. For Adhered Installation: 4-feet by 4-feet.
    - b. For Mechanically Attached Insulation: 4-feet by 8-feet.
- C. Cover and Deck Board: Fiberglass faced, gypsum board with moisture resistant core; ASTM C 1177.
  - 1. Thickness: 1/2-inch.
  - 2. DensDeck Prime by Georgia Pacific, or approved substitute.

##### 2.2 MECHANICAL INSULATION

- A. Insulation for drain bowls and leader piping: fibrous glass batt type with premolded polyvinyl chloride jackets. Seaming tape for jacket seams shall be as supplied by insulation jacket manufacturer. Minimum thickness 1-inch.

- B. Fiberglass batt insulation for use at locations other than hot pipes: Conforming to ASTM C 665, Type II, Class C and E84, I, 3-inches thick.

### 2.3 ACCESSORIES

- A. Adhesive: One- or two-part; spray applied polyurethane foam approved by membrane manufacturer.
- B. Vapor Barrier: Refer to Division 07 Section “Modified Bituminous Membrane Roofing.”
- C. Fasteners
  - 1. Insulation Fasteners: Number 12, self-drilling, self-tapping screws; sufficient length to penetrate top flange of steel decking by 1-inch minimum and 1-1/4-inches maximum; with fluorocarbon coating complying with FMG 4470.
  - 2. Stress Plates: Nominal 3-inch diameter, 26 gauge galvalume coated steel.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Ensure that surfaces to receive insulation are clean and dry. If necessary, provide equipment to dry surface prior to application. Do not dry with open flames.
- B. Remove dirt, debris, and dust from substrates by brooming or vacuuming. Clean dirt and debris from between steel deck ribs.
- C. Provide roof insulation boards free of defects, including, but not limited to, broken corners, improperly adhered skins, excessive moisture content (if insulation surface “foams” when hot bitumen is applied, excessive moisture is present), dimensional irregularities, or other defects that may adversely affect replacement roof system. Mark defective insulation boards permanently and remove from site.

### 3.2 GYPSUM BOARD INSTALLATION

- A. Secure gypsum board to deck with specified fasteners, with long dimension of boards perpendicular to deck flutes. Support board ends on top flange of deck. Stagger board ends.
  - 1. Fasten in accordance with FMG 1-90 with minimum 1 fastener per 2 square feet.

### 3.3 ROOF INSULATION INSTALLATION (LOW SLOPE ROOF AREAS)

#### A. Mechanical Attachment:

1. Secure base layer of insulation to steel roof decks using specified fasteners. Stagger end joints to middle of long dimension of insulation boards. Install fasteners at a rate of 1 fastener per 2 square feet (16 fasteners per 4-foot by 8-foot board) in the field of the roof. Increase fasteners to 24 fasteners per 4-foot by 8-foot board 8 feet minimum from the building perimeter. Further increase fastener frequency to 32 fasteners per 4-foot by 8-foot board for minimum of 8-feet in each direction from building corners where parapets do not exceed 3-feet in height. Drive fasteners straight, perpendicular to insulation. Install fasteners in accordance with the pattern established by the FMG Approval Guide. Adhere subsequent layers of insulation in adhesive.
2. Install insulation boards with minimum surface area of 16 square feet within 8-feet of building perimeters. Minimum dimension on cut insulation boards in field of roof shall be 12-inches, with minimum surface area of 2 square feet.

#### B. Adhesive Attachment:

1. Secure insulation layers and cover board, not schedule for mechanical attachment, using urethane adhesive. Adhere each insulation layer, including the cover board, over acceptable substrate using full coverage method in accordance with manufacturer's requirements and recommendations.
2. Set boards in adhesive, butting edges tightly. Stagger joints of insulation and coverboard within each layer. Offset joints between layers 12-inches minimum. Fill gaps greater than 1/4-inch.
3. Walk in boards to ensure adhesion and provide smooth top plane of insulation.

#### C. Utilize tapered edge strips and filler boards at drain sump locations. Place taper from surrounding insulation system down to drain bowl locations, providing 8-foot by 8-foot minimum drain sumps.

### 3.4 PIPE INSULATION INSTALLATION

- A. Install insulation and jackets at drain bowls as indicated on Drawings, in accordance with manufacturer's printed instructions. Refer to Division 22, "Roof Drains" for additional information.
- B. Install batt insulation at hot pipe locations as indicated on Drawings. Place foil facing toward pipe penetration.

END OF SECTION 072200

## SECTION 075216 - MODIFIED BITUMINOUS MEMBRANE ROOFING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies requirements for the following Scope of Work:
1. Provide new 2-ply SBS modified bitumen roof membrane, 2-ply SBS modified flashing system, and associated roof system components.
  2. Provide new EFVM leak detection system.

#### 1.2 SUBMITTALS

- A. Certificates of Compliance: Roof membrane manufacturer's certification that materials are chemically and physically compatible with each other and suitable for inclusion in roof system and are acceptable for warranty specified. Do not submit materials without obtaining membrane manufacturer's written certification. Explicitly identify in writing, difference between manufacturer's written requirements and these specifications, and membrane manufacturer's approval of proposed asphalt source.
- B. Product data: For each product specified in Part 2.
- C. Sample: Roof membrane manufacturer's warranty.
- D. Contractor's letter certifying a minimum of 5-years commercial built-up roofing experience with list of project references, including names and phone numbers.
- E. If tanker is used, provide the following information for each shipment of asphalt:
1. Equiviscous temperature (EVT).
  2. Flash point (FP).
  3. Finished blowing temperature (FBT).
  4. Softening point.
  5. Asphalt type (ASTM D 312).

#### 1.3 QUALITY ASSURANCE

- A. Manufacturer Approval:
1. Installer Qualifications: Approved by manufacturer to install manufacturer's products.

2. Source Limitations: To greatest extent possible, obtain auxiliary materials for roofing system from roofing membrane manufacturer. Provide letter of acceptance from manufacturer for auxiliary materials from other sources.
  3. System Approval: Provide statement from manufacturer that specified roof system meets requirements for requested warranty.
  4. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Architect.
  5. Comply with manufacturer's written instruction and these Specifications for roofing and associated work. Provide skilled tradesmen experienced in installation of 2-ply SBS modified bitumen roofing systems. Foreman shall have a minimum of 5 years of previous SBS membrane installation experience.
  6. Identify in writing specific contract requirements that are not approved or warrantable by manufacturer.
- B. Minimum quality standards: Comply with NRCA/ARMA publications "Quality Control Guidelines for the Application of Built-up Roofing" and "Quality Control Guidelines for Polymer Modified Bitumen Roofing". Standards within these specifications that exceed NRCA/ARMA shall prevail.
- C. Maintain fire watch during torch applications and for 2 hours minimum after completion of work.
- D. Project construction will be monitored and evaluated by the Owner or Owner's Representative for compliance with the Contract Documents.

#### 1.4 GUARANTEES AND WARRANTIES

- A. Provide complete roof system, including temporary roof membrane and insulation, to be covered by roof membrane manufacturer's system warranty. Provide materials not included in Specifications where required by manufacturer to obtain requested warranty, without additional charge to Owner.
- B. Roof membrane manufacturer's system warranty meeting following minimum criteria:
1. Coverage to repair damage to system components resulting from leaks due to failure of materials or workmanship.
  2. Non-prorated, non-penal sum (no dollar limit), 20-year warranty period.
  3. Coverage of cost of removal and replacement of wet or damaged insulation due to failure of materials or workmanship.
  4. No exclusion from coverage for damage to roof system from wind gusts less than 55 miles per hour.
- C. Contractor's Guarantee: Refer to Division 01 Section "Summary of Work," for Contractor's Guarantee.

## PART 2 - PRODUCTS

### 2.1 PRODUCT PERFORMANCE

- A. Provide products fully compatible with substrates and other assembly components. Materials shall be approved for UL Class A fire rating service and meet FM1-90 (minimum) wind uplift requirements.
- B. Modified bitumen products and systems shall comply with test methods designated in ASTM D 5147-91.

### 2.2 MODIFIED BITUMEN SHEETS

- A. Base ply sheet and reinforcing plies: Paradiene 20 SA by Siplast, Sopralene Flam Stick by Soprema, SBS Poly Base by Firestone.
- B. Capsheet: Paradiene 30 FR TG by Siplast, Sopralene Flam 250 FRGR by Soprema, SBS Premium FR Torch by Firestone.
- C. Flashing sheet: Modified Bitumen Sheets specified in Paragraph 2.2 B above.
- D. Vapor Barrier: Parabase 20 SA, Elastophene Stick by Soprema, BaseGard SA by Firestone.
- E. Base sheet: Parabase Plus P by Siplast, Sopra G by Soprema, MB Base M Sheet by Firestone.

### 2.3 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.
- B. Asphalt Primer: Roofing manufacturer's recommended.
- C. Sealant: One-part polyurethane, gunnable grade, high performance elastomeric sealant: ASTM C 920, Type S, Grade NS, Class 25, use NT.
- D. Self-adhering Membrane: See Division 07 Section "Flashing and Sheet Metal."
- E. Lap Bleed Finish Granules: Ceramic granules sized and colored to match flashing sheet surfacing as supplied by membrane manufacturer.
- F. Modified adhesive: ASTM D 4586 Type II, SBS-modified, asbestos free, vertical grade.
- G. Temporary Foam Night Seal: Two-part polyurethane foam pack: Roofpak by Dow Chemical Company or accepted substitute.



- H. Lead Sheet: See Division 07 Section “Flashing and Sheet Metal.”
- I. Walkway Pads
  - 1. Rubber Walkways: “Roof-Gard” as manufactured by Humane Manufacturing Company, LLC, 24-inches by 36-inches by 3/4-inch thick.
- J. Liquid-Applied Reinforced Flashings: ONE-Component polyurethane/bitumen coating and woven polyester scrim with embedded granule coating. Aslan flashing by Soprema, Inc. or approved equal.

#### 2.4 ELECTRIC FIELD VECTOR MAPPING SYSTEM

- A. General: Provide a leak detection system that delivers a pulsating low voltage potential difference between the roof surface and structural deck. The system is designed to detect a breach in the roof membrane system by detecting an electrical connection.
  - 1. The wire component of the system shall remain on the roof membrane and buried in the system, so that future leak detection tests are possible. The testing leads shall be placed in conduit and terminated with a junction box. Provide stainless steel boot flashings.
  - 2. Basis of Design product, International Leak Detection. No substitutions are permitted.

#### 2.5 FASTENERS

- A. Base flashings to wood substrates: Hot-dipped galvanized, annular-threaded roofing nails with 1-inch wide cap-type head and of sufficient length to penetrate wood a minimum of 5/8-inch.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Verify insulation boards are installed smoothly and evenly, and are not broken, cracked, or curled. Insulation shall be roofed over on same day as it is installed.
- B. Verify that drains, curbs, cants, expansion joints, perimeter blocking, wall flashing substrates, roof penetrating elements and other items necessary to begin installation of membrane are installed.
- C. Do not cut or modify bituminous products with solvent or dilutant.
- D. Prime masonry, concrete, and sheet metal surfaces in contact with bituminous materials, including sheet metal flanges (both sides) and lead sheet at drain sumps (both sides) with asphaltic primer prior to roofing or flashing installation. Allow primer to dry thoroughly prior to installing bituminous flashings.

- E. Do not deliver to site or install a material or system that has not been approved. Remove materials installed without prior approval upon Owner's request.
- F. Surfaces to receive new membrane and flashings shall be clean and thoroughly dry. Should surface moisture such as dew exist, provide necessary equipment to dry surface prior to application. Do not dry with open flames.
- G. Comply with OSHA/ MOSHA standards and Midwest Roofing Contractors Association (MRCA) publication "Safety in Torch Welded Roofing" specified to operation of liquefied petroleum gas (propane) hand torches and kettle.
- H. Ensure that SBS modified bitumen products are sufficiently warmed prior to use when ambient overnight temperatures are below 40 degrees F.
- I. All reinforcing plies, self-adhering membrane envelopes, and base flashings must be installed concurrently with roof membrane installation work, and must be complete and up to date by end of each work week (i.e. Friday or next working day).

### 3.2 PRIMER APPLICATION

- A. Examine all substrates, and conduct adhesion peel tests as necessary, to ensure satisfactory adhesion is achieved.
- B. Apply the specified primer to dry, compatible substrates as required to enhance adhesion of new specified roofing materials.
- C. Apply primer using brush, roller, or sprayer at the rate published on the product data sheet. Lightly prime for uniform coverage, do not apply heavy or thick coats of primer.
- D. Self-Adhesive Membrane Primer: Apply primer to dry, compatible substrates as required to enhance adhesion of self-adhesive membrane plies. Ensure primer is tacky to-the-touch, but not wet.

### 3.3 VAPOR BARRIER APPLICATION

- A. Unroll membrane onto the roof surface and allow to time to relax prior to installing the membrane.
- B. Starting at the low point of the roof, lay out membrane to ensure the plies are installed perpendicular the roof slope, shingled to prevent back-water laps.
- C. Ensure all substrates are prepared and acceptable to receive the self-adhesive membrane.
- D. Ensure primer is tacky to-the-touch, but not wet. Primer should not transfer to the finger tips when touched. Do not proceed if primer is wet or becomes fully dry and dirty.

- E. Cut rolls to working lengths and widths to conform to rooftop conditions and lay out to always work to a selvage edge.
- F. Ensure membrane side-laps end-laps are maintained.
- G. Peel the release film from the underside of the membrane. Press and adhere the leading edge of the membrane to the substrate but leaving the 6-inch end-lap unadhered in order to heat weld the end-lap.
- H. As the release film is peeled away, use a weighted roller to firmly set the sheet in place. Ensure full contact is made between the ply and the substrate for full adhesion. Use a hand roller to roll-in vertical applications and confined areas to firmly apply pressure.
- I. At 6-inch end-laps, cur a 45 degree dog-ear away from the 3-inch selvage edge, or otherwise ensure the membrane is fully heat-welded watertight at all T-joints.
- J. Offset self-adhered end-laps 3-feet.

#### 3.4 BASE PLY SHEET INSTALLATION

- A. Sheets shall be laid parallel to longest dimension of tapered area to be roofed and/or perpendicular to slope of area. Application shall start at low point of area working to high point. Laps shall be parallel to slope of short dimension of tapered area and in no case shall laps buck flow of water.
- B. Unroll dry membrane on substrate and align with adjacent sheet, providing 3-inch side laps and 6-inch end laps. Stagger end laps of adjacent sheets by 12-inches minimum. Reroll approximately one-half of dry membrane sheet while maintaining alignment.
- C. Remove release paper backing, set membrane into place and roll down smooth with metal roller.
- D. Membrane sheets shall be applied free of wrinkles, creases, fishmouths, or voids. Maintain alignment of sheets utilizing marked lap lines. Should lap lines become misaligned while unrolling, cut sheet and establish a new end lap. Do not attempt to realign a partially adhered membrane roll.
- E. Inspect ply sheet application for defects. Cut wrinkles, creases, and fishmouths to relax membrane. Apply a full width strip of base ply membrane over defect lapped a minimum of 3-inches beyond cut. Unbonded lap seams of more than 1/2-inch wide shall be embedded in cold adhesive troweled under unbonded membrane or heat welded.

#### 3.5 REINFORCING PLY INSTALLATION

- A. Verify that repairs have been made to field membrane in area adjacent to flashing area.
- B. Metal flanges shall be treated with a brush coat of asphaltic primer (both sides) and set in full bed of adhesive prior to reinforcing ply installation.

- C. Remove backer paper and set reinforcing plies at base flashings, metal flanges, and other detailed areas. Roll smooth with a metal roller.
- D. Cut reinforcing plies for horizontal metal flange applications wide enough to provide full coverage of flange and 6-inches onto built-up membrane. Provide 3-inch laps at end of strips.
- E. Cut reinforcing plies across width of roll for base flashings at walls, curbs, and other vertical applications to lengths sufficient to provide full coverage to top of vertical element, across cant, and 6-inches onto horizontal surface of built-up membrane. Install membrane as previously detailed.
- F. Provide 3-inch laps and stagger laps. Provide additional reinforcing strip at vertical corners lapped 3-inches onto each vertical side and 3-inches onto horizontal built-up membrane.

### 3.6 MODIFIED CAP SHEET INSTALLATION (TORCH APPLIED)

- A. Apply capsheet using torch manufactured specifically for roof membrane installation.
- B. Ensure that wood and other combustible components are enveloped with base ply or ply sheet material. Maintain fire watch during and after torch applications.
- C. Verify that all repairs have been made to the field membrane and reinforcing plies have been properly installed. Surfaces should be free of sawdust, dirt, insulation debris, and other contaminants prior to starting installation.
- D. Cap sheets shall be laid perpendicular to the flow of water starting at the low point of the area and working to the high point. Unroll dry membrane and allow it to relax. Provide 3-inch side laps and 6-inch end laps, and stagger end laps of adjacent cap sheets by 24-inches. Align the granulated side of the sheet over the selvage side of the adjacent sheet. While maintaining alignment, reroll approximately one-half of the dry membrane sheet.
- E. Heat bitumen side of sheet with torch just until bitumen begins to melt. Unroll sheet while maintaining flow of hot bitumen at leading edge. Apply even pressure with stiff bristle broom directly behind roll to ensure full adhesion and visible bleed out of asphalt at side and end laps. Distribute loose granules into bleed out directly behind membrane applicable to ensure complete color uniformity of cap sheet surface. Repeat procedure for the other half of the roll.
- F. Membrane cap sheets shall be applied free of wrinkles, creases, fishmouths, or voids. Maintain alignment of sheets utilizing marked lap lines. Should the lap lines become misaligned while unrolling, cut the sheet and establish a new end lap. Do not attempt to realign a partially adhered membrane roll.
- G. Inspect cap sheet application for defects. Cut wrinkles, creases, and fishmouths to relax the membrane. Apply a full width strip of cap sheet membrane over the defect in a full bed of cold adhesive and lapped a minimum of 6-inches beyond the cut. Unbonded lap seams of more than

1/2-inch wide shall be embedded in cold adhesive troweled under the unbonded membrane. Reapply granules to repairs as needed.

### 3.7 SELF-ADHERING MEMBRANE INSTALLATION

- A. Condition surfaces with primer at walls and perimeter elements to receive membrane as recommended by membrane manufacturer. Do not prime more than can be covered by sheet installation in one day.
- B. Install self-adhering modified bitumen membrane as detailed.
- C. Cut modified bitumen into lengths not to exceed 8-feet.
- D. Remove release paper backing, set membrane into place, provide minimum 3-inch head laps, and roll down smooth with metal roller.
- E. Lap membrane over vertical base flashings and substrate surfaces 3-inches minimum or as indicated in Drawings.

### 3.8 FLASHING AND STRIPPING SHEET INSTALLATION TORCH APPLIED

- A. Apply flashing sheets using detail torch manufactured specifically for roofing membrane applications.
- B. Ensure that other wood, wood fiber, and other combustible components are enveloped with base sheet or ply sheet material. Maintain fire watch during and after torch applications.
- C. Verify repairs have been made to field membrane in area adjacent to cant to receive flashing sheet. Snap chalk line distance of 4-inches minimum from edge of reinforcing ply and on field side of roof.
- D. Cut flashing sheet across width of roll to provide full coverage to top of vertical element and minimum of 4-inches beyond edge of reinforcing ply on horizontal membrane surface. Heat bitumen side of flashing sheet with torch just until bitumen begins to melt. Unroll sheet while maintaining flow of hot bitumen at leading edge. Apply pressure starting at top of cant and working toward top of wall or curb. Apply sufficient pressure to ensure full and continuous adhesion of membrane.

### 3.9 VERIFICATION OF MEMBRANE INTEGRITY

- A. General: After installing roof horizontal membrane, verify installed membrane is waterproof. Provide testing to verify membrane is free of any holes, open seams and capillary defects that will allow water to penetrate the building envelope.
  - 1. Utilize electrical conduction method EFVM (Electric Field Vector Mapping) as designed by International Leak Detection as follows:

- a. Installation of EFVM impulse conductor wire around perimeter of area to be tested. The testing agency will determine the size and shape of the areas. Areas will typically range between 2000sf and 7500sf. The conductor wire will consist of braided polyethylene (1.5 mm in diameter) interwoven with a minimum of 9 strands of stainless steel wire. The conductor wire will have a tensile strength of not less than 180 lbs.
- b. Place conductor wire 4 inches from the perimeter and secure against accidental movement or damage. Place so not to create a tripping hazard. Place wire directly on membrane.
- c. Isolate all metal items contacting the membrane by placing isolation strands of conductor wire to isolate the field or by temporarily removing the metal items if possible.
- d. Isolate field of membrane from contact with grounded soil or structure contacting the membrane by placing isolation strands of conductor wire.
- e. Wet the test area with potable water sufficiently to create a continuous conducting "plate" above the membrane.
- f. Attach EFVM impulse generator to conductor wire with removable connectors and to ground or building structure creating a potential circuit. (The circuit will complete if water finds a path to ground by way of a breach in the membrane.)
- g. Deliver a 1 second long, 40 volt potential electrical pulse to the conductor wire at an average rate of one pulse every three seconds.
- h. Utilizing a EFVM potentiometer and two probes placed at the surface of the membrane, detect the presence or absence of electrical flow across the surface to the membrane.
- i. If there is no flow detected after a systematic search, then the certified inspector shall report the installed membrane in that area tested free of holes, seam and capillary defects and is therefore waterproof at that time.
- j. If there is flow detected during the search, then the certified inspector shall work to identify the source of electricity and therefore the breach in the membrane. The technician shall report to the roofing contractor immediately if possible the exact location of any defects on the installed membrane in that area tested.
- k. Defects found shall be repaired and retested.
- l. The technician providing the EFVM test shall provide a report of each day's test results containing a written description and photograph of all defects and any corrections made and a schematic CAD drawing indicating location of stationary conductor wire and of any defects found in testing to within 1-inch of accuracy. This report shall be made in hard copy and submitted to the Architect and Owner.

### 3.10 DRAIN FLASHING

- A. Apply base ply over drain bowl flange (beneath clamping ring) as detailed. Trim flush with inside diameter of drain bowl as detailed.
- B. Install lead flashing sheet at drains in full bed of adhesive as detailed. Cut single piece of reinforcing ply membrane 39-inches by 39-inches and chalk diagonal lines to establish center of sheet. Cut hole at center of this target sheet to provide minimum of 1-inch of membrane inside

clamping ring.

- C. Install target sheet centered over drain bowl directly to primed lead sheet and 4-inches minimum onto field membrane.
- D. Offset cap sheet from edge of drain approximately 6-inches so that no seams are installed under clamping ring.

### 3.11 WALKWAY PAD

- A. Provide protection pads at areas to receive foot traffic, such as roof access doors, hatches, ladders, and major rooftop equipment units or as otherwise indicated by the Owner.
- B. Provide 6-inch gap between ends of adjacent pads to allow for drainage.
- C. Adhere pads to substrate utilizing adhesive installed in 6-inch circles at each corner and in the middle of the pad.

### 3.12 TEMPORARY PROTECTION

- A. Unfinished perimeter and penetration components: Provide temporary waterstops adequate to prevent moisture intrusion into newly installed work around exposed edges and incomplete flashing locations. Remove temporary materials completely prior to continuing with subsequent work.
- B. Tie-ins: Provide temporary waterstops at deck and tie-ins between newly installed and existing membrane as detailed. Inspect tie-ins thoroughly and repair as needed to provide watertight assembly prior to leaving site.

END OF SECTION 075216

## SECTION 076000 - FLASHING AND SHEET METAL

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies requirements for the following Scope of Work:
  - 1. Provide perimeter and penetration sheet metal flashings and components at locations indicated on the drawings and as required to properly terminate the roof system.

#### 1.2 SUBMITTALS

- A. Product Data:
  - 1. For each item specified in Part 2 of this Section.
  - 2. Color charts for coated metals.
- B. Shop Drawings: Show layouts, profiles, shapes, seams, dimensions, and details for fastening, joining, supporting, and anchoring sheet metal flashing and trim.
- C. Certifications: Perimeter sheet metal assembly must be in compliance with IBC requirements, specifically ANSI/SPRI ES-1 protocol.

#### 1.3 QUALITY ASSURANCE

- A. Installation procedures shall be in accordance with the industry standards and codes indicated in Division 01 Section "Summary of Work" and those indicated in this Section.
- B. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.
- C. Sheet Metal Standard: Comply with NRCA "Roofing and Waterproofing Manual, Fifth Edition." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- D. Mockups: Build mockups to demonstrate aesthetic effects and set quality standards for fabrication and installation. Include seams, attachments, underlayment, and accessories.
  - 1. Parapet Cap



#### 1.4 WARRANTY

- A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within 20 years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 SHEET METALS

- A. Stainless-Steel Sheet: ASTM A 240, Type 304, No. 2D finish.
- B. Galvanized (Zinc-Coated) Steel Sheet: ASTM A 653, G90 coating designation; structural quality, mill phosphatized for field painting.
- C. Prepainted, Metallic-Coated Steel Sheet: Galvanized sheet steel (G90); prepainted by coil-coating process, ASTM A 755; provide with manufacturer's strippable plastic film. Exposed finishes:
  - 1. High-Performance Organic Finish: Two-coat thermocured system containing not less than 70 percent polyvinylidene fluoride (Kynar/Hylar) resin by weight; complying with AAMA 2604. Color as selected by Owner from standard colors.
- D. Lead Sheet: ASTM B 749, Type L51121, copper-bearing lead sheet.

#### 2.2 ACCESSORIES

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Self-Adhering Membrane: High temperature self-adhering, SBS modified bitumen membrane with poly-surface and release-paper backing, minimum 40-mil thickness, designed for a minimum melting temperature of 220 deg F such as Ice & Water Shield HT by W.R. Grace, Lastobond Shield HT by Soprema, Metshield by MetFab, or accepted substitute.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.
- D. Exposed elastomeric Sealant: ASTM C 920, Type S, Grade NS, Class 25, Use A. Use an elastomeric polyurethane polymer sealant.
- E. Concealed sealant for metal-to-metal connections: ASTM C 1311, single-component, butyl (polyisobutylene) rubber sealant, heavy bodied for hooked-type expansion joints with limited movement.

- F. Bituminous Coating to separate incompatible metals: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat.
- G. Band Clamps: Stainless steel, including screw-adjustable clamps; 1/2-inch wide.
- H. Flux: muriatic acid based with zinc.
- I. Solder: ASTM B 32, 50% block tin and 50% pig lead; manufactured for use with stainless steel or copper.
- J. Splash Block: Precast concrete formed to divert water in one direction. Splash block shall be in smooth forms with bottom edges rounded or chamfered to prevent abrasion.
- K. PVC Downspouts: 4-inch nominal diameter, schedule 40 PVC pipe. Provide solvent welded bell spigot connections. Paint PVC Downspouts to match metal color.
- L. Termination Bar: Manufacturer's standard, predrilled aluminum bars, approximately 1 by 1/8-inch thick with sealant edge. Holes shall be predrilled at 6-inches on center.

### 2.3 FASTENERS

- A. Sheet metal to wood blocking connections (concealed securement): No. 12 annular threaded Series 300 stainless steel nails minimum 1-1/2-inches long.
- B. Sheet metal to wood blocking connections and mechanical unit securement (exposed securement): Self-drilling, self-tapping, Number 10, stainless steel hex-washer-head screws, 1-1/2-inch long, with metal-capped EPDM washers.
- C. Sheet metal to masonry wall connections: 1/4-inch diameter, concrete/masonry screws of sufficient length to penetrate substrate 1-1/2-inch minimum. Provide metal capped EPDM washers at exposed locations.
- D. Sheet metal fascia to wood connections: 1-inch long, #10, Series 300 stainless steel pan head screws.

### 2.4 FABRICATION – GENERAL

- A. General: Fabricate sheet metal flashing and trim to comply with IBC and recommendations in SMACNA and NRCA that apply to design, dimensions, metal, and other characteristics of item indicated. Obtain field measurements for accurate fit before shop fabrication.
- B. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
  - 1. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.

2. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- C. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- D. Expansion Provisions: Where lapped expansion provisions in Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1-inch deep, filled with butyl sealant concealed within joints.
- E. Provide concealed fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.
- F. Provide cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal, and in thickness not less than that of metal being secured.

## 2.5 FABRICATION SCHEDULE

- A. PVDF Coated Galvanized Steel (24 gauge)
  1. Parapet Caps
  2. Transition Closures
  3. Fascia Metal
  4. Counterflashing (parapets)
  5. Securement Clips
  6. Scupper Face Plate
  7. Reglet Counterflashing
- B. Galvanized Steel (22 gauge)
  1. Cleats
  2. Perimeter Sheet Metal Stiffener
- C. Stainless Steel (26 gauge)
  1. Counterflashing / Receiver and Clips
  2. Skirt Flashing/Clips
  3. Vent Pipe Sleeves and Caps
  4. Storm Hoods and Sleeves
  5. Scupper Sleeve
  6. Door Threshold Cover
  7. Sheet Metal Cap
  8. EFVM Ground Posts/Electrical Box

## 2.6 PREPARATION

- A. Verify that substrate and anchorage materials to receive sheet metal flashings are properly secured and aligned, without gaps, lumps, or offsets that may distort metal.
- B. Install underlayment at roof edges, parapets, curbs, and similar transitions, and as shown on Drawings.

## 2.7 INSTALLATION, GENERAL

- A. Comply with these specifications and applicable industry standards to include the IBC, NRCA, and SMACNA, whichever is more stringent.
- B. General: Anchor sheet metal flashing and trim and other components of Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 1. Torch cutting of sheet metal flashing and trim is not permitted.
- C. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.
- D. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
- E. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and butyl sealant.
- F. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- G. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10-feet, with no joints allowed within 18-inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1-inch deep, filled with butyl sealant concealed within joints.
- H. Fasteners: Use fasteners of sizes that will penetrate substrate not less than 1-1/4-inches for nails and not less than 3/4-inch for wood screws.
- I. Non-moving seams and joints on non-solderable metal shall be interlocked, filled with sealant, and riveted, unless otherwise indicated.
- J. Seal joints as required for watertight construction. Use elastomeric sealant for exposed conditions. Use butyl sealant for hidden conditions.

- K. Provide sheet metal closure components at transitions to rising walls and similar changes in plane for edge metal, parapet caps, expansion joint covers, and other termination flashings. Fully crimp and seal closures to continuous blind nailed cleats.
- L. Soldered Joints: Comply with SMACNA and CDA requirements. Use conduction soldering methods.
  - 1. Clean surfaces to be soldered, removing oils and foreign matter. Smooth irregularities and round edges. Pre-tin edges of sheets to be soldered to width of 1-1/2-inches except where pretinned surface would show in finished Work.
  - 2. Apply flux to surfaces to receive solder. Remove oxides and other impurities from joint.
  - 3. Position and immobilize parts to be soldered. Heat parts above fluid temperature of solder. Draw solder into joint, creating 1-inch wide lap. Allow to cool before moving parts.
  - 4. Remove flux and acid by cleaning with neutralizing agent.
- M. Fabricate sheet metal components to the dimensions and shapes shown on the Drawings.

## 2.8 METAL COMPONENT INSTALLATION

- A. Securement Clips
  - 1. Securement clips shall be 6-inches long and 2-inches wide.
  - 2. Secure clips to substrate with specified fasteners. Space clips 12-inches on center.
  - 3. Bend clips minimum of 1-inch over bottom drip edge of counterflashing and crimp loosely.
- B. Cleats
  - 1. Form cleats with 3/4-inch kicks, bent out at maximum angle of 45 degrees to the vertical surface. Height of cleat shall be 3-3/4-inches unless otherwise indicated on Drawings.
  - 2. Secure continuous cleats to wood blocking with fasteners spaced at 6-inches on center.
  - 3. Provide 1/4-inch gap between cleat sections. Offset from joints in cover metal being secured.
- C. Sheet Metal Transition Closures
  - 1. Extend sheet metal 4-inches minimum vertically up wall at sheet metal-to-wall transitions.
  - 2. Set sheet metal in full bed of butyl mastic and secure using appropriate screws with EPDM washers spaced at 4-inches along centerline of vertical portions.
  - 3. Fold vertical portion down over fasteners. Provide bead of sealant along sheet metal at wall.
- D. Parapet Caps
  - 1. Provide self-adhering membrane over parapet.
  - 2. Fabricate parapet cap to dimensions and shapes shown on Drawings and to fit snugly over parapet and membrane flashings.
  - 3. Secure continuous cleat at interior and exterior face.

4. Provide 1-1/4-inch high standing seams. Hook cap on cleats and crimp. Provide butyl mastic in each standing seam. Fold seams over to form standing seam and fold corners. Provide shop fabricated end and corner sections minimum 18-inches long.
- E. Fascia
1. Secure fascia cleat. Hook fascia onto cleat and provide 3-inch lap joints filled with sealant.
  2. Secure fascia along top edge at +/- 16-inches on center through slotted holes.
  3. Do not secure upper edge metal cleat through fascia.
- F. Counterflashing and Receiver
1. Provide counterflashing and receiver with 3-inch minimum sealant-filled section laps. Insert counterflashing into receiver.
  2. Secure receiver to wall with fasteners spaced at 16-inches on center maximum
  3. Secure counterflashings into receivers with stainless steel screws spaced 12-inches on center, minimum 3 screws per length of counterflashing.
  4. Secure counterflashings with clips.
- G. Pipe Sleeves, Caps, and Hoods
1. Form pipe sleeves with integral flanges with locked and soldered seams. Provide hemmed edges of deck flanges as indicated on Drawings.
  2. Prior to installing sheet metal sleeves on vent pipes, verify that vent pipes have been extended to 12-inches minimum above finished roof surfaces.
  3. Prime flanges and set in bed of adhesive.
  4. Secure deck flanges to substrate as specified.
  5. Flash flanges in accordance with membrane requirements and Drawings.
  6. Install vent caps in full beds of sealant to fit snugly over existing vent pipes and new vent pipe sleeves as indicated on Drawings.
  7. Fabricate and install sheet metal hoods on conduit and pipe penetrations to cover sleeve flashings. Clamp tops of sleeves prior to installing hoods. Set hoods in bed of sealant and clamp to penetration.
- H. Skirt Flashing
1. Insert skirt flashing beneath existing and new equipment covers. Lap skirt flashing sections 3-inches minimum.
  2. Secure skirt flashing with sheet metal clips spaced 12-inches on center and minimum of 2 per side of curb.
- I. Scupper
1. Provide sheet metal scuppers with locked and soldered seams.
  2. Provide continuous 3-inch wide flanges on exterior and interior of parapet. Lock and solder flanges watertight.
  3. Set exterior flanges in full beds of sealant.

4. Counterflash upper exterior flange of scupper box with sheet metal counterflashing set in sawcut reglet. Extend counterflashing 3-inches beyond scupper opening on both sides.
5. Set interior flanges in adhesive. Firmly secure flanges, fastening at 3-inches on center.
6. Flash interior flanges in accordance with membrane requirements and Drawings.
7. Provide face plate, color matched to the parapet. Pop rivet face plate to the scupper sleeve at 6-inches on center with color matched pop rivets.

J. Door Threshold Cover

1. Extend threshold beneath existing door jambs 1-inch minimum.
2. Remove, trim, cut, or otherwise modify existing door and frame as required to provide specified flashing height and install threshold cover.
3. Install self-adhering modified bitumen underlayment and provide full bed of butyl mastic at corners.
4. Set threshold in place and secure to masonry with screws spaced 12-inches on center.

K. Reglet Counterflashing

1. Sawcut reglet into brick masonry mortar joints to depth of 1-1/2-inches and width of 3/8-inch. Clean loose particles from reglet and fill reglet with butyl sealant.
2. Form horizontal flange of counterflashing with "V" bend up at 45 degree angle and not less than 3/4-inch long. Provide bend with spring action within reglet.
3. Insert counterflashing into reglet and secure with lead wedges spaced at 8-inches on center. Provide minimum of 3 wedges per length of counterflashing. Ensure that counterflashing and wedges are driven in sufficiently to provide proper sealant coverage. Install sealant above exterior edge of counterflashing.

L. Perimeter Stiffening Plate

1. See Division 05 Section "Steel Decking".

M. EFVM GROUND SYSTEM

1. Fabricate ground system as shown on Drawings.
2. Secure ground wire to grid system and route through the conduit and metal sleeve. Provide penetrations at locations required by the manufacturer.
3. Provide sheet metal hood and strippings.

2.9 CLEANING

- A. Remove scrap metal, burrs, fasteners, and related debris from roof daily. Take precautions to prevent damage to roof membrane and flashings.

END OF SECTION 076000

## SECTION 077200 - ROOF ACCESSORIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies requirements for the following Scope of Work:
  - 1. Provide roof accessory components as indicated on the Drawings.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of roof accessory indicated.
- B. Manufacturer Installation Instructions: For each product in Part 2.

#### 1.3 QUALITY ASSURANCE

- A. Comply with manufacturer's recommendations and requirements.
- B. Verify locations, dimensions, and substrate conditions before installation.

### PART 2 - PRODUCTS

#### 2.1 LIFE LINE TIE OFF ANCHOR

- 1. Bolt around tieback anchor with 20-inch post as manufactured by Flexible Lifeline Systems or approved equal.

#### 2.2 CONDENSATE LINE SUPPORT

- 1. Model 3-R-2 pillow block pipe stand as manufactured by Miro Industries or approved equal.

#### 2.3 CHILLED WATER PIPE SUPPORT

- A. Erico 6-inch pipe support as manufactured by CADDY.

#### 2.4 SPLASH BLOCK

- A. High-density concrete, natural color; 12-inches by 30-inches; to divert water in one direction.



## PART 3 - EXECUTION

### 3.1 INSTALLATION

#### A. General

1. Coordinate installation of roof accessories with installation of roof deck, roof insulation, flashing, roofing membranes, penetrations, equipment, and other construction to ensure that combined elements are weatherproof and watertight.
2. Install roof accessory items according to construction details in NRCA's "Roofing and Waterproofing Manual," unless otherwise indicated,
3. Separation: Separate metal from incompatible metal or corrosive substrates, including wood, by coating concealed surfaces, at locations of contact, with bituminous coating or providing other permanent separation.

#### B. Condensate Line Supports

1. Place protection layer on completed roof membrane to extend beyond base minimum 3-inches in each direction.
2. Set supports to provide stable base for ducts and conduits. Adjust as necessary. Accurately locate and align.
3. Set condensate line supports at same locations as existing supports.
4. Secure condensate line to supports.

#### C. Life Line Tie Off Installation

1. Remove existing and install new anchor at existing location.
2. Secure the bolt around tieback anchor in accordance with manufacturer's written requirements.

### 3.2 REINSTALLATION

- A. Reinstall equipment disturbed or disconnected by work of this section. Extend and reconnect electrical and mechanical connections. Restore normal operation of equipment.

### 3.3 CLEANING

- A. Clean exposed surfaces according to manufacturer's written instructions. Touch up damaged metal coatings.

END OF SECTION 077200

## SECTION 221426.13 – ROOF DRAINS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies requirements for the following Scope of Work:
  - 1. Provide drain bowls, strainers, clamping rings, underdeck clamps, and pipe joint connections at all roof drain locations.
  - 2. Provide leader pipe and accessories to connect augmenting drains to existing storm piping.
  - 3. Clear roof drain systems from roof level to the point where the leaders exit the building to achieve a free-flowing system.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.

#### 1.3 PROJECT CONDITIONS

- A. Sections of the existing interior finish ceiling systems will require removal. These areas should be reviewed with Owner prior to removal. Work areas shall be clearly defined and closed-off from building occupants. Areas of ceiling removal shall be as small as possible to effectively install the work. Any adjacent ceilings damaged during installation shall be repaired or replaced by the Contractor at no cost to the Owner.
- B. Existing roof drain outlet diameters vary. Contractor shall confirm conditions prior to ordering materials.
- C. The plumbing work shall be coordinated with roof work in such a manner that drain bowl assemblies are installed concurrently with the roofing and that no interior portions of the building are left exposed to the elements at the end of a day's work. Install replacement [and augmenting] drain bowl assemblies before new roofing is in place.
- D. The Contractor shall provide all rooftop protection for new and existing roofs.
- E. All plumbing work shall be performed by a licensed plumber in accordance with the International Plumbing Code (IPC)
- F. The Contractor shall investigate the ceiling conditions. PVC piping shall not be used if the ceiling is used as a return air plenum.

## PART 2 - PRODUCTS

### 2.1 ROOF DRAIN COMPONENTS

- A. Roof drain: Coated cast iron with bottom outlets, large-sump style, with wide roof flanges, such as "Series 21500" manufactured by Josam Company, or approved equal. Outlet diameters shall match the existing leader pipe diameters.
- B. Drain strainers: Coated cast iron of suitable size and configuration to be installed on the new drain bowl assemblies.
- C. Clamping rings: Non-puncturing type, with integral gravel stops, either coated cast iron or stainless steel, sized to match the drain bowls. Bolts, nuts, and washers required for securement of clamping rings to drain bowls shall be stainless steel.
- D. Underdeck clamps: Coated cast iron, provided by the drain bowl manufacturer for application beneath roof decks.

### 2.2 ACCESSORIES

- A. Ceiling access panel shall be flush-mount type, meeting the following minimum requirements:
  - 1. Size: 2-feet by 2-feet, minimum.
  - 2. Door: 18 gauge steel, or 20 gauge steel with a 1/2-inch minimum hardboard backer.
  - 3. Door Frame: 16 gauge steel.
  - 4. Door Hinge: Continuous, concealed-type.
  - 5. Lock: Screwdriver-activated cam.
  - 6. Door and Frame Finish: Baked-on enamel primer coat with factory-applied finish enamel color to match the surrounding ceiling finish to the greatest extent possible.
- B. Leader pipe: Coated cast iron, conforming to ASTM A74 specifications. Pipe and connections shall be sized to tie into existing leader piping.
- C. Drain bowl to leader pipe connections: 4 band, no hub, neoprene connections.
- D. Pipe Connections: Solvent welded connections.
- E. Hangers and fittings: Conforming to Manufacturer's Standardization Society of Valve and Fittings Industry (MCC) SP-58 and SP-59 guidelines. Hangers and strapping material shall be of approved material that will not promote galvanic reaction. Cast iron fittings shall conform to the American Society of Mechanical Engineers (ASME) B16.4 and B16.12.
- F. Fasteners for securing drain stiffening plates to cementitious wood fiber decks: 1/4-inch diameter toggle bolts, carbon steel with factory treated fluorocarbon coating or stainless steel.

- G. Steel plate for drain bowl locations shall be minimum 24 gauge hot dipped galvanized plate as provided by the drain bowl manufacturer. Plate shall be a minimum size of 16-inches by 16-inches with central hole of suitable size to receive new drain bowl.
- H. Insulation for drain bowls and leader piping: Fibrous glass batt type with premolded PVC jackets. Insulation shall be minimum 1-inch thick.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. The Owner shall be notified at least 72 hours prior to all underdeck work. All materials, equipment and daily clean-up shall be the responsibility of the Contractor.
- B. All flashing-in of the roof drains and membrane repairs as a result of the plumbing work shall be the responsibility of and provided for by the Contractor.
- C. The Contractor is cautioned to investigate all existing conditions and materials of construction. All replacement items must be completely compatible with and match the existing system.
- D. Comply with Division 1 GENERAL REQUIREMENTS for preparation, protection and clean-up of interior and exterior work areas.

#### 3.2 CEILING REMOVAL

- A. Do not remove any ceiling areas without the prior approval of the Owner and Owner's Representative. The limits of ceiling removal to facilitate installation of the new plumbing work shall be clearly defined. All precautions shall be taken to protect the building interior and occupants during ceiling removal and replacement.
- B. Do not damage or cut any of the ceiling support system without the Owner's and Owner's Representative's approval. Should the support system be damaged or removed to facilitate plumbing work installation, it shall be replaced with a new support system equal to the existing, at no additional cost to the Owner.
- C. All floor and adjacent areas, both interior and exterior, damaged or stained by the installation of the plumbing work shall be cleaned of all dust, debris and any other materials to the Owner's satisfaction.

#### 3.3 DRAIN BOWL ASSEMBLY INSTALLATION

- A. Install new roof drains such that the bowl flange with clamping ring and integral gravel stop are level (see Detail Drawings for assembly position).

- B. Core existing decking where augmenting roof drains are to be installed.
- C. Provide manufacturer supplied, prefabricated, galvanized steel plate over opening. Mechanically attach plate to steel deck with specified fasteners, 2 per side.
- D. Make drain to leader connections watertight and of proper strength using no hub connections.
- E. Install drain bowl insulation and PVC jackets. Join sections with tape or other methods indicated by the manufacturer. Extend insulation to the first elbow or 2-feet.
- F. Drain components shall be completed and flashed in the same day's operation.
- G. Check all drain joints with a water test once the roofing and flashing are completed.

### 3.4 INSTALLATION OF LEADER PIPE

- A. Flexible joint coupling may be used only to tie new leader piping to existing drain leaders. Mechanical joint couplings shall be installed in accordance with manufacturer's instructions.
- B. New leader piping shall slope at 1/8-inch per foot minimum or as indicated on the Drawings.
- C. Hangers shall be spaced 5-feet maximum for horizontal leader runs and 10-feet maximum for vertical leader runs.
- D. Pipes shall be sited to run adjacent to structural steel framing components. Do not cut holes through structural members to facilitate installation.
- E. Insulate new interior piping with PVC clad fiberglass insulation. Provide 1-inch high block letters at 3-foot spacing indicating piping as "storm water" piping.

### 3.5 CEILING ACCESS PANEL

- A. Install ceiling access panels in accordance with the Manufacturer's printed instructions.
- B. Panel door hinge shall be balanced manually to provide a smooth operating motion when installed.

### 3.6 CLEANING OF DRAINAGE SYSTEM

- A. Once the new roof system has been installed, clear all roof drain leader piping and underground leaders of debris and clogs such that the system is free-flowing.
- B. The Contractor shall clear the existing leader pipe with roter-type equipment from the roof deck level to the point where the drain pipes exit the building.

3.7 WATER TESTS

- A. Perform water tests on roof drain assemblies, including leader piping, and on gutter assemblies and scuppers. Using 3/4-inch garden hose, run water into the drainage components for thirty minutes. Inspect all drainage components for leakage and repair as required. Inform Owner of test findings.

END OF SECTION 221426.13

## SECTION 230510 - MECHANICAL/ELECTRICAL GENERAL REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies requirements for the following Scope of Work:
  - 1. Mechanical disconnection, extension, shortening, and/or reconnection shall be performed in accordance with the International Mechanical Code.
  - 2. Electrical disconnection, extension, shortening, and/or reconnection shall be performed in accordance with the National Electrical Code.
  - 3. Plumbing work shall be performed in accordance with the International Plumbing Code.
  - 4. Details, not shown or specified but necessary for proper installation and operation shall be included within the work as though specified herein.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 GENERAL

- A. Mechanical, electrical, and associated work shall be performed by licensed tradesman and shall comply with the applicable code requirements.
- B. Wherever possible match the existing mechanical and electrical components; replace in kind when made necessary by roofing operations.
- C. Lengthening and installation of additional connections for ducts, conduits, control wiring, condensate pipes and similar mechanical and electrical work made necessary by roof replacement work shall be performed by the Contractor.
- D. Handle, store, and protect equipment and materials to prevent damage before and during installation.

END OF SECTION 230510

## SECTION 264100 – FACILITY LIGHTNING PROTECTION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: Lightning protection system.

#### 1.2 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
  1. UL 96 – Lightning Protection Components
  2. UL 96A – Installation Requirements for Lightning Protection Systems
  3. UI 497 – Protectors for Paired-Conductor Communications Circuits.
  4. UL 1449 – Surge Protective Devices.
  5. NFPA 780 – Standards for the Installation of Lightning Protection Systems
  6. LPI 175 – Standard of Practice for the Design – Installation – Inspection of Lightning Protection Systems

#### 1.3 SUBMITTALS

- A. Product Data: For each item specified in Part 2 of this section.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store in secure, dry location.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: East Coast Lightning Equipment, Inc., Harger, Inc. or approved substitute.
- B. Substitutions: Firms with following qualifications will be considered.
  1. UL-listing for lightning protection.
  2. Five years of experience on work of this size and type.
  3. Employee certified as Master Installer by Lightning Protection Institute.



## 2.2 INSTALLER

- A. Firms with following qualifications will be considered.
  - 1. Regularly engaged in installation of lightning protection systems.
  - 2. Five years of experience on work of this size and type.
  - 3. UL-listing for lightning protection.
  - 4. Employee certified as Master Installer by Lightning Protection Institute.

## 2.3 COMPONENTS

- A. Materials: Aluminum
- B. Main and Secondary Conductors to Match Existing:
  - 1. Conductors shall be in accordance with NFPA 780 and UL 96 for Class I.
- C. Thruroof Assemblies: PVC coated through structure assembly with solid riser bars and base plate by Harger Lightning and Grounding or approved equal.
- D. Cable Holder: 262 Series Adhesive Cable Holder as manufactured by Harger Lightning and Grounding or approved equal.
- E. Air Terminals:
  - 1. NFPA Class I solid, round aluminum with safety tips, unless otherwise indicated. Air terminals shall project 10-inches minimum above the object to be protected.
- F. Connectors to Match Existing:
  - 1. Clamp-type connectors for splicing conductors shall conform to UL 96, class as applicable, and, Class 2, style and size as required for the installation.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. After becoming familiar with all details of the work, verify all dimensions in the field, and advise the Owner of any discrepancy before performing the work. No departures shall be made without prior approval.

### 3.2 INTERGAL SYSTEM

- A. General Requirements
  - 1. Provide a lightning protection system consisting of air terminals, roof conductors, down conductors, ground connections, and grounds, electrically interconnected to form the shortest distance to ground. All conductors on the structures shall be exposed. Secondary

conductors shall interconnect with grounded metallic parts within the building. Interconnections made within side-flash distances shall be at or above the level of the grounded metallic parts.

2. Adhesive cable holders shall be installed at +/- 18-inches on center with compatible adhesive.
3. Provide 8-inch x 8-inch protection sheet welded to the roof membrane beneath each cable holder.

END OF SECTION 264101

# ROOF REPLACEMENT - SECTION A

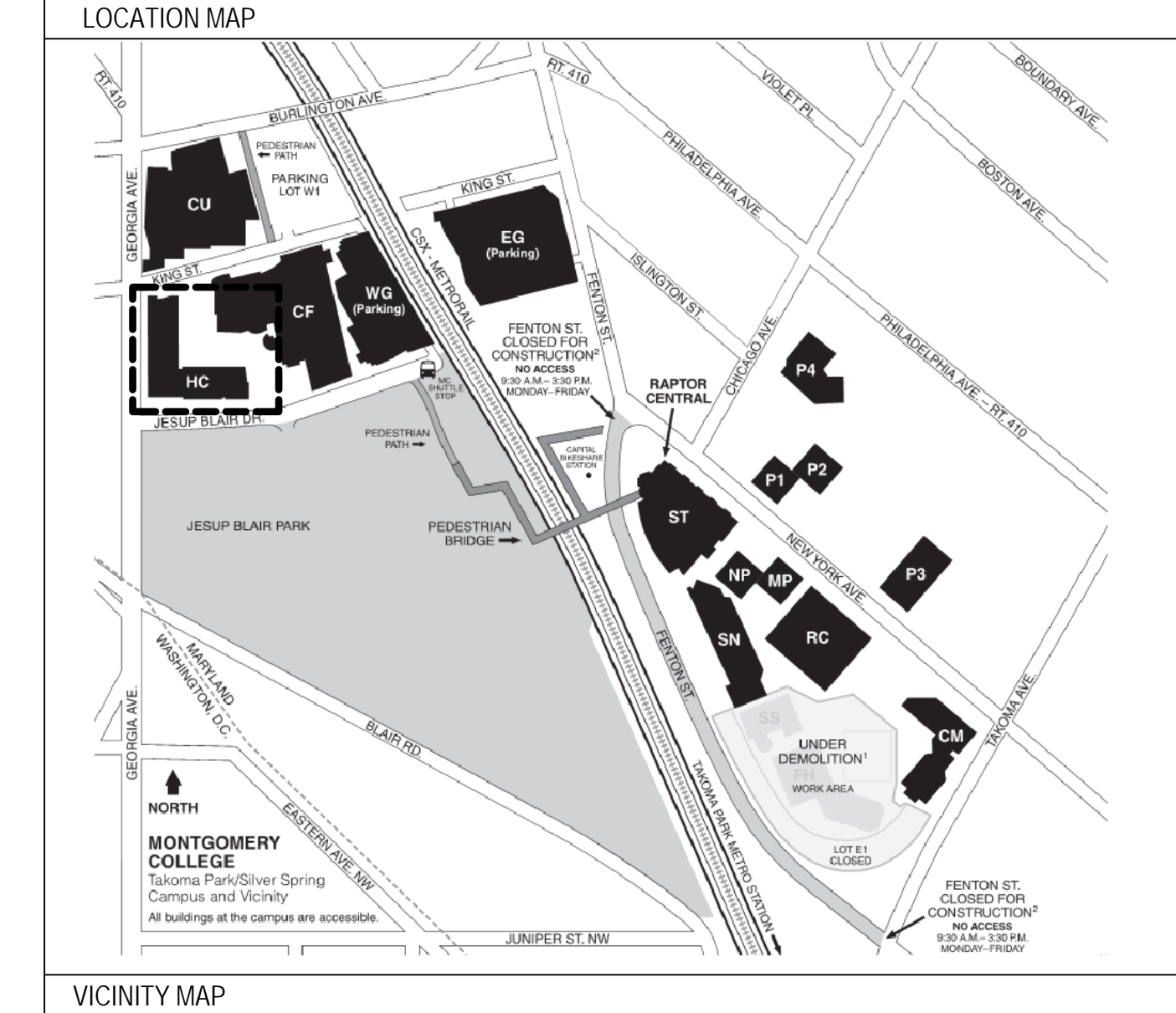
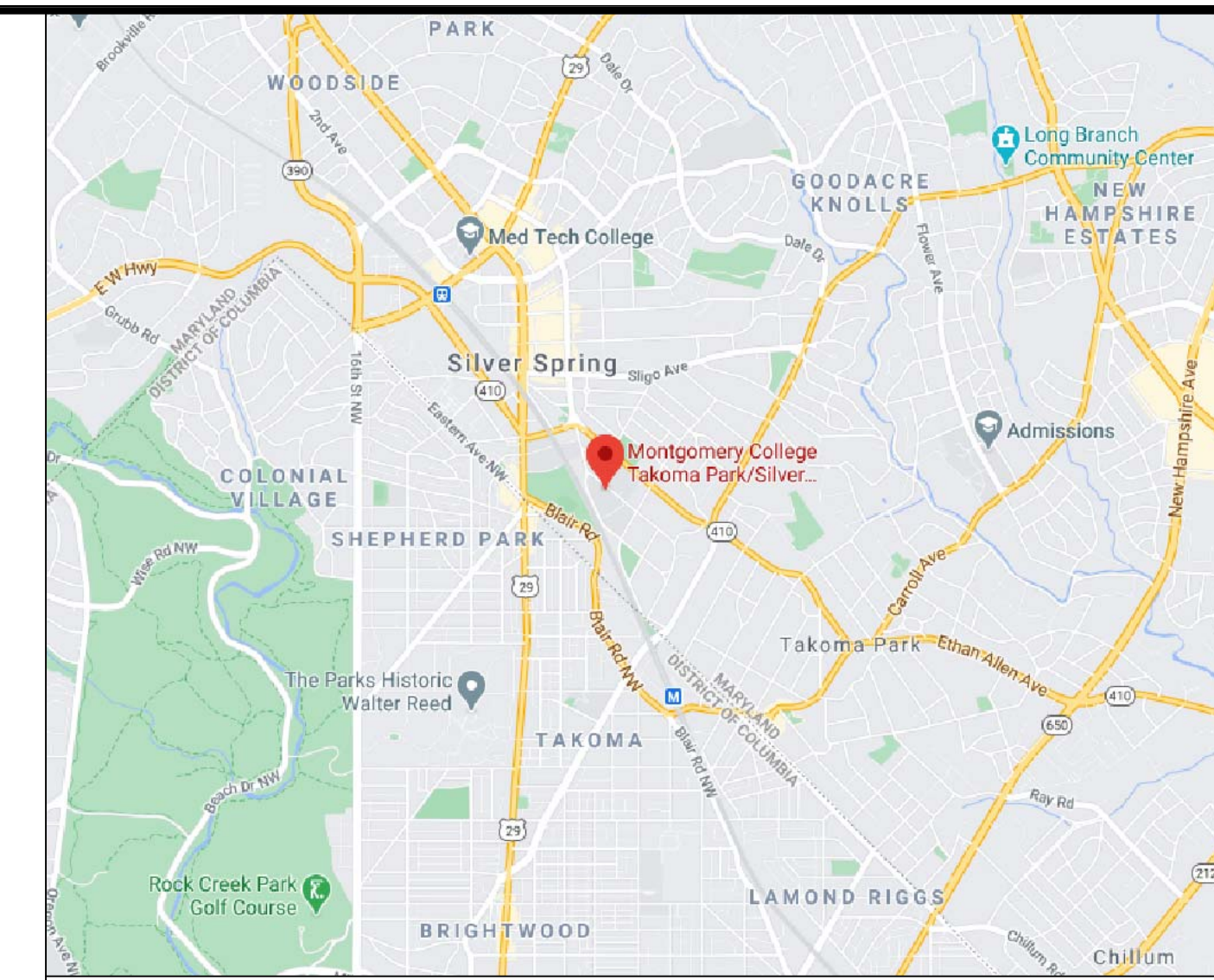
## HEALTH SCIENCES CENTER

### MONTGOMERY COLLEGE - TAKOMA PARK/SILVER SPRING CAMPUS

7600 TAKOMA AVENUE  
TAKOMA PARK, MARYLAND 20912

RFP#: E621-009  
PROJECT #: FP 21-037

PREPARED FOR  
MONTGOMERY COLLEGE  
9221 CORPORATE BOULEVARD  
ROCKVILLE, MARYLAND 20850



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PROJECT	OWNER
ROOF REPLACEMENT - SECTION A MONTGOMERY COLLEGE - TAKOMA PARK 7600 TAKOMA AVENUE TAKOMA PARK, MARYLAND 20912	MONTGOMERY COLLEGE 9221 CORPORATE BOULEVARD ROCKVILLE, MARYLAND 20850

DRAWING NO	TITLE
G-001	COVER SHEET
G-002	STANDARD ABBREVIATIONS, LEGEND, SYMBOLS AND GENERAL NOTES
G-003	TYPICAL FLASHING CONFIGURATIONS
A-101	ROOF AREA PLAN - EXISTING CONDITIONS
A-102	ROOF AREA PLAN - NEW CONSTRUCTION
A-201	ELEVATIONS
A-401	STAGING/INSULATION CRICKET PLAN
A-501	DETAILS - EXISTING CONDITIONS
A-502	DETAILS - NEW CONSTRUCTION
A-503	DETAILS - NEW CONSTRUCTION
A-504	DETAILS - NEW CONSTRUCTION
A-505	SHEET METAL ISOMETRIC DETAILS
PH-01	PHOTOS

#### CODE ANALYSIS AND SUMMARY

**APPLICABLE CODES**

- 2018 INTERNATIONAL BUILDING CODE (IBC) WITH LOCAL AMENDMENTS
- 2018 INTERNATIONAL MECHANICAL CODE (IMC) WITH LOCAL AMENDMENTS
- 2018 NATIONAL STANDARD PLUMBING CODE (NSPC) WITH LOCAL AMENDMENTS
- 2017 NATIONAL ELECTRIC CODE (NEC) WITH LOCAL AMENDMENTS
- 2018 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) WITH LOCAL AMENDMENTS
- 2018 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101 LIFE SAFETY CODE
- 2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) WITH LOCAL AMENDMENTS

**APPLICABLE GUIDELINES**

- NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA)
- AMERICAN SOCIETY OF HEATING, REFRIGERATION AND AIR-CONDITIONING ENGINEERS (ASHRAE)
- AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

**WALL PANEL DESIGN PARAMETERS (IN ACCORDANCE WITH ASCE 7-10 ASD PROCEDURES)**  
BASIC WIND SPEED - 120 MPH

DESIGN WIND PRESSURES (PSF):	(-)	(+)
ZONE 1	23.6	10.5
ZONE 2	54.3	10.5
ZONE 3	74.0	10.5
ZONE 4	28.1	25.8
ZONE 5	34.6	25.8

**SUMMARY OF WORK:**

REMOVE EXISTING ROOF SYSTEM DOWN TO THE ROOF DECK AND PROVIDE A NEW 2 PLY SBS ROOF SYSTEM WITH MINIMUM R-30 INSULATION.

1	3/29/2021	RFP SUBMISSION	MLF
NO.	DATE	DESCRIPTION	BY
PROJECT NO.	656266		
CADD FILE	656266.Gdx		
DESIGNED BY	EDE		
DRAWN BY	MLF		
CHECKED BY	SJB		
DATE	3/29/2021		
DRAWING SCALE	NONE		
GRAPHIC SCALE			
SHEET TITLE			
COVER SHEET			
DRAWING NO.			G-001

**STANDARD LEGEND**

NOTE: NOT ALL SYMBOLS NECESSARILY USED

	ROOF EDGE
	EXPANSION JOINT
	PARAPET
	GUTTER WITH DOWNSPOUT
	RIDGE LINE
	CONDUIT
	CONDENSATE DRAIN LINE
	CHILLED WATER LINE
	CONDENSER UNIT
	CHIMNEY
	FAN
	ACCESS HATCH
	SKYLIGHT
	VENT
	ROOF TOP MECHANICAL UNIT
	GOOSENECK
	ELECTRIC FIELD VECTOR MAPPING UNIT
	MAIN ENTRANCE
	HOT PIPE
	PIPE PENETRATION
	VENT PIPE
	LADDER WITH CAGE
	LADDER
	LIGHT
	SQUARE PIPE PENETRATION
	ROOF DRAIN
	AUGMENTING ROOF DRAIN
	OVERFLOW ROOF DRAIN
	SCUPPER WITH CONDUCTOR HEAD AND DS
	OVERFLOW SCUPPER
	VERTICAL SEALANT JOINT
	ROOF ACCESS DOOR
	ANTENNA
	SATELLITE DISH
	STRUCTURAL SLOPE
	LIGHTNING PROTECTION GROUND
	SLEEPER CURB
	LIFE LINE TIE-OFF

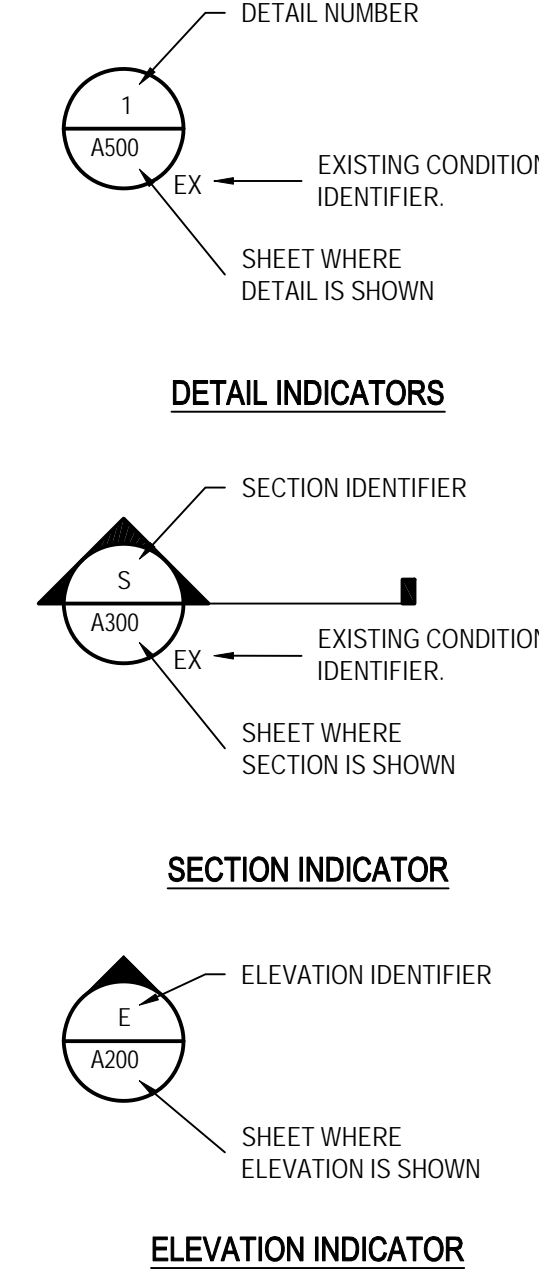
**STANDARD ABBREVIATIONS**

NOTE: NOT ALL ABBREVIATIONS NECESSARILY USED

AIR CONDITIONER	AC	CONCRETE	CONC
AREA DRAIN	AD	CONTINUOUS COVER	CCV
ALUMINUM	AL	CEMENTITIOUS WOOD FIBERBOARD	CWF
BASE FLASHING	BF	DOWNSPOUT	DS
BUILDING	BLDG	ELEVATION	EL
BRICK MASONRY UNIT	BMU	ETHYLENE PROPYLENE DIENE MONOMER	EPDM
BUILT-UP ROOFING	BUR	EQUAL	EQ
COUNTERFLASHING	CF	EXTERIOR INSULATION FINISH SYSTEM	EIFS
CLADDING	CLDG	EXPANSION JOINT	EJ
CLEAT	CLT	EXISTING	EX
CONCRETE MASONRY UNIT	CMU	EXTERIOR FIRE RETARDANT TREATED FASTENER	FRT FSTNR
CONCRETE	CONC	FOOT	FT
CONTINUOUS COVER	CCV	FULLY ADHERED GLAZING	GL
CEMENTITIOUS WOOD FIBERBOARD	CWF	GYPSUM	GYP
DOWNSPOUT	DS	INCH	IN
ELEVATION	EL	INTERIOR INSULATION	INT INSUL
ETHYLENE PROPYLENE DIENE MONOMER	EPDM	LADDER	LAD
EQUAL	EQ	LIGHTNING LIGHTWEIGHT CONCRETE	LT WT LWC
EXTERIOR INSULATION FINISH SYSTEM	EIFS	MAXIMUM MECHANICAL MEMBRANE	MAX MECH MEMB
EXPANSION JOINT	EJ	MINIMUM METAL	MIN MTL
EXISTING	EX	NOT APPLICABLE	NA
EXTERIOR FIRE RETARDANT TREATED FASTENER	FRT FSTNR	NOT IN CONTRACT	NIC
FOOT	FT	NUMBER	NO
FULLY ADHERED GLAZING	GL	NOMINAL	NOM
GYPSUM	GYP	NOT TO SCALE	NTS
INCH	IN	ON CENTER	O.C.
INTERIOR INSULATION	INT INSUL	OPPOSITE HAND	OH
LADDER	LAD	PLYWOOD	PLYWD
LIGHTNING LIGHTWEIGHT CONCRETE	LT WT LWC	ROOF DRAIN	RD
MAXIMUM MECHANICAL MEMBRANE	MAX MECH MEMB	ROUGH OPENING	RO
MINIMUM METAL	MIN MTL	ROOF TOP UNIT	RTU
NOT APPLICABLE	NA	SELF-ADHERING MODIFIED BITUMEN	SAMB
NOT IN CONTRACT	NIC	SIMILAR	SIM
NUMBER	NO	SLEEVE	SLV
NOMINAL	NOM	SHEET METAL	SM
NOT TO SCALE	NTS	STANDING SEAM (ROOF)	SS
ON CENTER	O.C.	STAINLESS STEEL	SST
OPPOSITE HAND	OH	STEEL	STL
PLYWOOD	PLYWD	STRUCTURAL TO REMAIN	STRUC TR
ROOF DRAIN	RD	TYPICAL	TYP
ROUGH OPENING	RO	VERIFY IN FIELD	VIF
ROOF TOP UNIT	RTU	WOOD	WD
SELF-ADHERING MODIFIED BITUMEN	SAMB	WINDOW	WDW
SIMILAR	SIM	WOODFIBER BOARD	WF
SLEEVE	SLV		
SHEET METAL	SM		
STANDING SEAM (ROOF)	SS		
STAINLESS STEEL	SST		
STEEL	STL		
STRUCTURAL TO REMAIN	STRUC TR		
TYPICAL	TYP		
VERIFY IN FIELD	VIF		
WOOD	WD		
WINDOW	WDW		
WOODFIBER BOARD	WF		

**STANDARD SYMBOLS**

NOTE: NOT ALL SYMBOLS NECESSARILY USED



**STANDARD HATCH PATTERNS**

NOTE: NOT ALL HATCH PATTERNS NECESSARILY USED

	FIBERGLASS BATT INSULATION
	CELLULAR FOAM INSULATION
	CEMENTITIOUS WOODFIBER BOARD
	CONCRETE
	GYPSUM BOARD/DECK
	ISOCYANURATE INSULATION
	WOOD FIBERBOARD INSULATION
	PERLITE

**GENERAL NOTES**

**DEMOLITION NOTES**

- THE INFORMATION SHOWN ON THE DRAWINGS HAS BEEN COMPILED FROM VARIOUS SOURCES, AND MAY NOT REFLECT THE ACTUAL CONDITIONS AT THE TIME OF CONSTRUCTION.
- THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND REQUIREMENTS PERTAINING TO THIS PROJECT.
- JOB SITE SAFETY, INCLUDING THE SAFETY OF THE CONTRACTOR'S EMPLOYEES, OCCUPANTS, PEDESTRIANS AND OWNERS REPRESENTATIVES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THE BUILDING MAY BE OCCUPIED DURING CONSTRUCTION. IN NO CASE SHALL WORK BE COMPLETED OVER BUILDING OCCUPANTS. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO INTERIOR ELEMENTS AND TO PROTECT OCCUPANTS. COORDINATE AND SCHEDULE WORK LOCATIONS IN ADVANCE WITH THE OWNER. SCHEDULE AND EXECUTE WORK TO MINIMIZE NOISE INTERRUPTIONS.
- CONTRACTOR SETUP LOCATIONS SHALL BE AS INDICATED BY THE OWNER DURING THE PRE CONSTRUCTION MEETING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEGREGATING THE WORK AREA IMMEDIATELY BELOW AND ADJACENT TO THE WORK AREA. THE CONTRACTOR SHALL COVER ALL INTERIOR ITEMS INCLUDING FLOORS AND EQUIPMENT PRIOR TO DEMOLITION. ONCE REMOVAL IS COMPLETE FOR THE DAY, THE PLASTIC COVERINGS SHALL BE REMOVED AND THE INTERIOR AREAS CLEANED. CLEANING SHALL INCLUDE, BUT NOT BE LIMITED TO, SWEEPING OF FLOORS AND DUST REMOVAL FROM THE TOPS OF LIGHT FIXTURES AND EQUIPMENT WHERE ACCESSIBLE.
- THE CONTRACTOR SHALL REPORT DETERIORATED OR UNSUITABLE ROOF DECK OR SUBSTRATE COMPONENTS TO THE OWNER PRIOR TO PERFORMING ROOFING INSTALLATION WORK.
- REMOVE AND DISPOSE OF EXISTING ROOF SYSTEM AND ALL ASSOCIATED MATERIALS DOWN TO THE STRUCTURAL DECK UNLESS OTHERWISE INDICATED ON THE DETAIL DRAWINGS TO REMAIN. REMOVE AND DISPOSE OF ALL ITEMS TO INCLUDE DRAINS, WOOD BLOCKING AND APPURTENANCES SCHEDULED TO BE REMOVED.
- PROVIDE TEMPORARY OVERHEAD PROTECTION AT THE MAIN ENTRANCE AND AT OTHER LOCATIONS AS NECESSARY TO PROVIDE UNINTERRUPTED ACCESS TO BUILDING.
- REMOVALS SHALL BE PERFORMED IN ACCORDANCE WITH THE SUBMITTED AND APPROVED REMOVAL PLAN, THE DETAIL DRAWINGS AND SPECIFICATIONS.
- REMOVE ALL ABANDONED EQUIPMENT, CONDUIT AND CURBS AND ENCLOSE OPENINGS UNLESS SPECIFICALLY INDICATED TO REMAIN.

**REPLACEMENT NOTES**

- FOR THE SAKE OF CLARITY, EACH INDIVIDUAL DETAIL ON THE ROOF PLANS HAS NOT BEEN INDICATED. EXISTING AND NEW DETAILS HAVE BEEN INDICATED FOR TYPICAL COMPONENTS AT RANDOM LOCATIONS.
- COMPONENTS SHOWN ON THE DETAIL DRAWINGS SHALL BE NEW UNLESS SPECIFICALLY INDICATED AS EXISTING.
- ITEMS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS APPLICABLE TO THE PROJECT.
- FOR THE SAKE OF CLARITY, SECUREMENT FASTENERS ARE NOT SHOWN ON THE DRAWING. REFER TO SPECIFICATIONS FOR FASTENER TYPES AND SPACING.
- ANY DISCREPANCIES ON THE DRAWINGS NOTED BY THE CONTRACTOR SHALL BE BROUGHT TO THE OWNERS ATTENTION PRIOR TO BID SUBMISSION.
- ITEMS OF CONSTRUCTION SHALL BE 100% WATERTIGHT ON A DAILY BASIS. REMOVE ONLY AS MUCH MATERIAL AS CAN BE MADE WATERTIGHT ON THE SAME DAY OF WORK.
- FLASHING AND STRIPPING CONFIGURATIONS SHOWN ON THE ARCHITECTURAL DRAWING SHEETS ARE PROVIDED TO CONVEY GENERAL FLASHING AND STRIPPING CONFIGURATIONS. REFER TO THE GENERAL SHEETS AND THE SPECIFICATIONS FOR SPECIFIC CONFIGURATIONS AND REQUIREMENTS.
- DETAILS NOT DEPICTED SHALL BE CONSTRUCTED IN A MANNER CONSISTENT WITH THE DETAIL DRAWINGS.
- IF THERE IS A POTENTIAL HAZARDOUS MATERIAL ENCOUNTERED DURING THE COURSE OF WORK THAT IS NOT IDENTIFIED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR WILL STOP WORK IMMEDIATELY AND CONTACT THE OWNER WHO IS TO MAKE A DETERMINATION IF THE MATERIAL IS HAZARDOUS.
- ALL DUMPSTERS MUST BE AT LEAST 15 FEET FROM THE BUILDING UNLESS EMPTIED AT THE END OF EACH WORK DAY.
- MATERIALS MAY NOT BE STORED CLOSER THAN 15 FEET FROM BUILDINGS AND MAY NOT BE PLACED IN FRONT OF EXITS OR ANY FIRE PROTECTION EQUIPMENT. REFUELING OF GASOLINE POWERED EQUIPMENT WILL NOT BE PERMITTED ON THE ROOF. GASOLINE MUST BE STORED IN UL LISTED AND APPROVED CONTAINERS.
- DISCONNECT, REMOVE, STORE, PROTECT AND REINSTALL EXISTING ROOFTOP EQUIPMENT AND ASSOCIATED MECHANICAL/ELECTRICAL PENETRATIONS AND CONDUIT TO PROPERLY INSTALL REPLACEMENT ROOF SYSTEMS AND PROVIDE MINIMUM SPECIFIED FLASHING HEIGHTS. THE CONTRACTOR SHALL "LOCK-OUT" ALL MECHANICAL ELECTRICAL EQUIPMENT, INCLUDING HVAC EQUIPMENT, PRIOR TO INITIATING WORK.



Gale Associates, Inc.  
Engineers, Architects, Planners

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Massachusetts Maryland Connecticut  
Virginia New Hampshire Florida

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License No. 38513, Expiration Date: 3.29.23

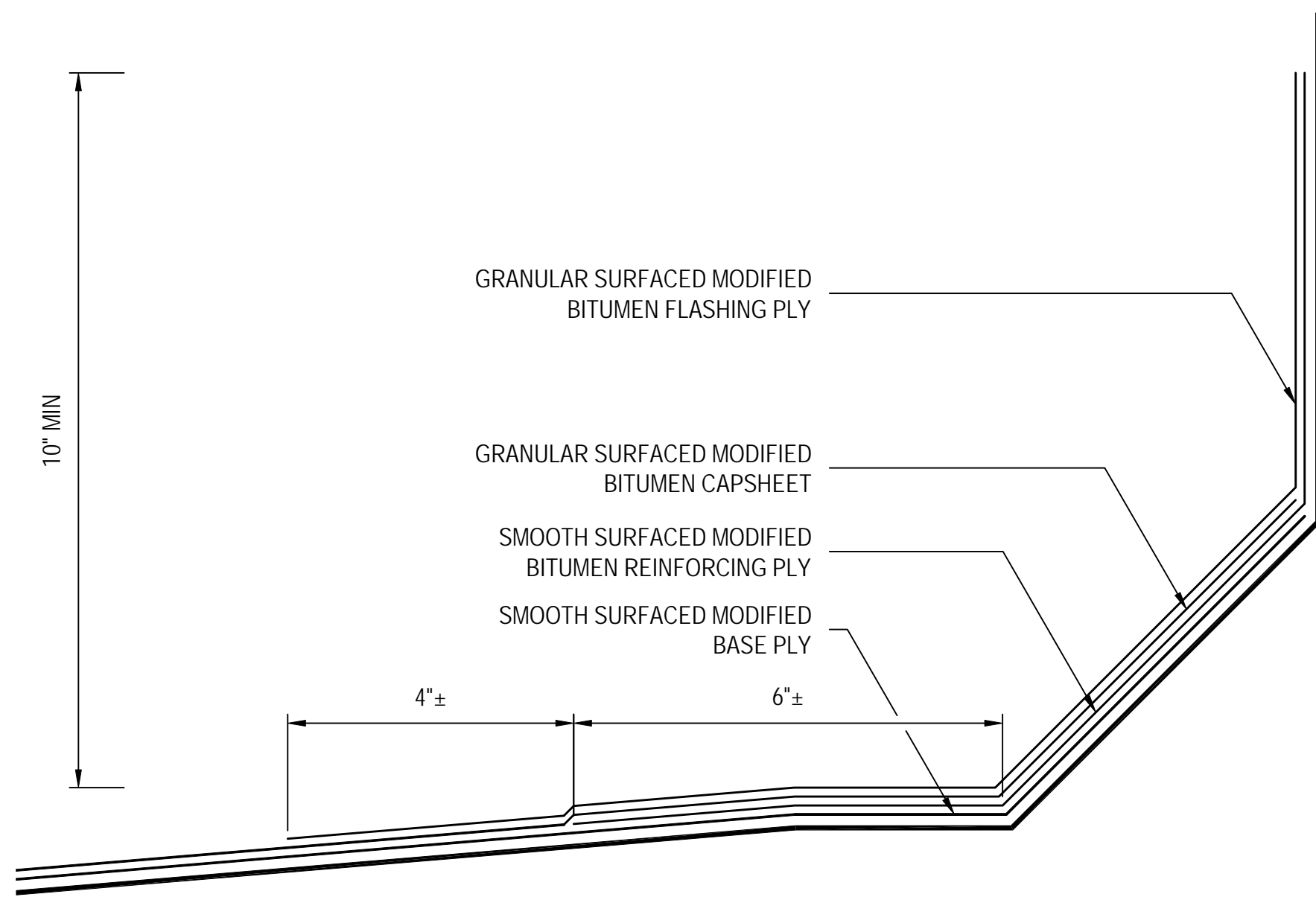
PROJECT	
ROOF REPLACEMENT - SECTION A	
MONTGOMERY COLLEGE - TAKOMA PARK	
7600 TAKOMA AVENUE	
TAKOMA PARK, MARYLAND 20912	
OWNER	MONTGOMERY COLLEGE
	9221 CORPORATE BOULEVARD
	ROCKVILLE, MARYLAND 20850

NO.	DATE	DESCRIPTION	BY
1	3/29/2021	RFP SUBMISSION	MLF
PROJECT NO.		656266	
CADD FILE		656266.Gdx	
DESIGNED BY		EDE	
DRAWN BY		MLF	
CHECKED BY		SJB	
DATE		3/29/2021	
DRAWING SCALE		NONE	

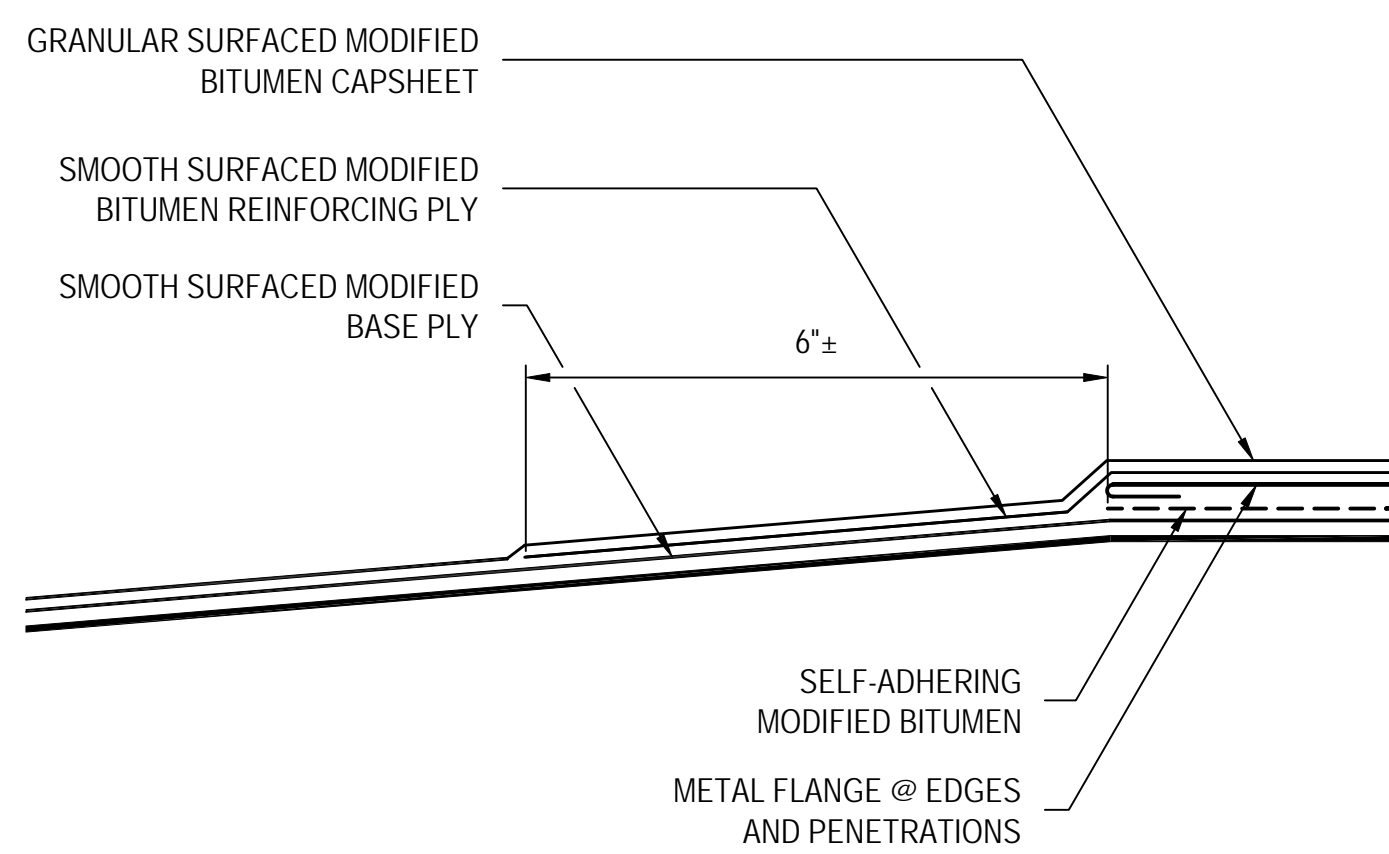
GRAPHIC SCALE  
SHEET TITLE

**STANDARD ABBREVIATIONS, LEGEND, SYMBOLS AND GENERAL NOTES**

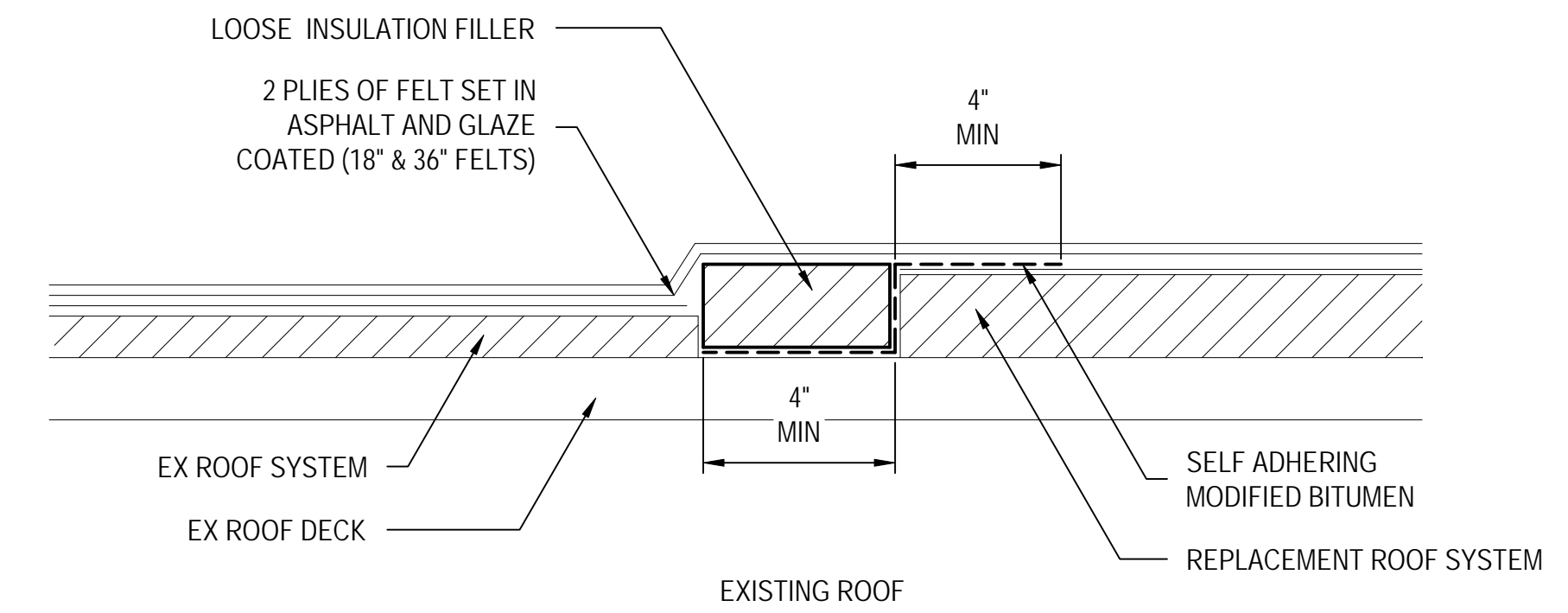
DRAWING NO.
G-002



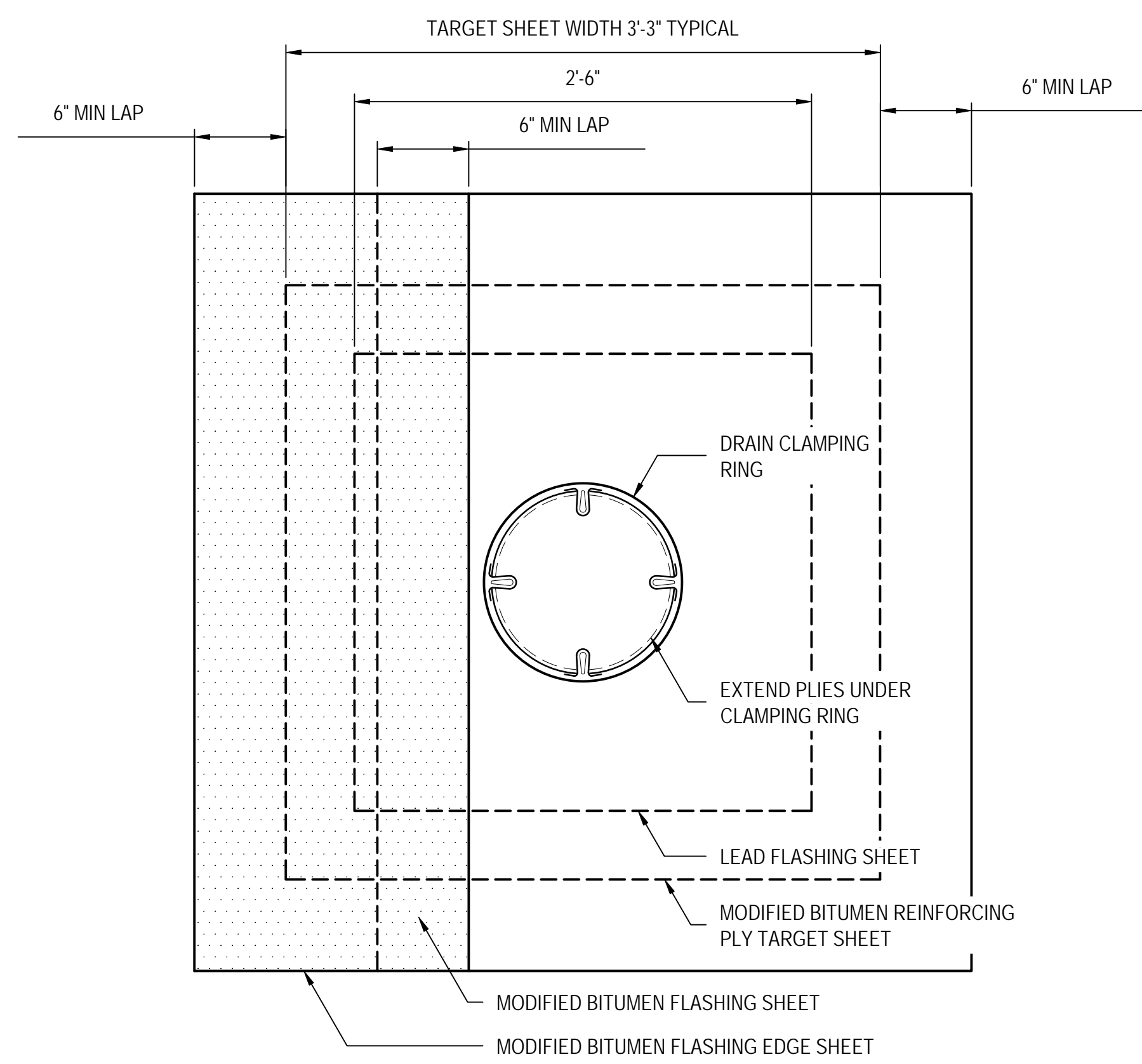
1 TYPICAL 2-PLY MODIFIED BASE FLASHING  
SCALE: 6"=1'



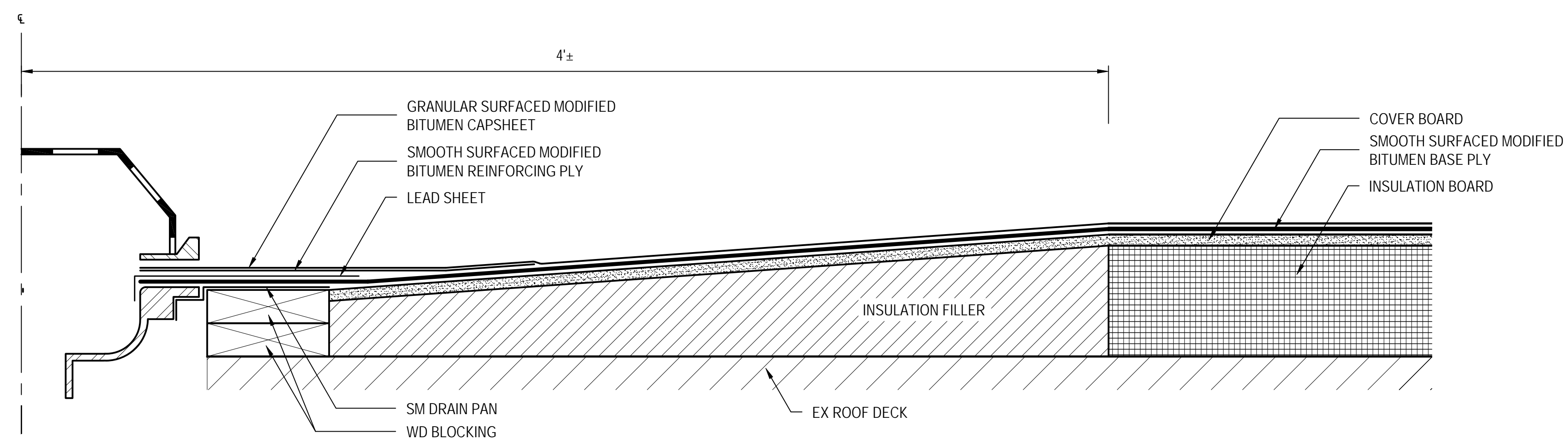
2 TYPICAL 2-PLY MODIFIED STRIP FLASHING  
SCALE: 6"=1'



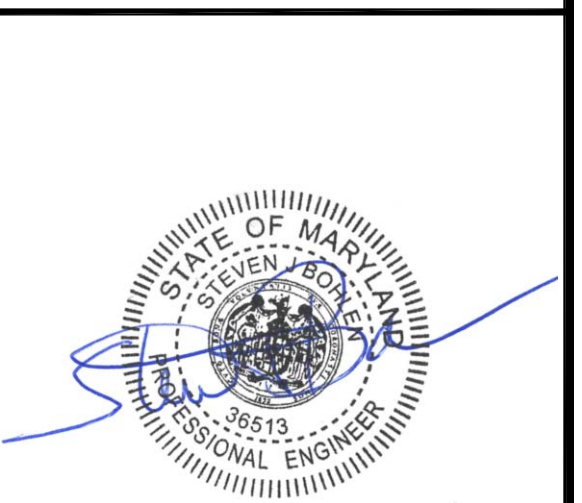
3 TYPICAL TEMPORARY TIE-IN CONSTRUCTION  
SCALE: NOT TO SCALE



4 TYPICAL BUILT-UP DRAIN FLASHING  
SCALE: 1-1/2"=1'



5 TYPICAL DRAIN SUMP  
SCALE: 3"=1'



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PROJECT	OWNER
ROOF REPLACEMENT - SECTION A MONTGOMERY COLLEGE - TAKOMA PARK 7600 TAKOMA AVENUE TAKOMA PARK, MARYLAND 20912	MONTGOMERY COLLEGE 9221 CORPORATE BOULEVARD ROCKVILLE, MARYLAND 20850

NO.	DATE	DESCRIPTION	BY
1	3/29/2021	RFP SUBMISSION	MLF
PROJECT NO.	656266		
CADD FILE	656266.G03		
DESIGNED BY	EDE		
DRAWN BY	MLF		
CHECKED BY	SJB		
DATE	3/29/2021		
DRAWING SCALE	AS NOTED		

TYPICAL FLASHING CONFIGURATIONS

DRAWING NO.  
G-003



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PROJECT  
ROOF REPLACEMENT - SECTION A  
MONTGOMERY COLLEGE - TAKOMA PARK  
7600 TAKOMA AVENUE  
TAKOMA PARK, MARYLAND 20912

OWNER  
MONTGOMERY COLLEGE  
9221 CORPORATE BOULEVARD  
ROCKVILLE, MARYLAND 20850

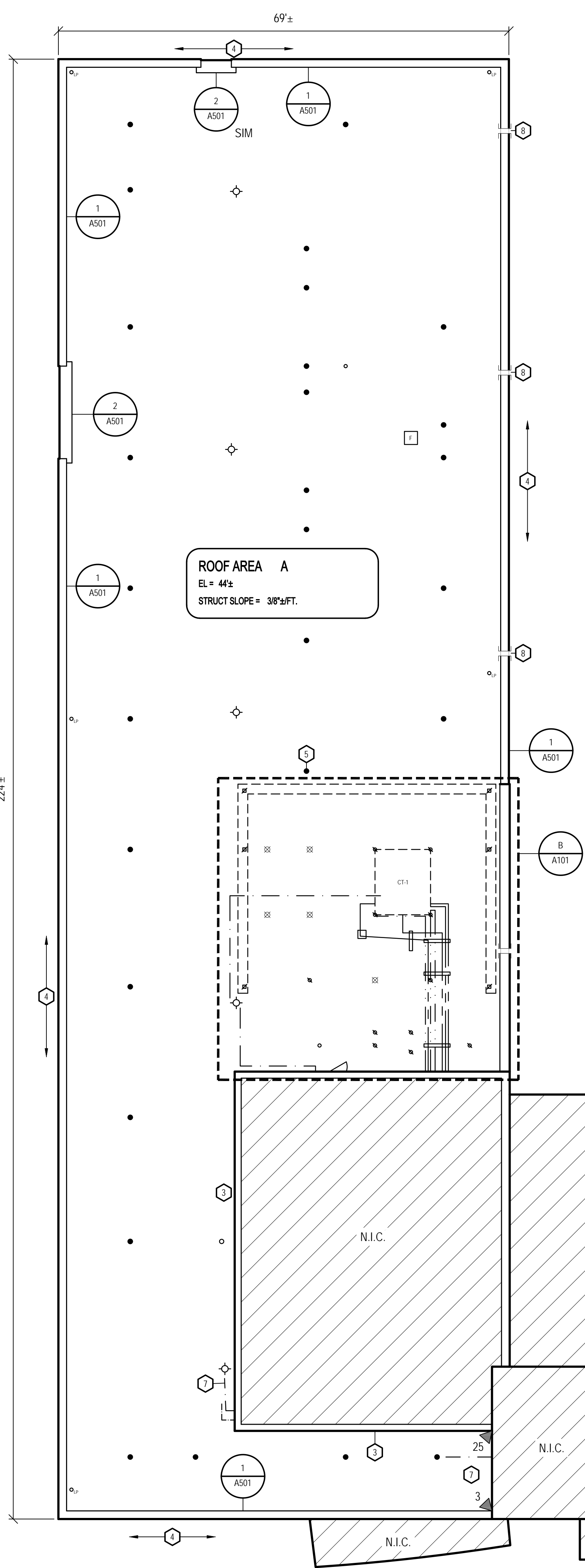
NO.	DATE	DESCRIPTION	BY
1	3/29/2021	RFP SUBMISSION	MLF
PROJECT NO. 656266			
CADD FILE 656266-A1x			
DESIGNED BY EDE			
DRAWN BY MLF			
CHECKED BY SJB			
DATE 3/29/2021			
DRAWING SCALE AS NOTED			
GRAPHIC SCALE			

SHEET TITLE

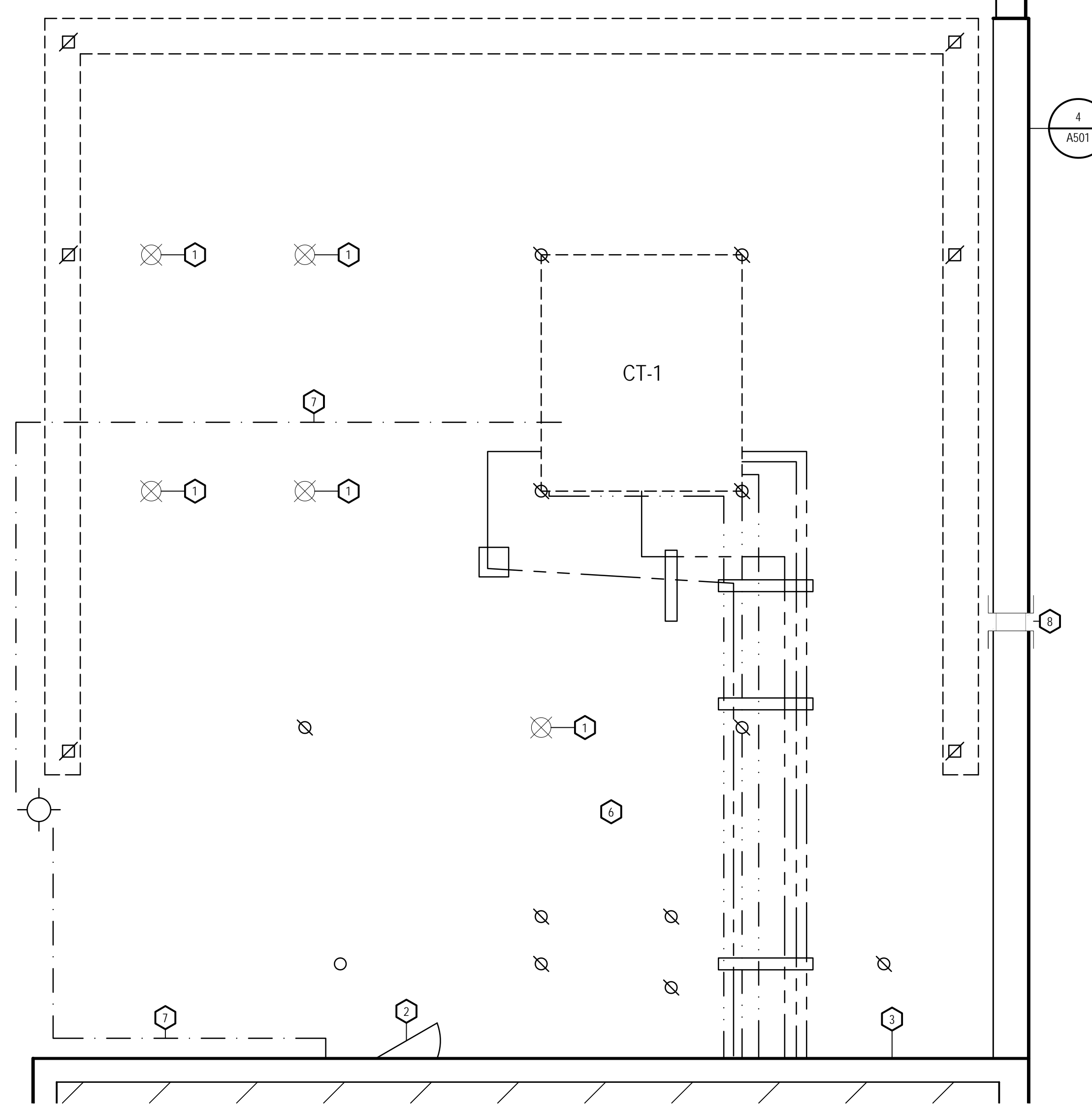
ROOF AREA PLAN EXISTING CONDITIONS

DRAWING NO.

A-101



**ROOF AREA PLAN - EXISTING CONDITIONS**  
SCALE: 3/32" = 1'  
NORTH



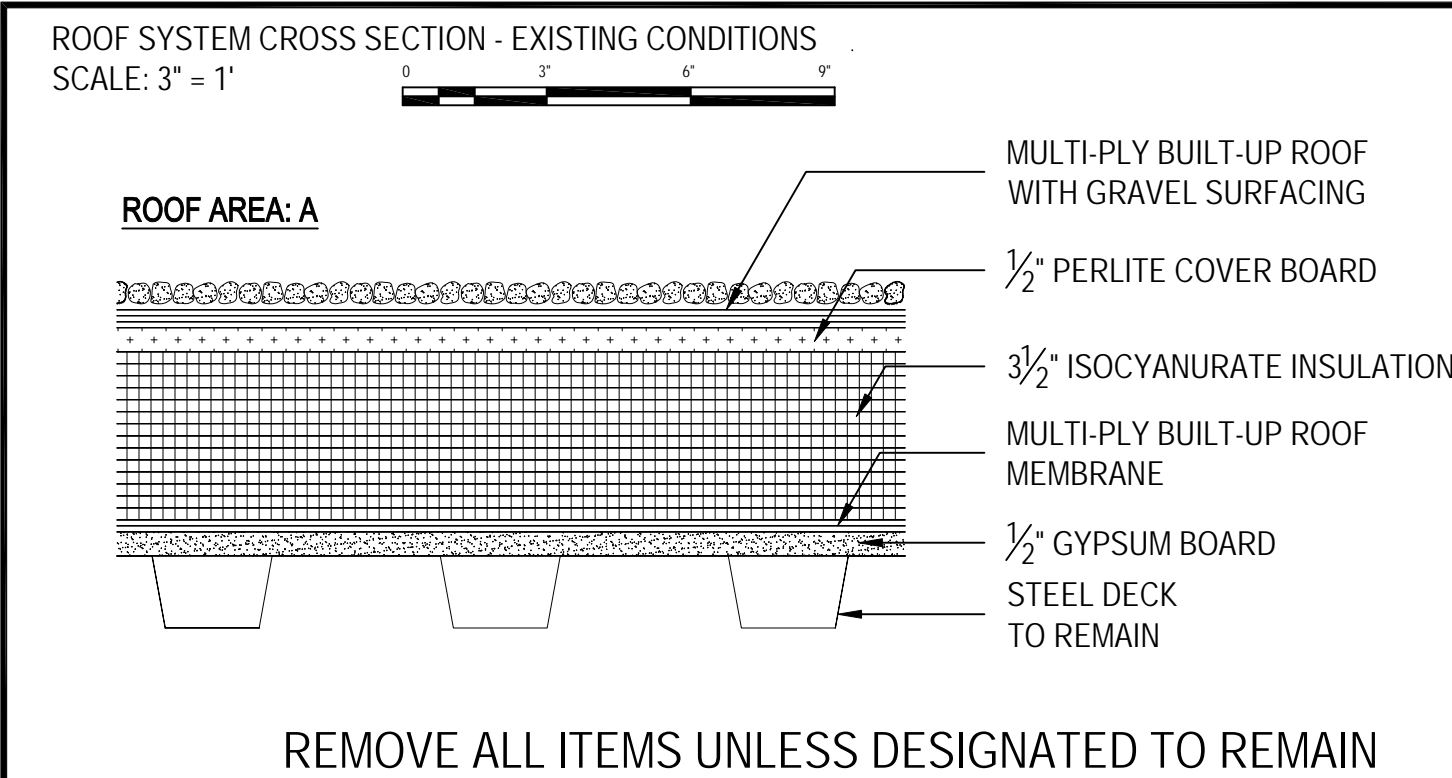
**SCREEN WALL AREA**  
SCALE: 1/4" = 1'  
NORTH

**LEGEND**

▶	REMOVE AND REPLACE EXISTING VERTICAL SEALANT JOINT. SEE DETAIL 3/A504.
---	--

**KEYNOTES**

1	REMOVE ABANDONED STEEL SUPPORT.
2	ROOF ACCESS DOOR TO BE TRIMMED AS REQUIRED TO ALLOW FOR NEW THRESHOLD HEIGHT.
3	LIFE LINE WALL ANCHORS TO REMAIN. TYPICAL OF 6. SEE DETAIL 3/A501.
4	LIGHTNING PROTECTION TO BE REMOVED. GROUND LOOP TO BE TESTED PRIOR TO REMOVAL.
5	REMOVE LIFE LINE TIE-OFF ANCHOR AND CUT FLUSH WITH DECK.
6	TEMPORARILY SUPPORT CONDUIT AND CHILLED WATER PIPING.
7	REMOVE AND DISPOSE OF CONDENSATE LINE/ROOF DRAIN LINE.
8	REMOVE EXISTING SCUPPERS AND PROVIDE BRICK INFILL. TYPICAL OF 4.





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PROJECT  
ROOF REPLACEMENT - SECTION A  
MONTGOMERY COLLEGE - TAKOMA PARK  
7600 TAKOMA AVENUE  
TAKOMA PARK, MARYLAND 20912

OWNER  
MONTGOMERY COLLEGE  
9221 CORPORATE BOULEVARD  
ROCKVILLE, MARYLAND 20850

NO.	DATE	DESCRIPTION	BY
1	3/29/2021	RFP SUBMISSION	MLF
PROJECT NO. 656266			
CADD FILE 656266.A1x			
DESIGNED BY EDE			
DRAWN BY MLF			
CHECKED BY SJB			
DATE 3/29/2021			
DRAWING SCALE AS NOTED			

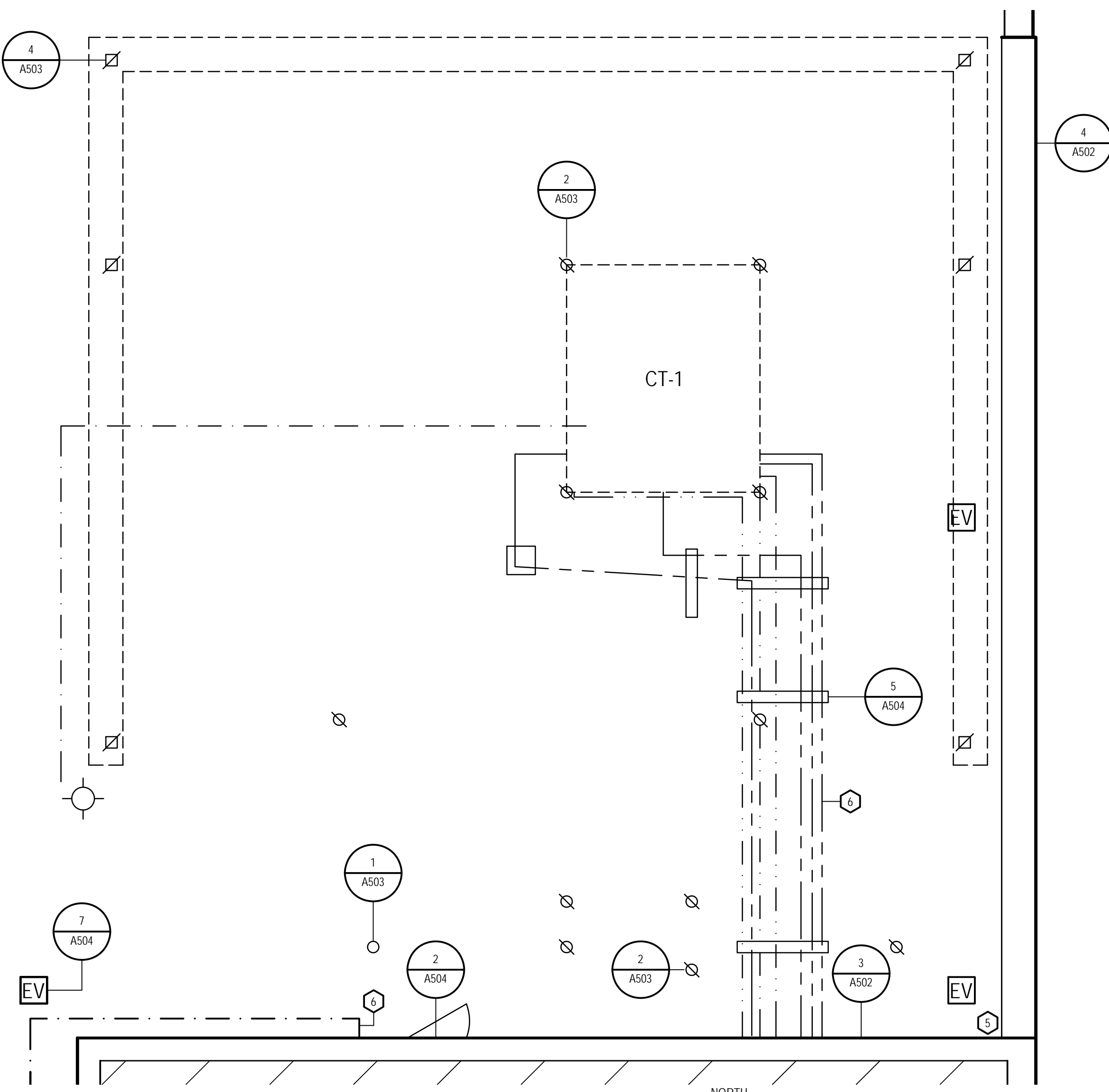
GRAPHIC SCALE

SHEET TITLE

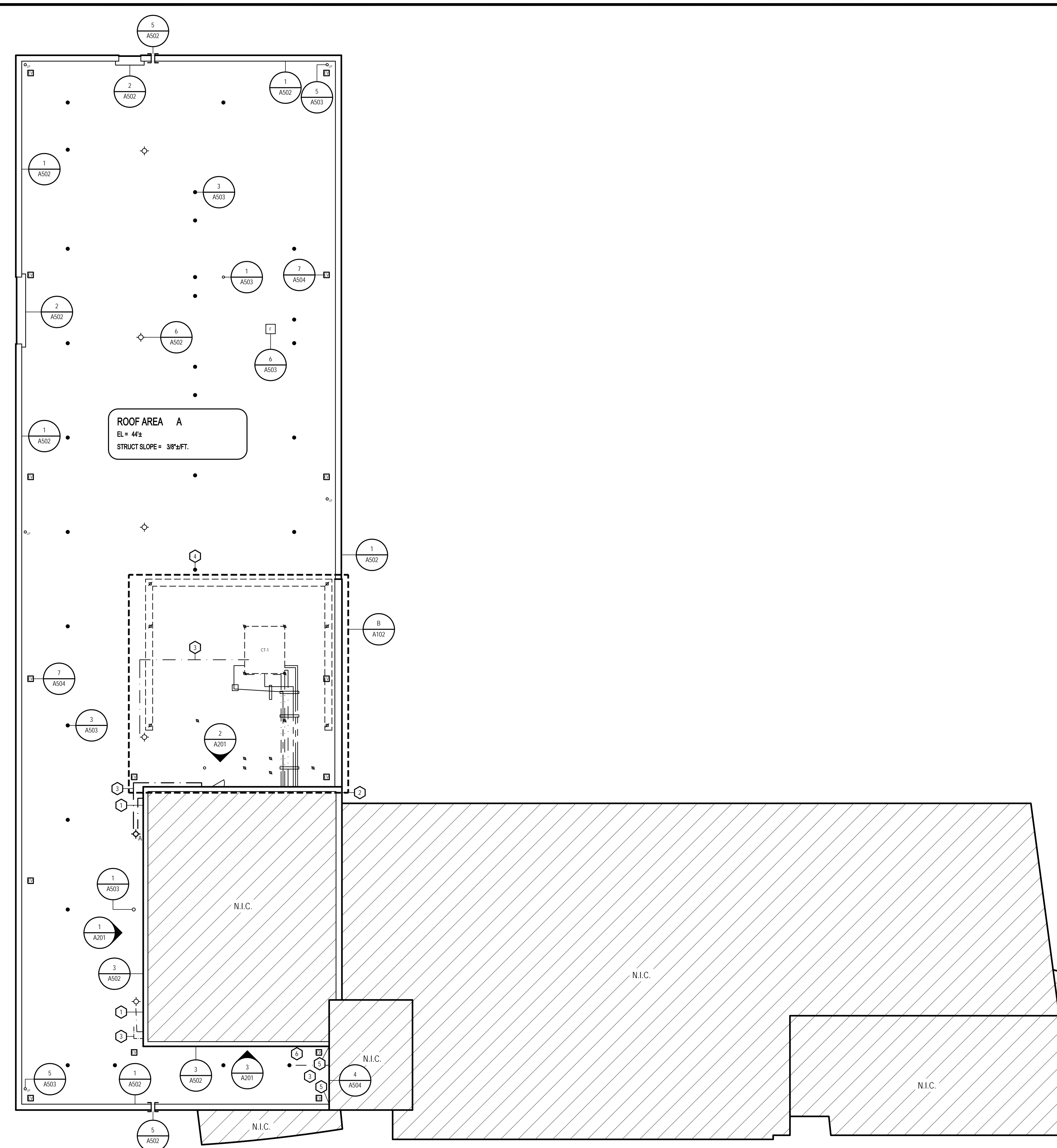
ROOF AREA PLAN  
NEW  
CONSTRUCTION

DRAWING NO.

A-102

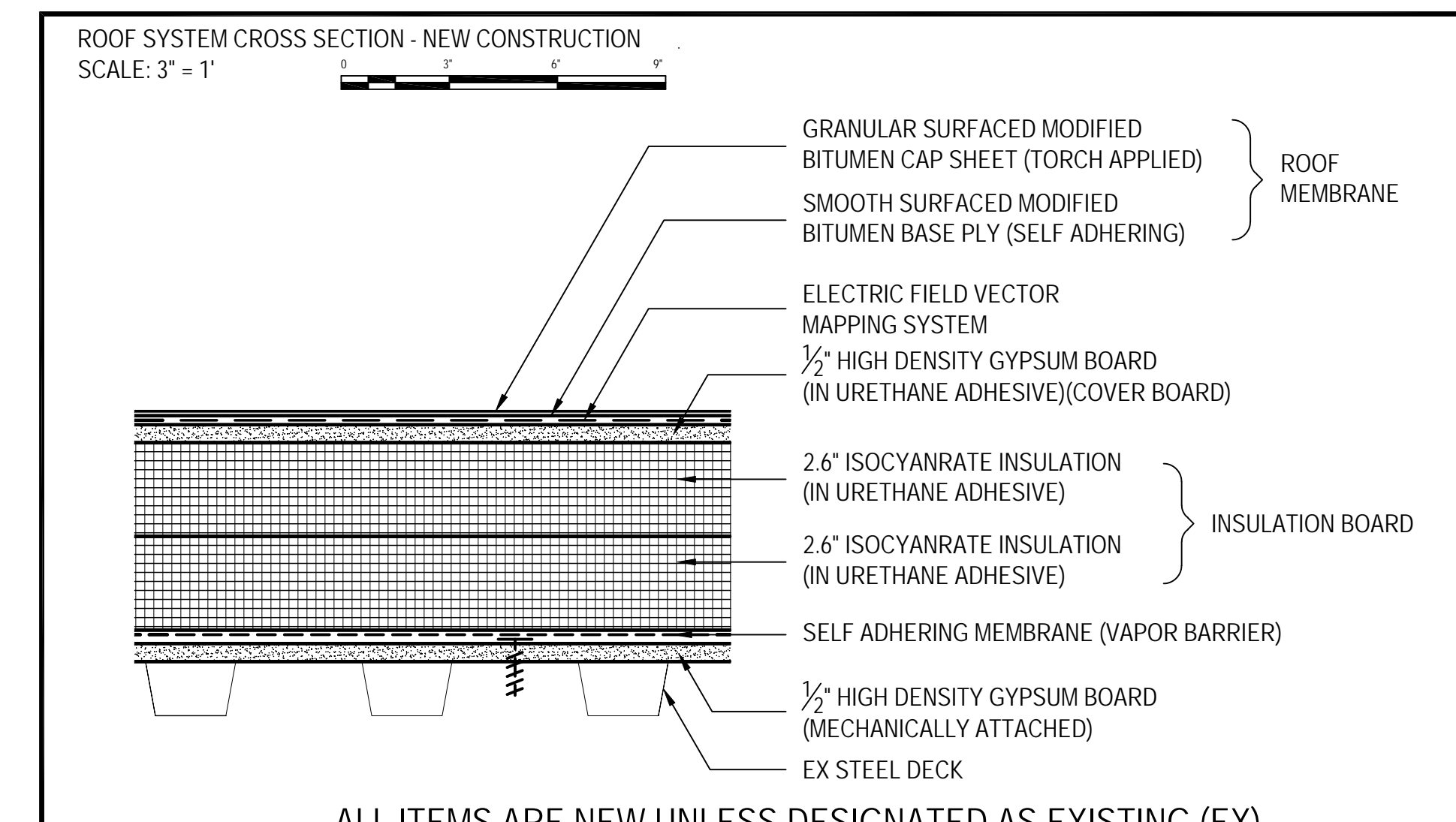


SCREEN WALL AREA  
SCALE: 1/4" = 1'  
NORTH

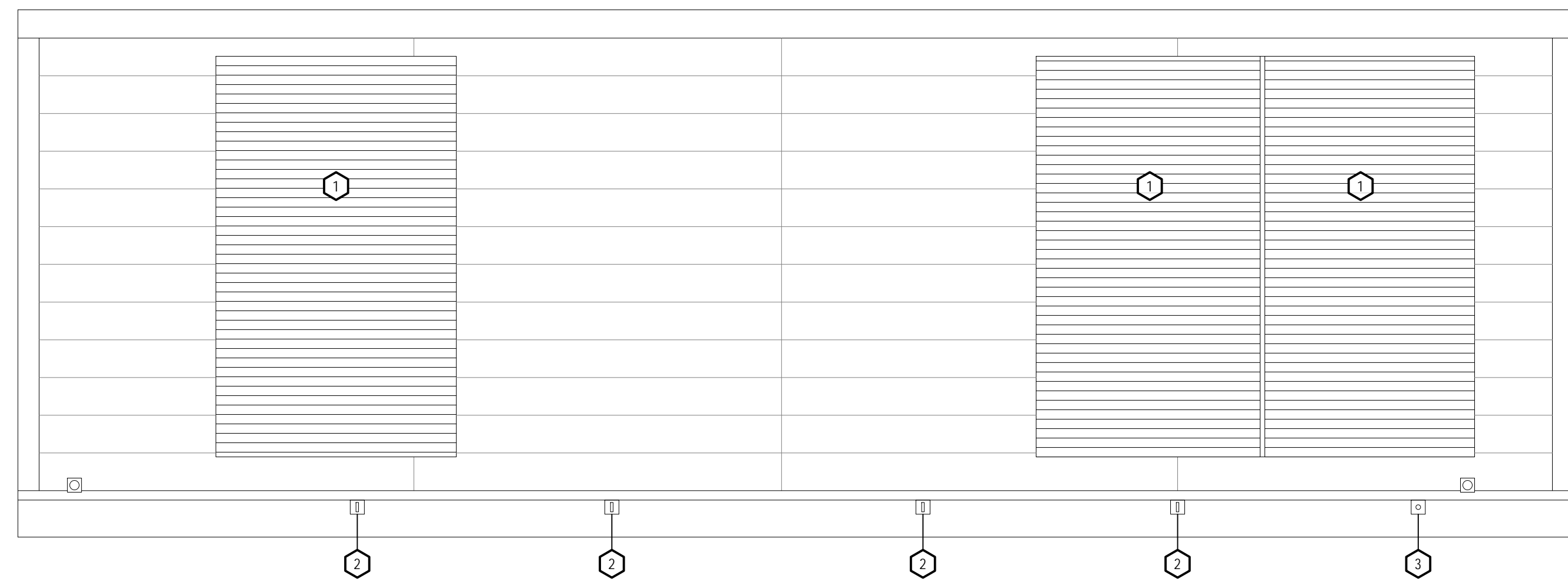


ROOF AREA PLAN - NEW CONSTRUCTION  
SCALE: 3/32" = 1'  
NORTH

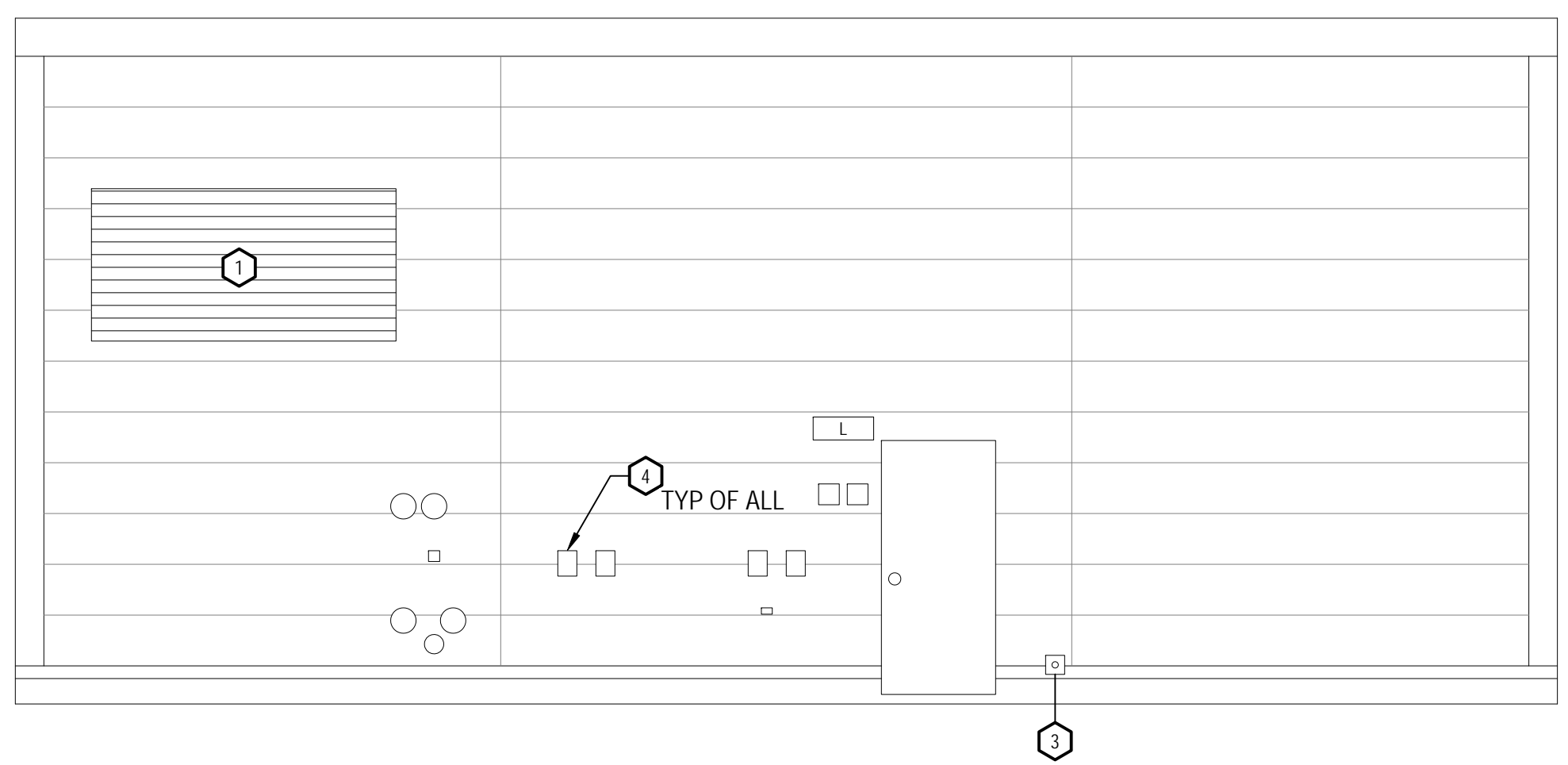
- KEYNOTES**
- 1 PROVIDE 90° PVC ELBOW AND EXTEND PVC DRAIN LINE TO ROOF DRAIN.
  - 2 PROVIDE LIQUID REINFORCED FLASHING AND SM AT COPING TRANSITION. SEE DETAIL 1/A505.
  - 3 INSTALL CONDENSATE LINE ON SUPPORTS. SEE DETAIL 1/A504.
  - 4 PROVIDE NEW LIFE LINE TIE-OFF ANCHOR. SEE DETAIL 6/A504.
  - 5 PROVIDE LIQUID REINFORCED BASE FLASHING AT INSIDE CORNER. MINIMUM 1 FOOT IN EACH DIRECTION.
  - 6 ADJUST PVC DRAIN LINE AND PROVIDE CONCRETE SPLASH BLOCK.



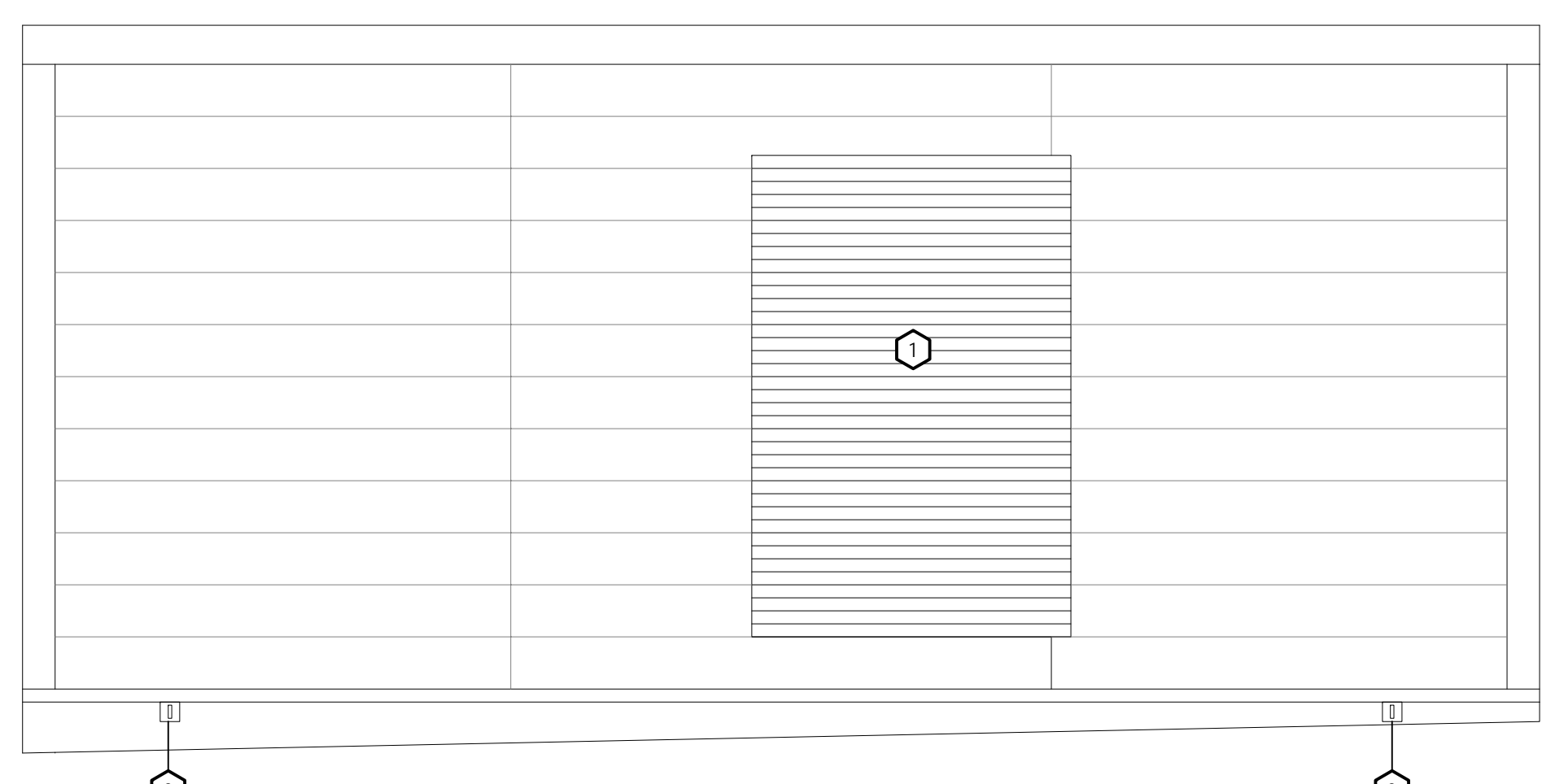
ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING (EX)



1 WEST ELEVATION  
A201 SCALE: 1/4" = 1'



2 NORTH ELEVATION  
A201 SCALE: 1/4" = 1'



3 SOUTH ELEVATION  
A201 SCALE: 1/4" = 1'

LEGEND	
	LIFE LINES
	PIPE PENETRATIONS

KEYNOTES	
	PROVIDE FILTER ON INTAKE VENT DURING CONSTRUCTION.
	PROVIDE LIQUID REINFORCED FLASHING AT WALL ANCHOR PENETRATIONS.
	PROVIDE LIQUID REINFORCED FLASHING AT PIPE PENETRATIONS.
	REMOVE AND REPLACE SEALANT AT WALL PANEL PENETRATIONS.

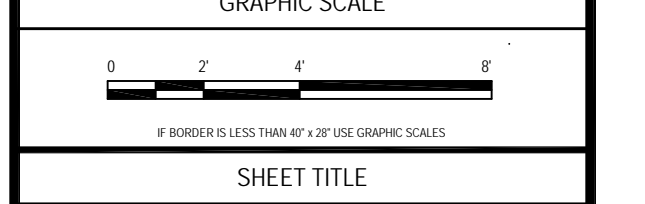
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PROJECT	OWNER
ROOF REPLACEMENT - SECTION A MONTGOMERY COLLEGE - TAKOMA PARK 7600 TAKOMA AVENUE TAKOMA PARK, MARYLAND 20912	MONTGOMERY COLLEGE 9221 CORPORATE BOULEVARD ROCKVILLE, MARYLAND 20850


NO.	DATE	DESCRIPTION	BY
1	3/29/2021	RFP SUBMISSION	MLF
PROJECT NO.	656266		
CADD FILE	656266-Adx		
DESIGNED BY	EDE		
DRAWN BY	MLF		
CHECKED BY	SJB		
DATE	3/29/2021		
DRAWING SCALE	1/4" = 1'		

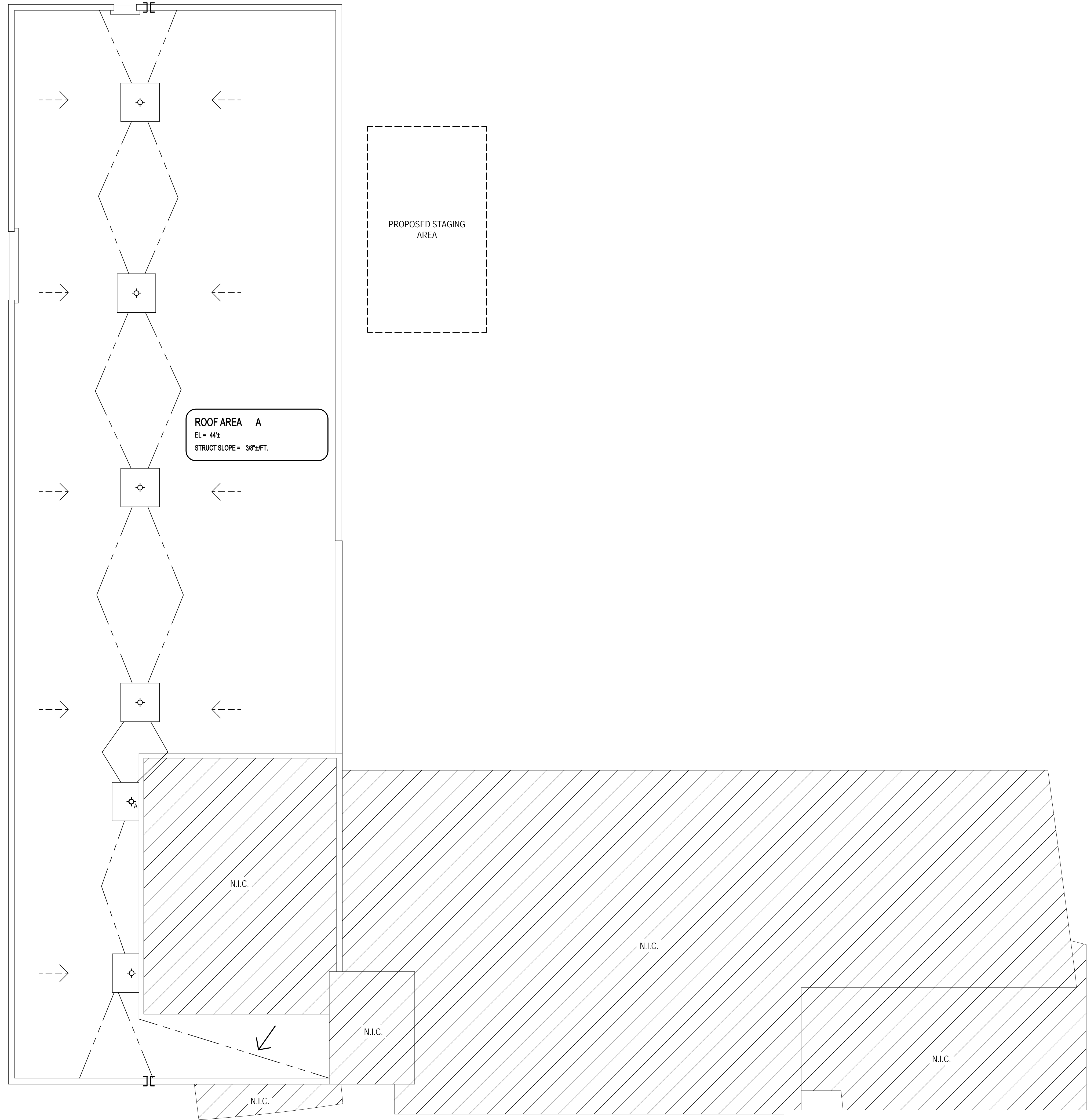


SHEET TITLE  
**ELEVATIONS**

DRAWING NO.	A-201
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**STAGING/ INSULATION CRICKET PLAN**  
 SCALE: 3/32" = 1'  
 NORTH

**LEGEND**

- CRICKET
- STRUCTURAL SLOPE
- INSULATION SLOPE
- ROOF DRAIN WITH SUMP

- NOTES**
1. PROVIDE CRICKETS ON UPSLOPE SIDE OF ALL ROOF TOP PENETRATIONS AND SADDLES BETWEEN ALL ROOF DRAINS AND SCUPPERS.
  2. PROVIDE 10 FOOT WIDE MIN. CRICKETS AND SADDLES UNLESS OTHERWISE INDICATED.
  3. PROVIDE 8 FT X 8 FT DRAIN SUMPS AT ALL INTERIOR ROOF DRAINS AND SCUPPERS.

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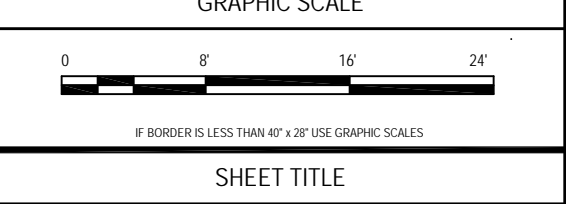
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**PROJECT**  
 ROOF REPLACEMENT - SECTION A  
 MONTGOMERY COLLEGE - TAKOMA PARK  
 7600 TAKOMA AVENUE  
 TAKOMA PARK, MARYLAND 20912

**OWNER**  
 MONTGOMERY COLLEGE  
 9231 CORPORATE BOULEVARD  
 ROCKVILLE, MARYLAND 20850

NO.	DATE	DESCRIPTION	BY
1	3/29/2021	RFP SUBMISSION	MLF

PROJECT NO. 656266  
 CADD FILE 656266-A1x  
 DESIGNED BY EDE  
 DRAWN BY MLF  
 CHECKED BY SJB  
 DATE 3/29/2021  
 DRAWING SCALE 3/32" = 1'



SHEET TITLE  
**STAGING/INSULATION CRICKET PLAN**

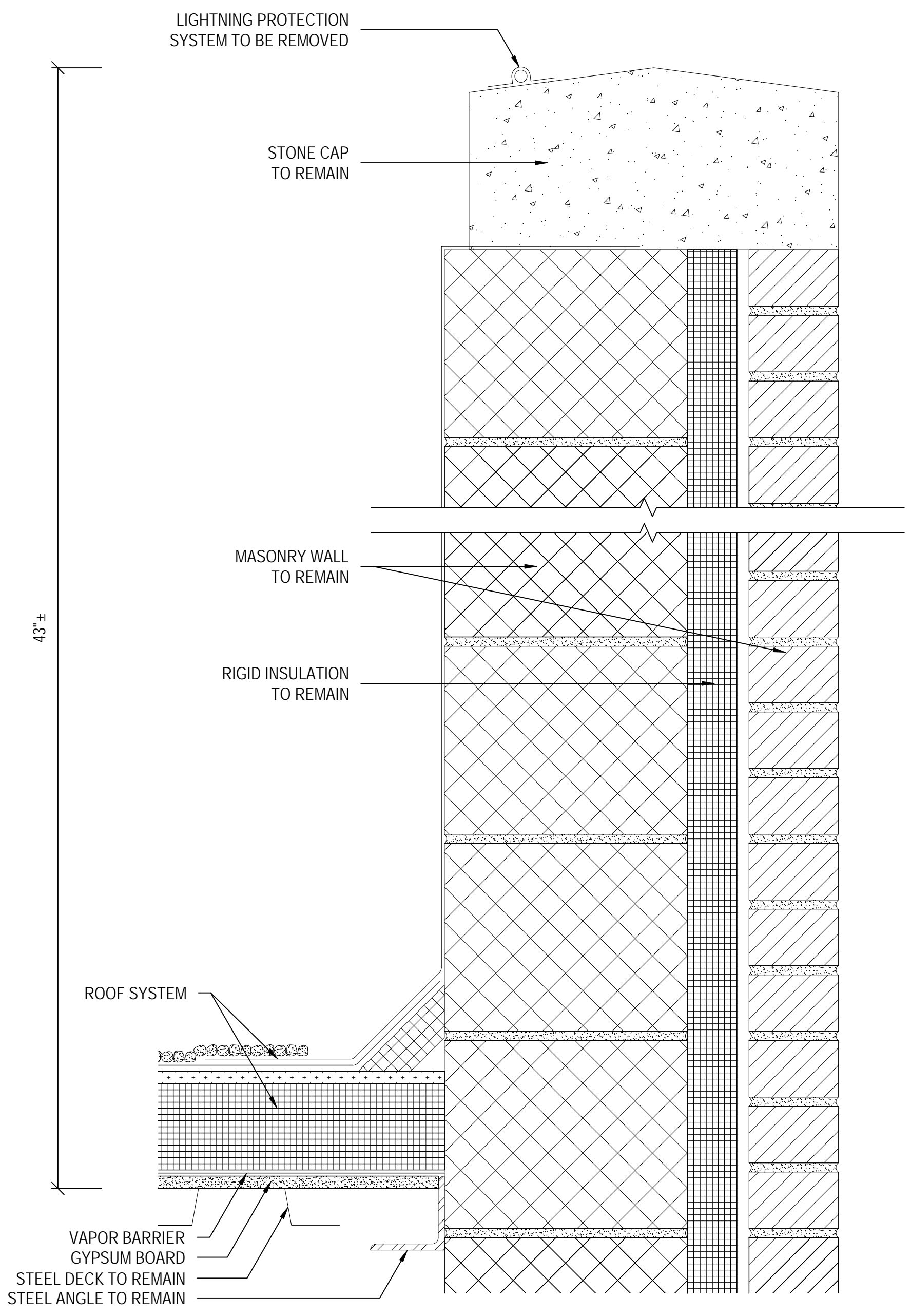
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**A-401**

DATE PLOTTED: 3/29/2021 11:00:00 AM BY: SJB

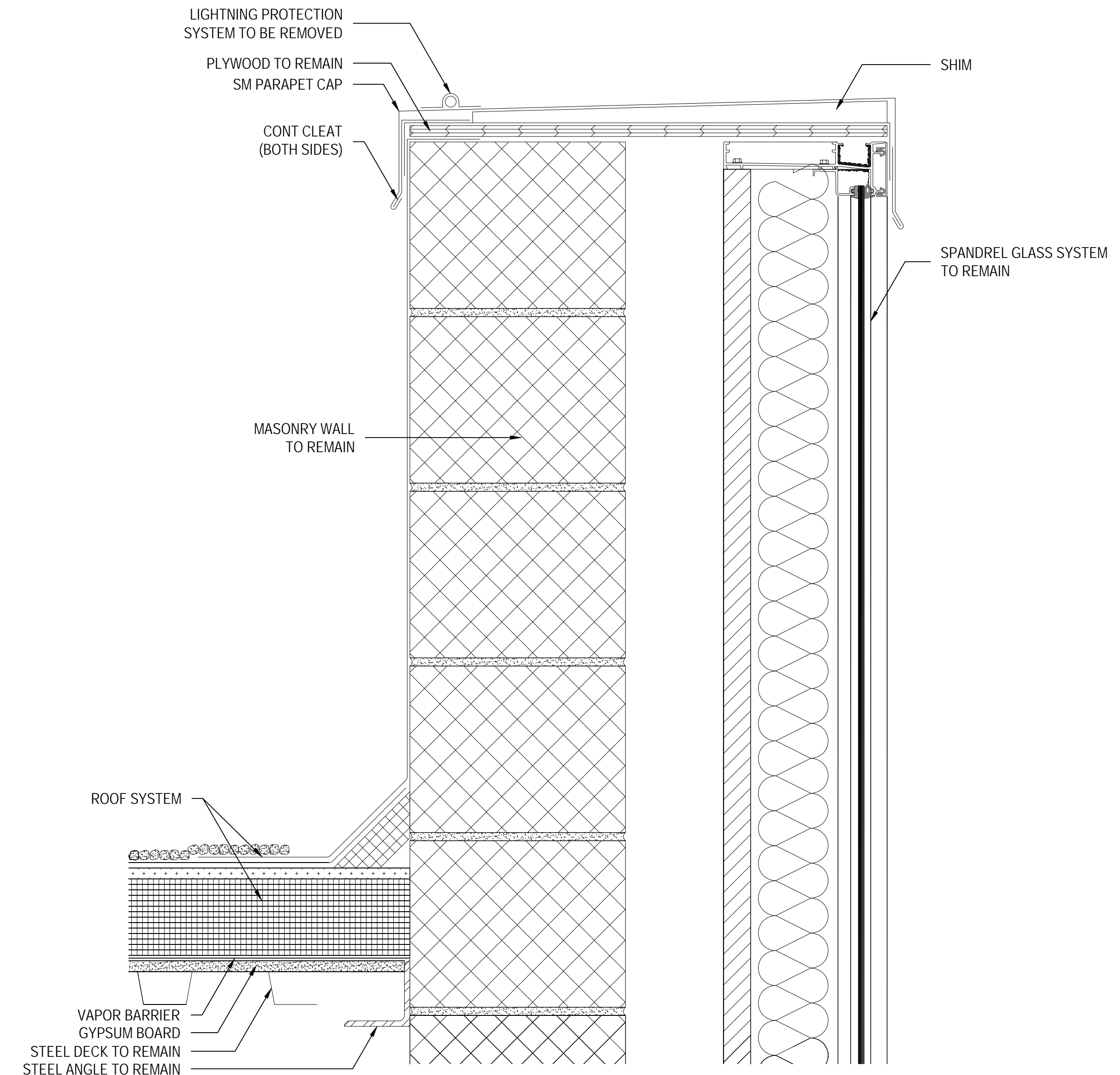


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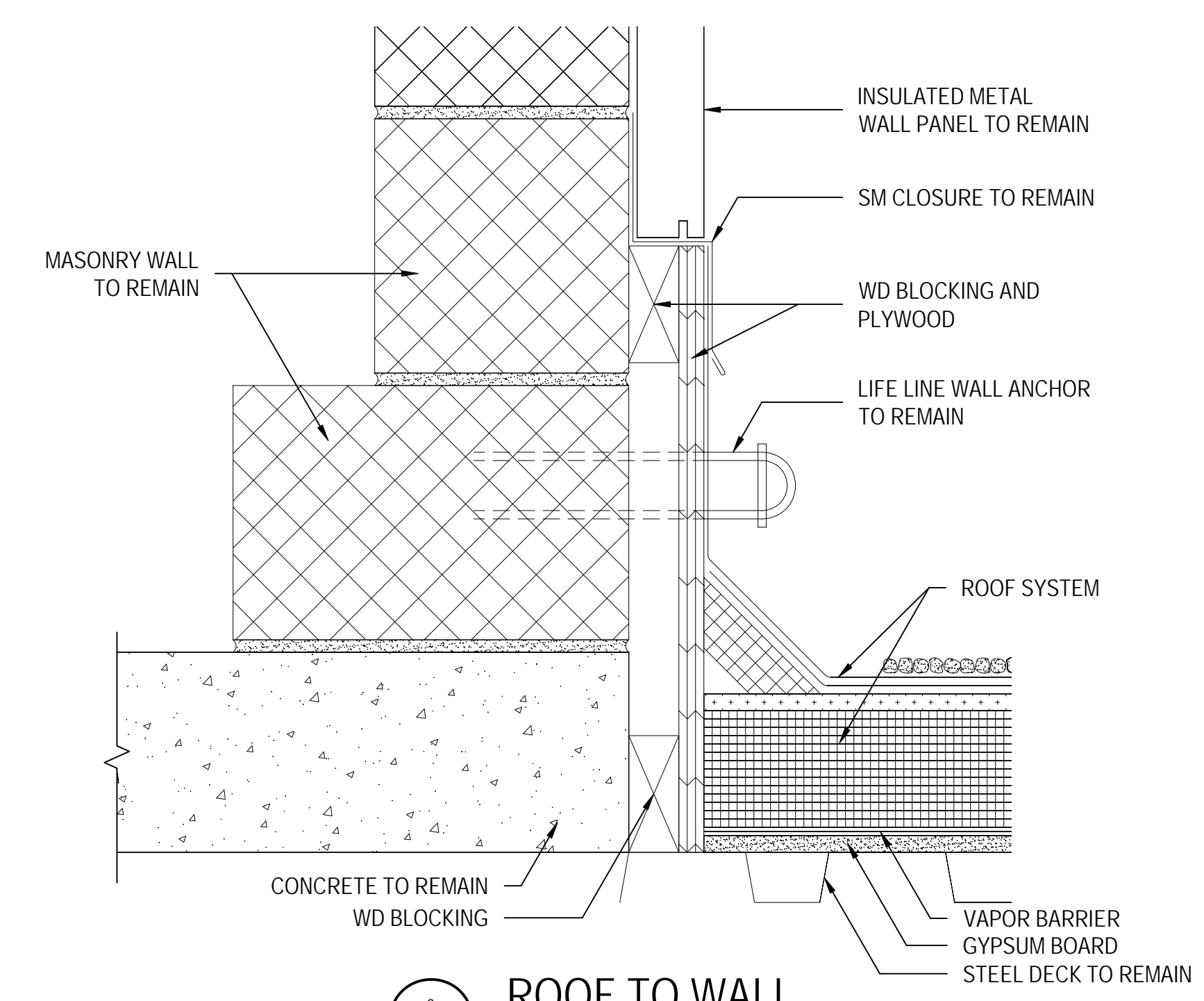
License No. 38513, Expiration Date: 3.29.23



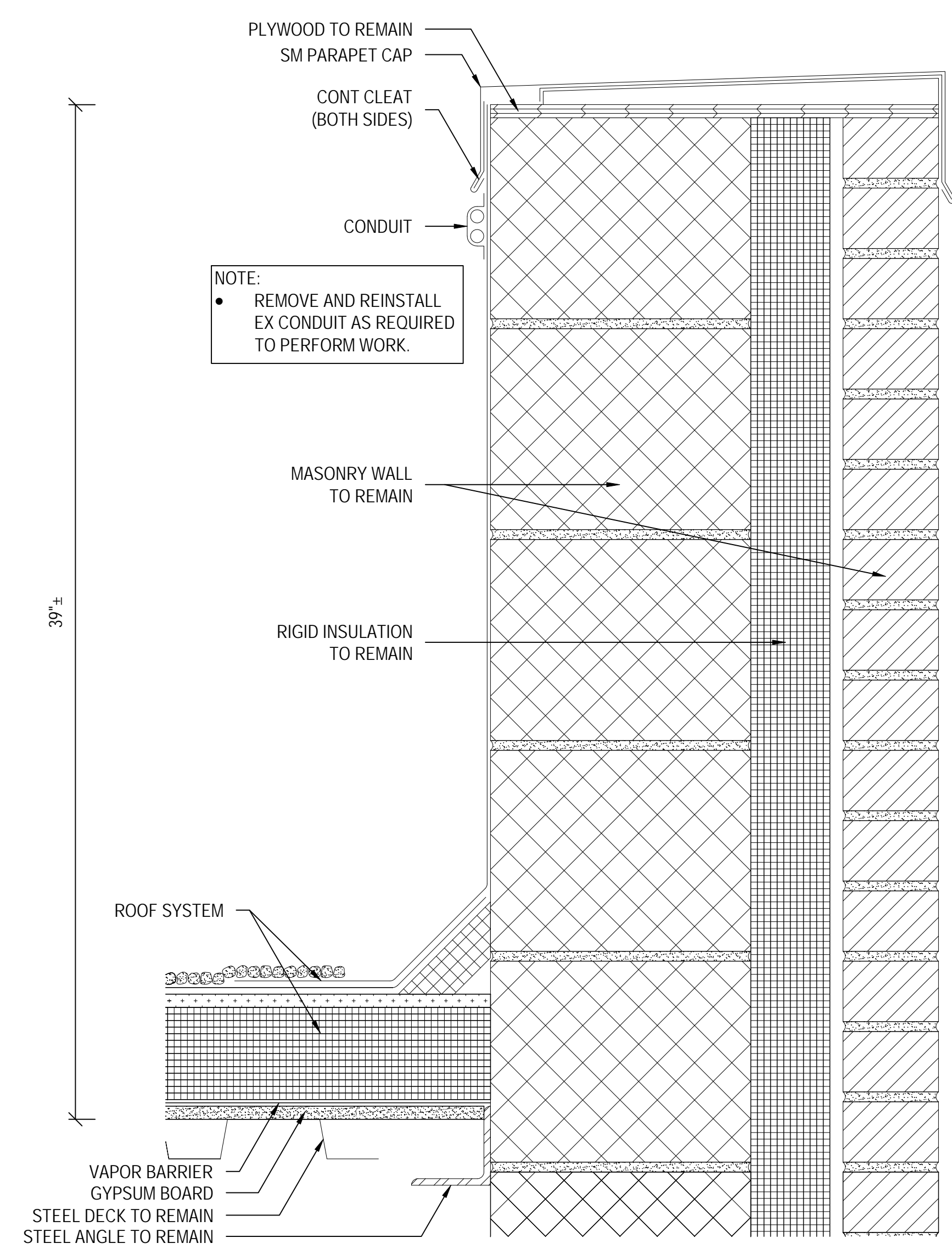
1 PARAPET  
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2 PARAPET AT SPANDREL GLASS  
SCALE: 3" = 1"



3 ROOF TO WALL  
SCALE: 3" = 1"



4 PARAPET  
SCALE: 3" = 1"

REMOVE ALL ITEMS UNLESS DESIGNATED TO REMAIN

PROJECT	OWNER
ROOF REPLACEMENT - SECTION A MONTGOMERY COLLEGE - TAKOMA PARK 7600 TAKOMA AVENUE TAKOMA PARK, MARYLAND 20912	MONTGOMERY COLLEGE 9221 CORPORATE BOULEVARD ROCKVILLE, MARYLAND 20850

1	3/29/2021	RFP SUBMISSION	MLF
NO.	DATE	DESCRIPTION	BY
PROJECT NO.	656266		
CADD FILE	656266.ASX		
DESIGNED BY	EDE		
DRAWN BY	MLF		
CHECKED BY	SJB		
DATE	3/29/2021		
DRAWING SCALE	3" = 1"		

GRAPHIC SCALE

SHEET TITLE

DETAILS  
EXISTING  
CONDITIONS

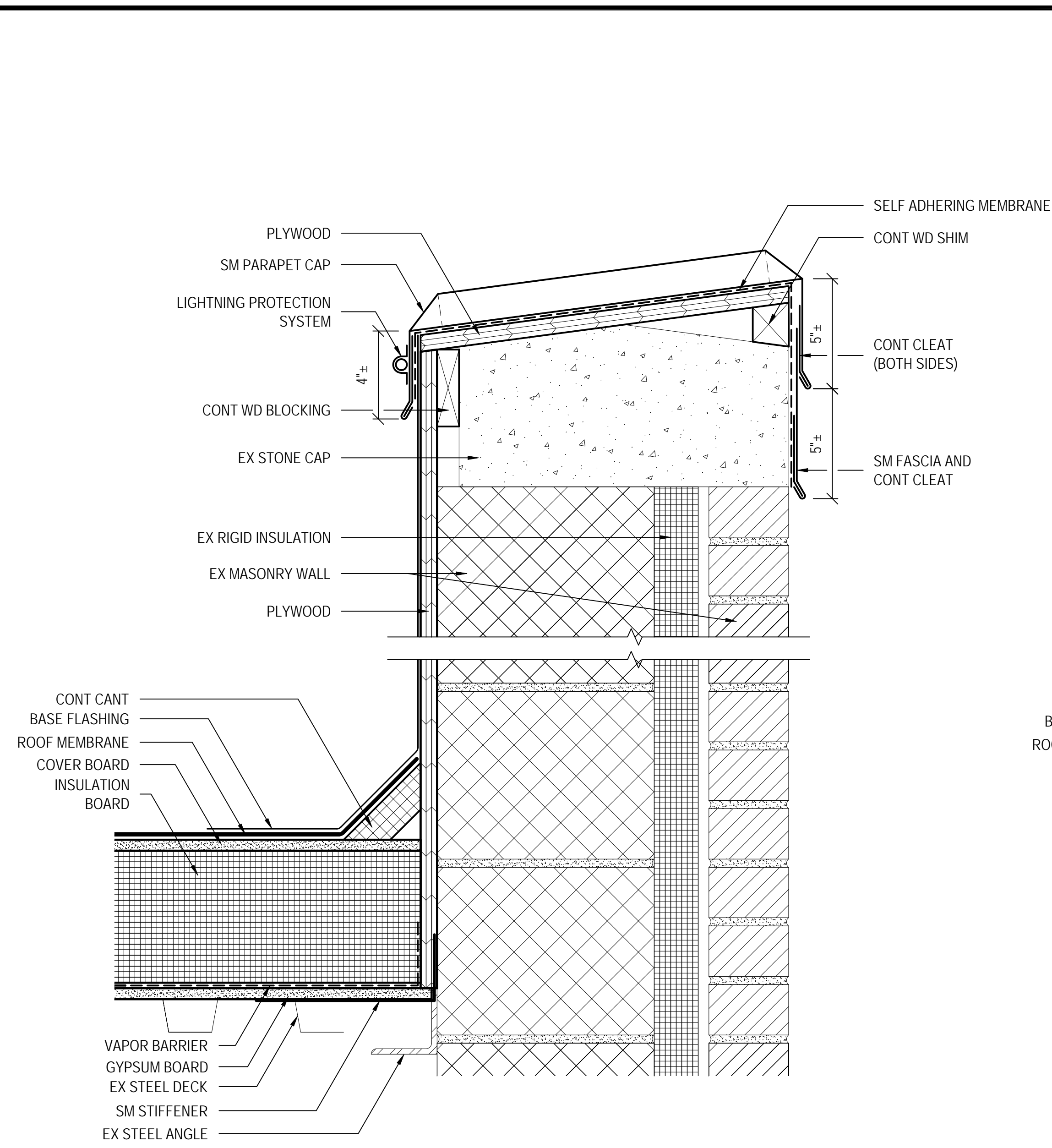
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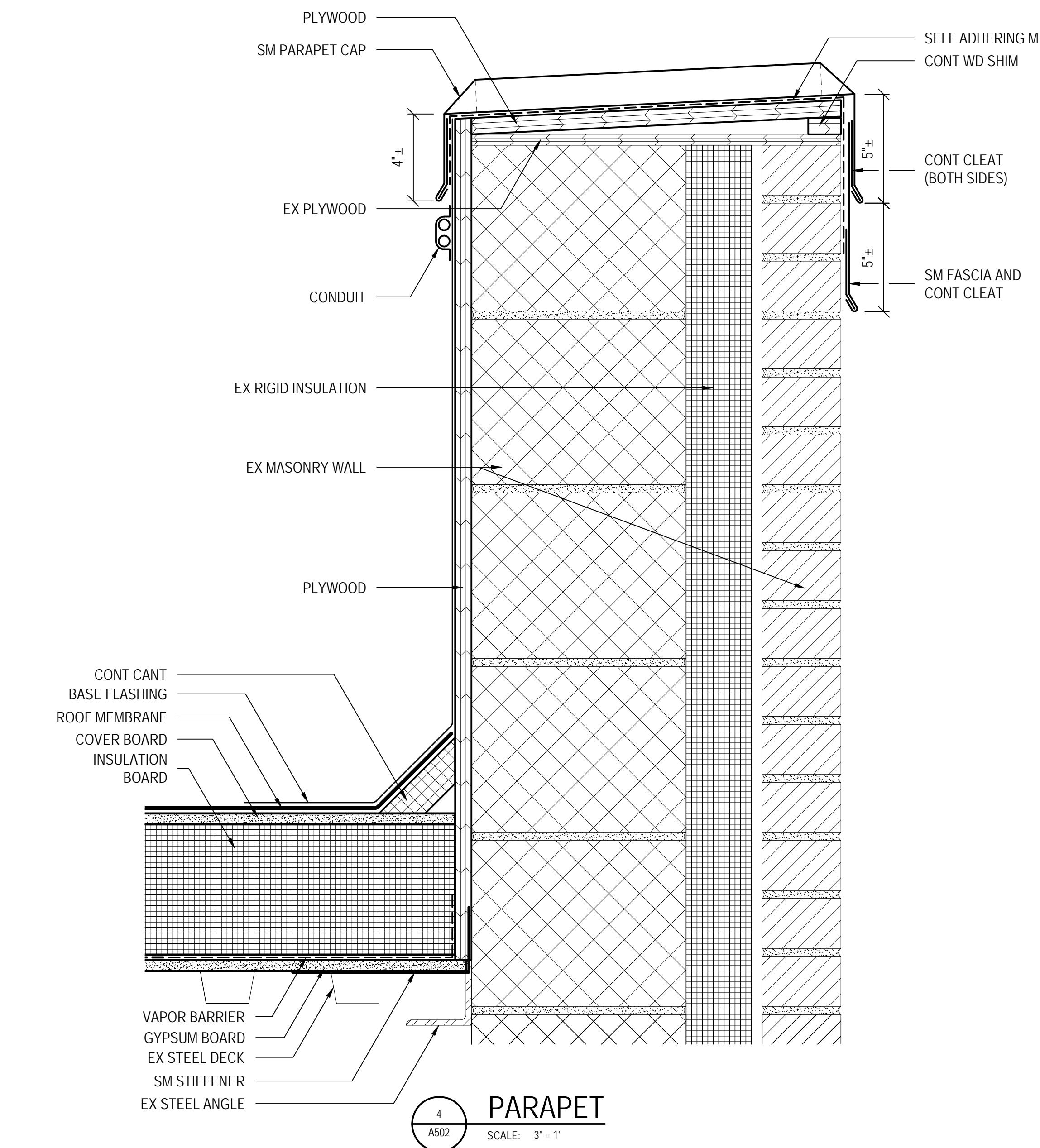
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PROJECT  
 ROOF REPLACEMENT - SECTION A  
 MONTGOMERY COLLEGE - TAKOMA PARK  
 7600 TAKOMA AVENUE  
 TAKOMA PARK, MARYLAND 20912

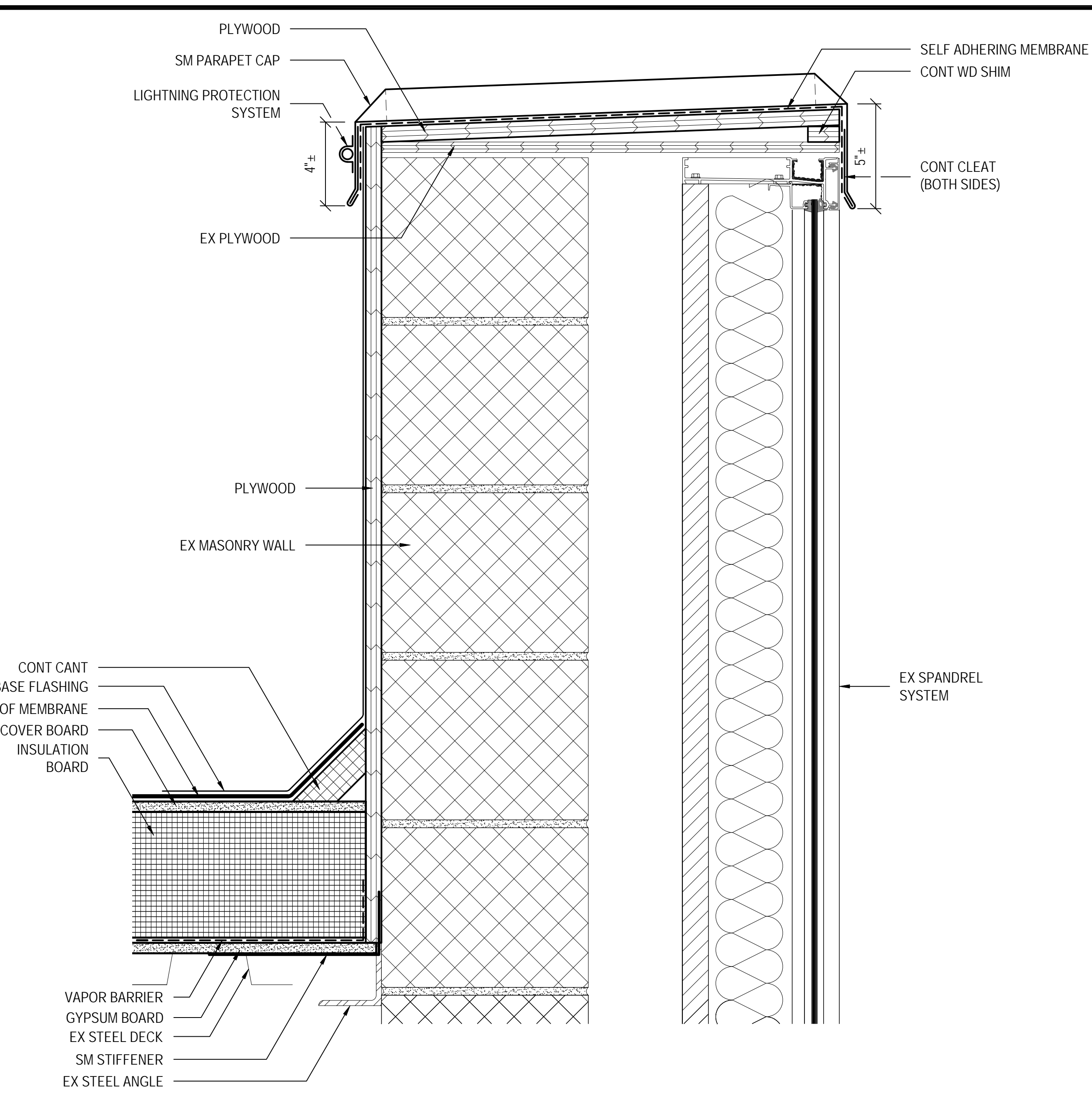
OWNER  
 MONTGOMERY COLLEGE  
 9221 CORPORATE BOULEVARD  
 ROCKVILLE, MARYLAND 20850



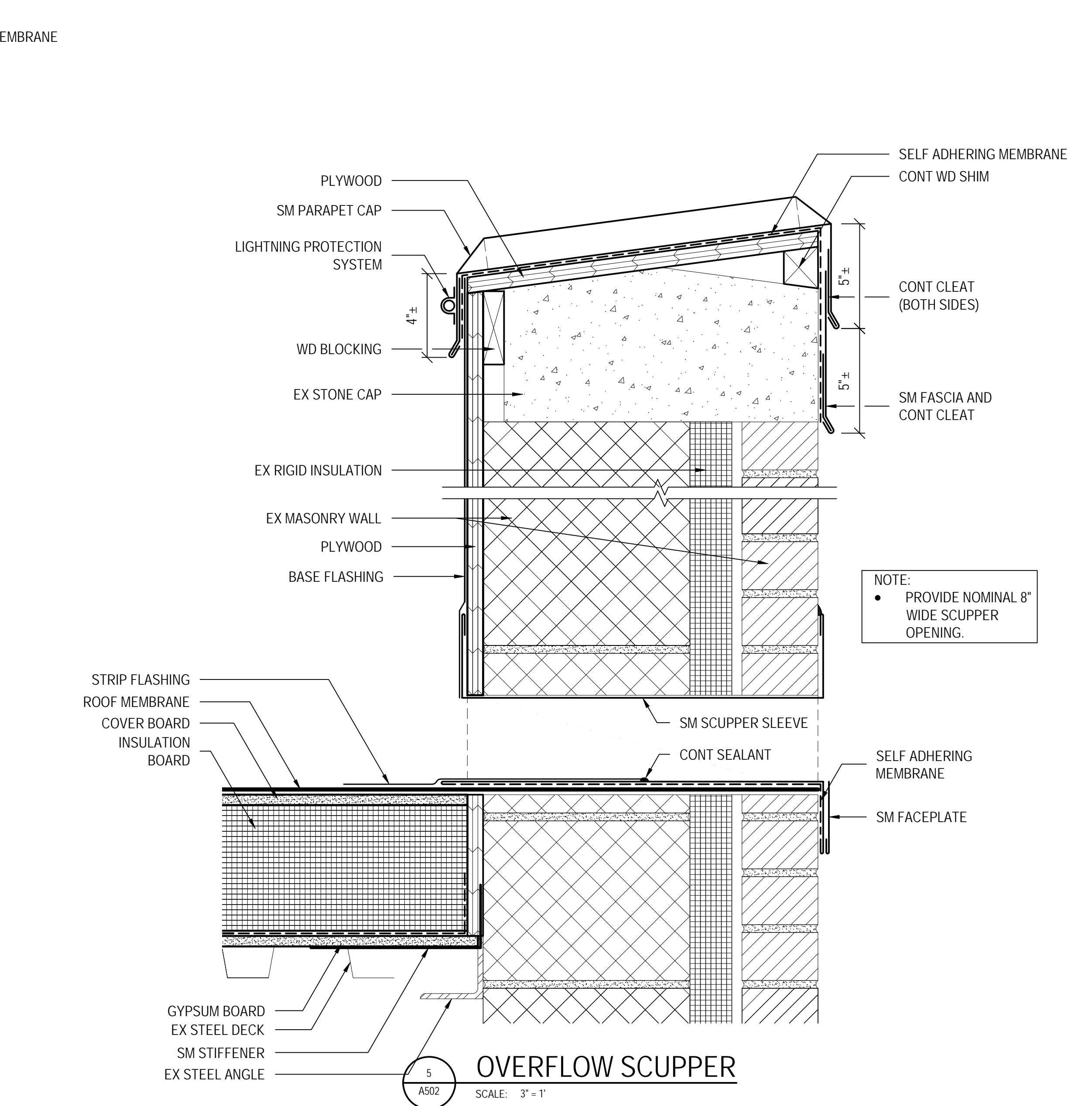
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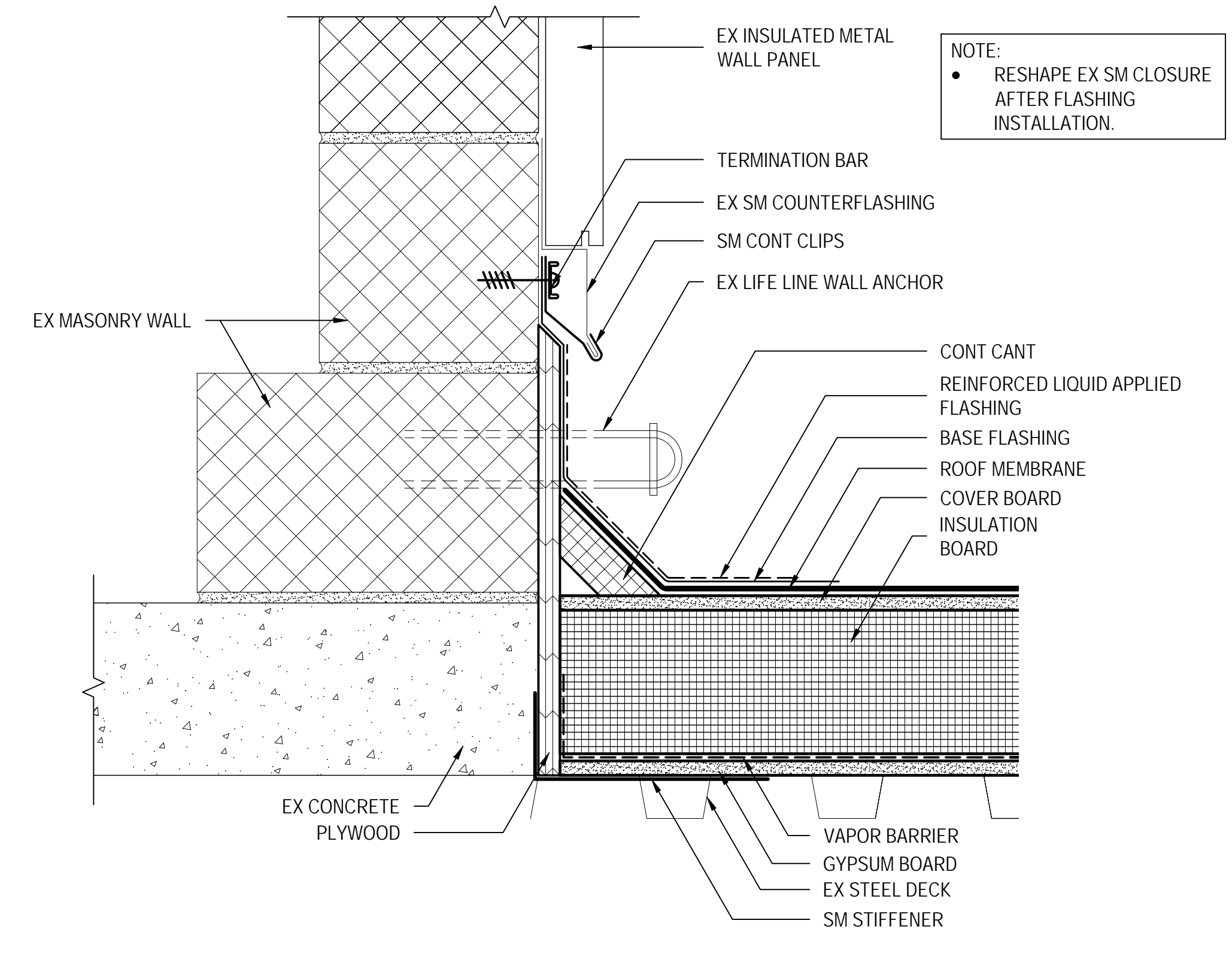
4 PARAPET  
 A502 SCALE: 3"=1"



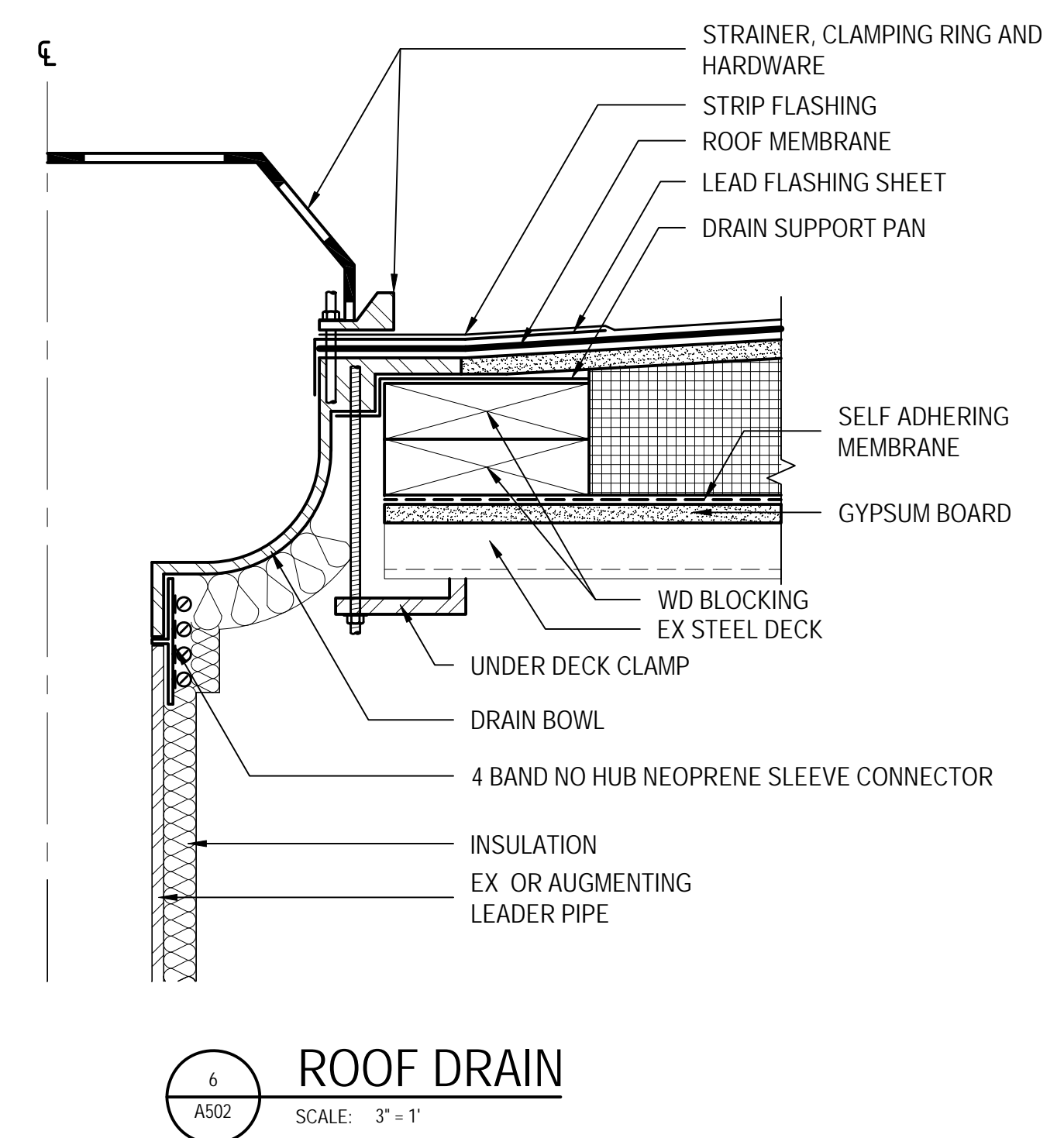
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 A502 SCALE: 3"=1"



5 OVERFLOW SCUPPER  
 A502 SCALE: 3"=1"



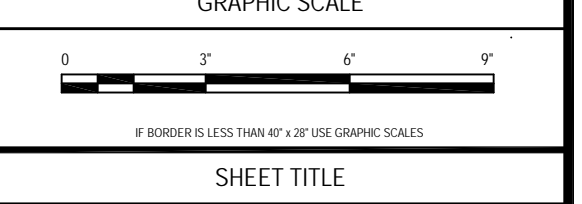
3 ROOF TO WALL  
 A502 SCALE: 3"=1"



6 ROOF DRAIN  
 A502 SCALE: 3"=1"

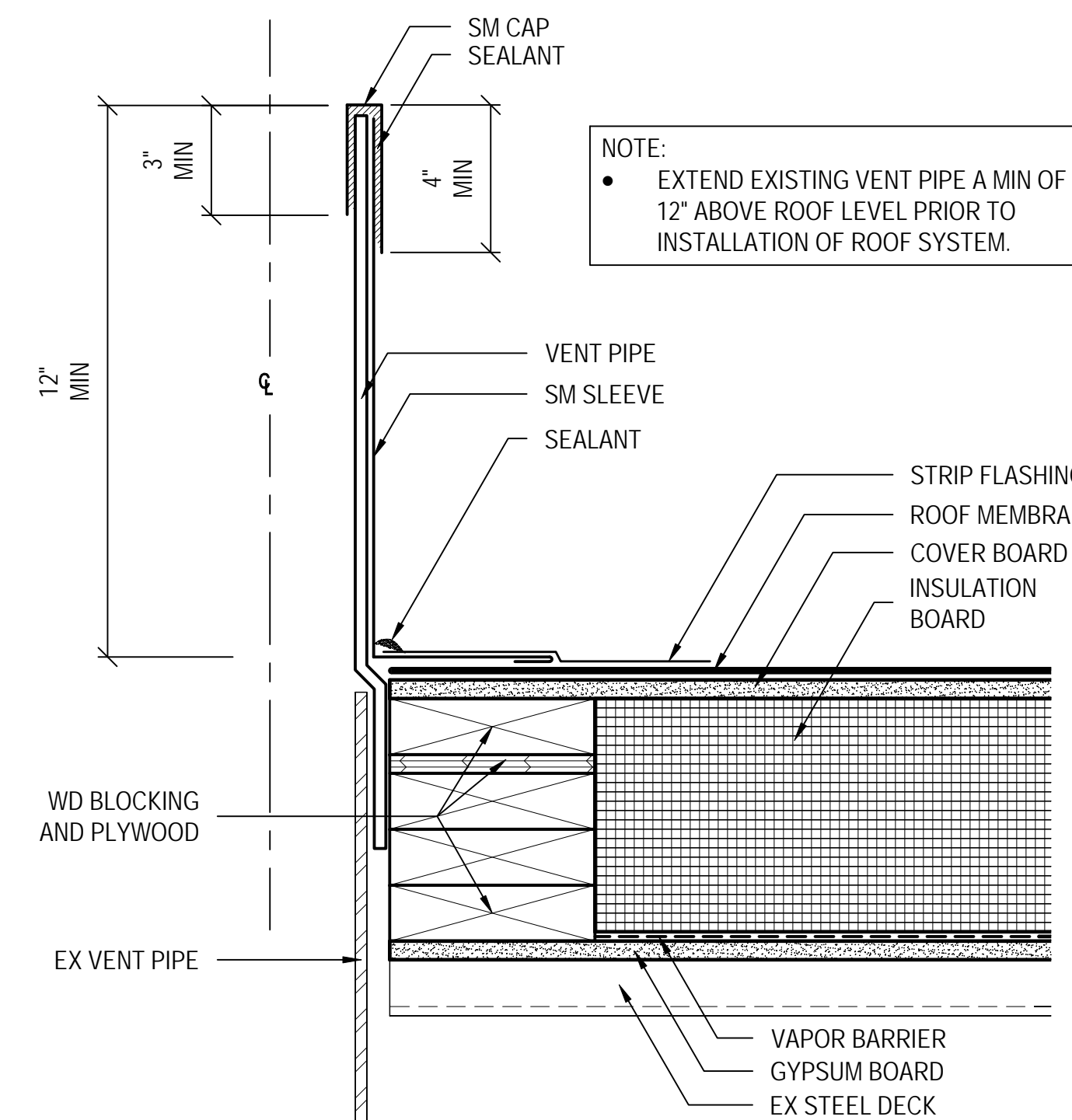
ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING (EX)

NO.	DATE	DESCRIPTION	BY
1	3/29/2021	RFP SUBMISSION	MLF
PROJECT NO.	656266		
CADD FILE	656266.Asx		
DESIGNED BY	EDE		
DRAWN BY	MLF		
CHECKED BY	SJB		
DATE	3/29/2021		
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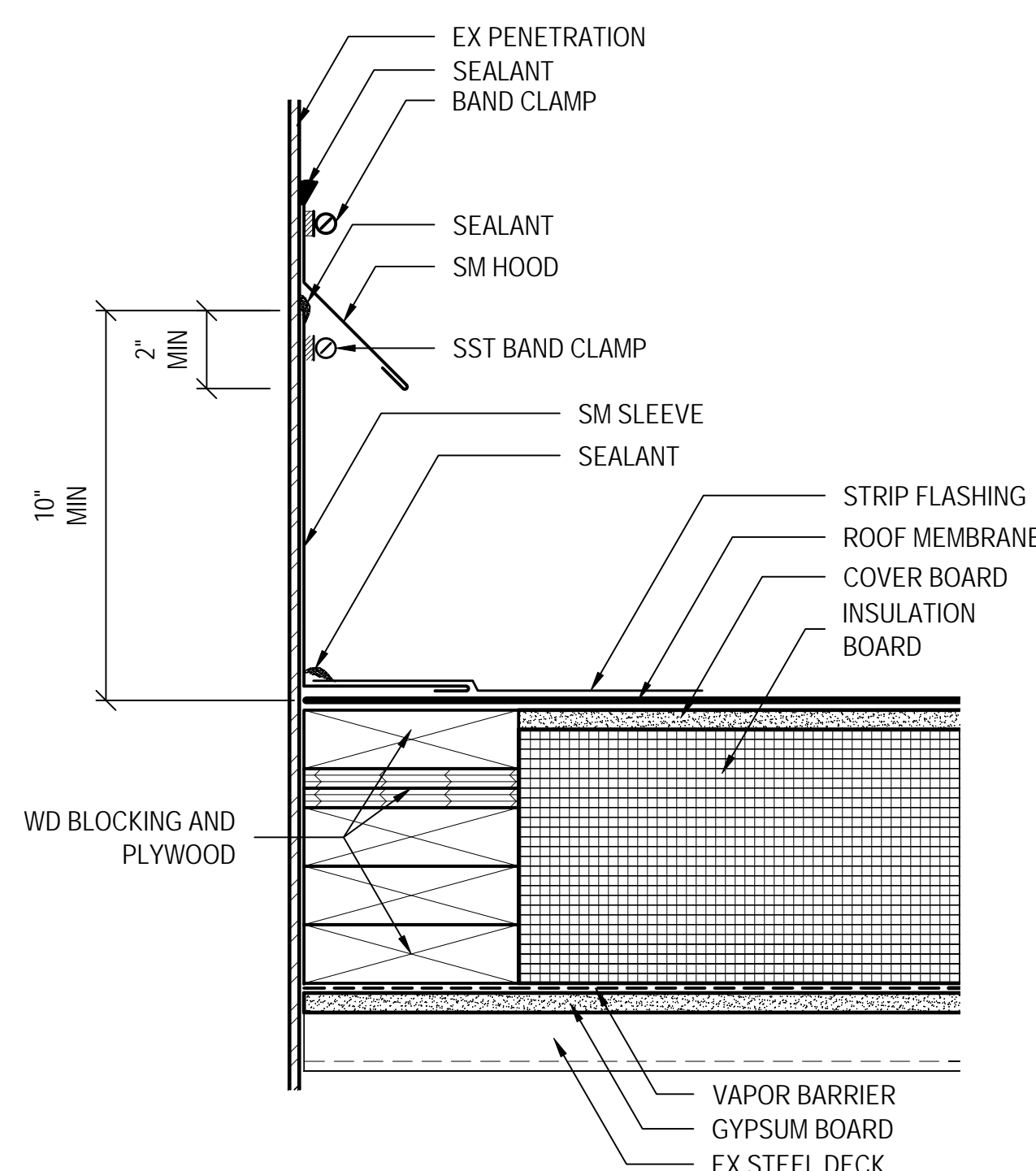


SHEET TITLE  
 DETAILS  
 NEW  
 CONSTRUCTION

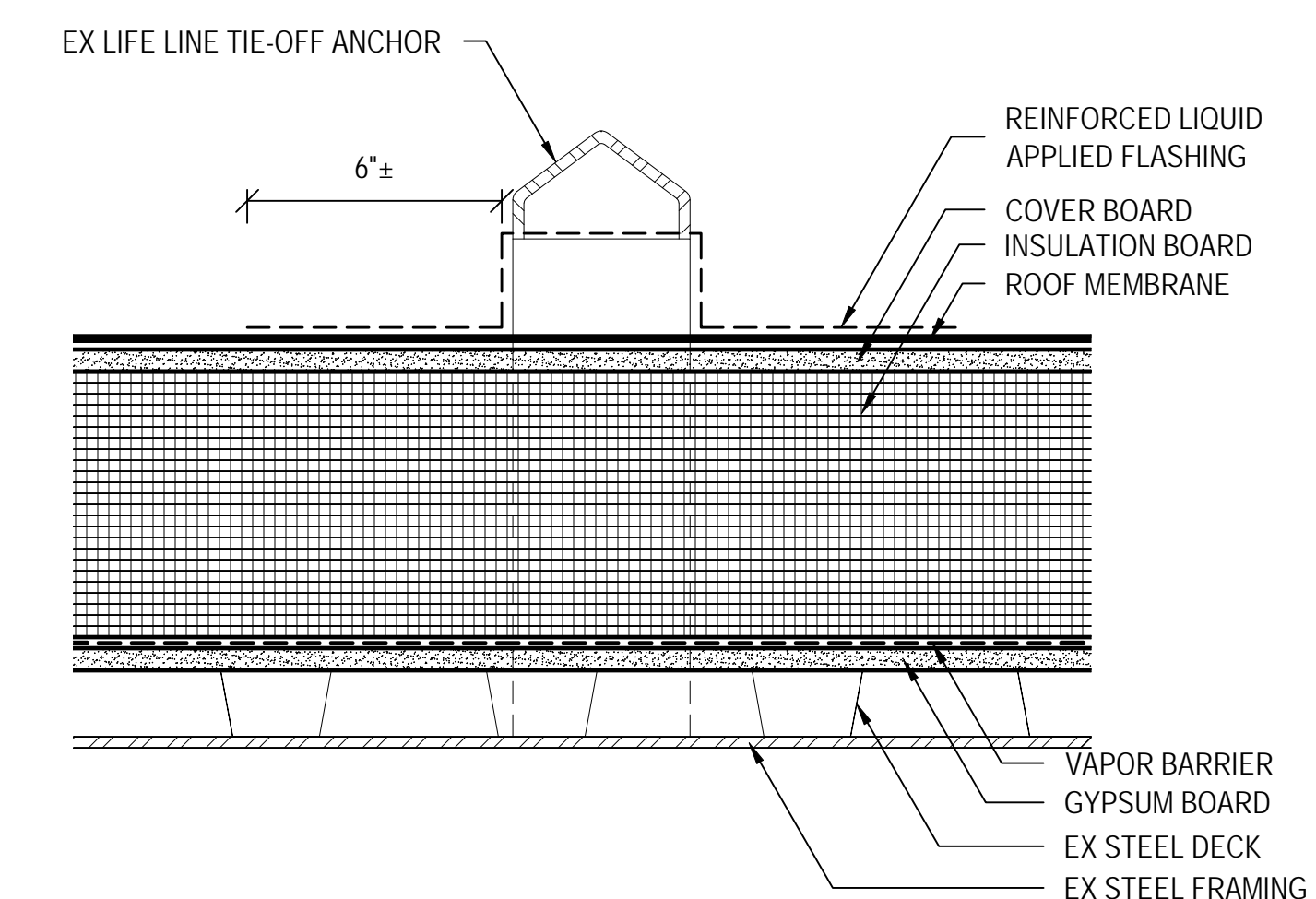
DRAWING NO.  
 A-502



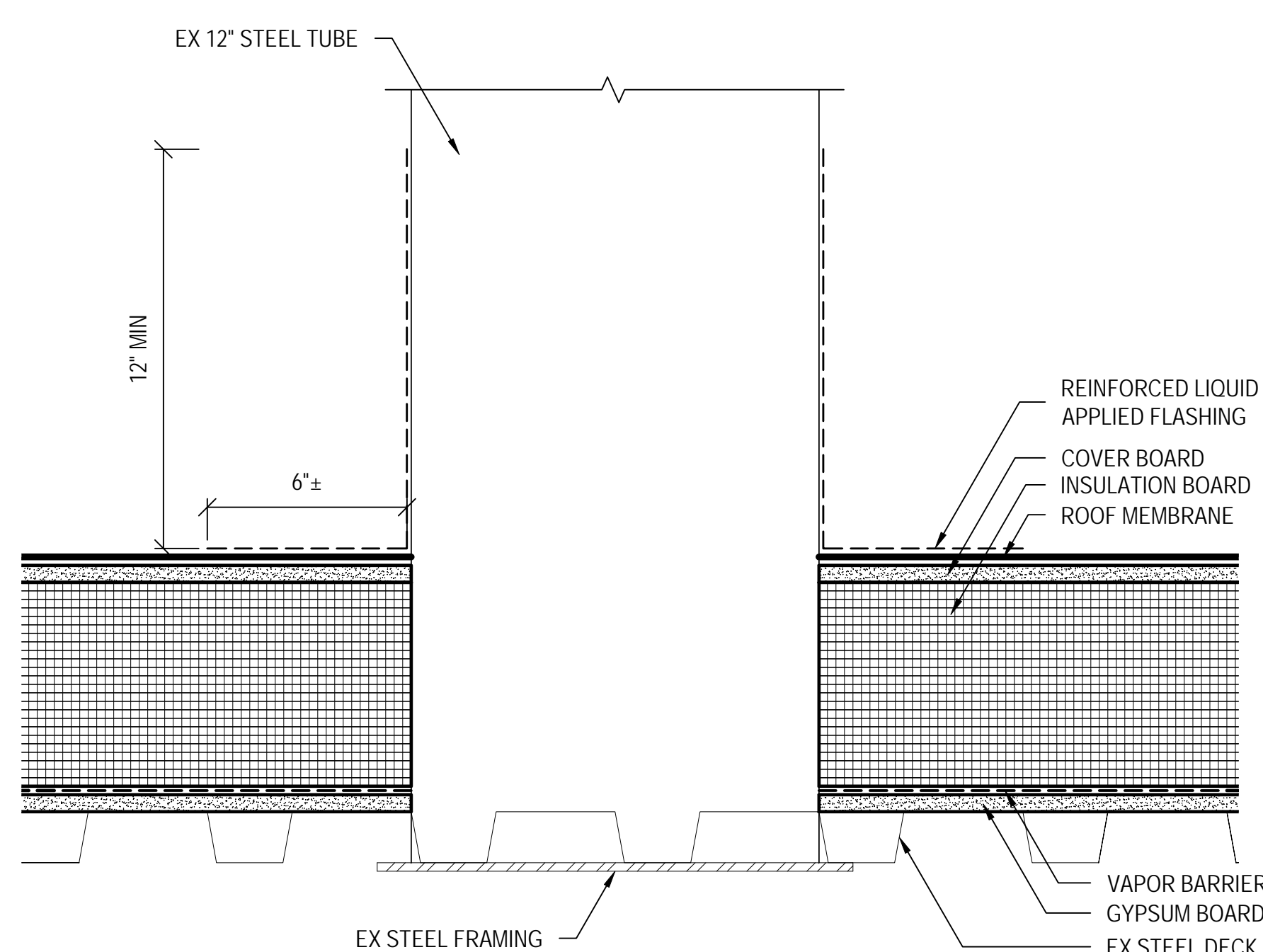
1 VENT PIPE  
SCALE: 3" = 1'



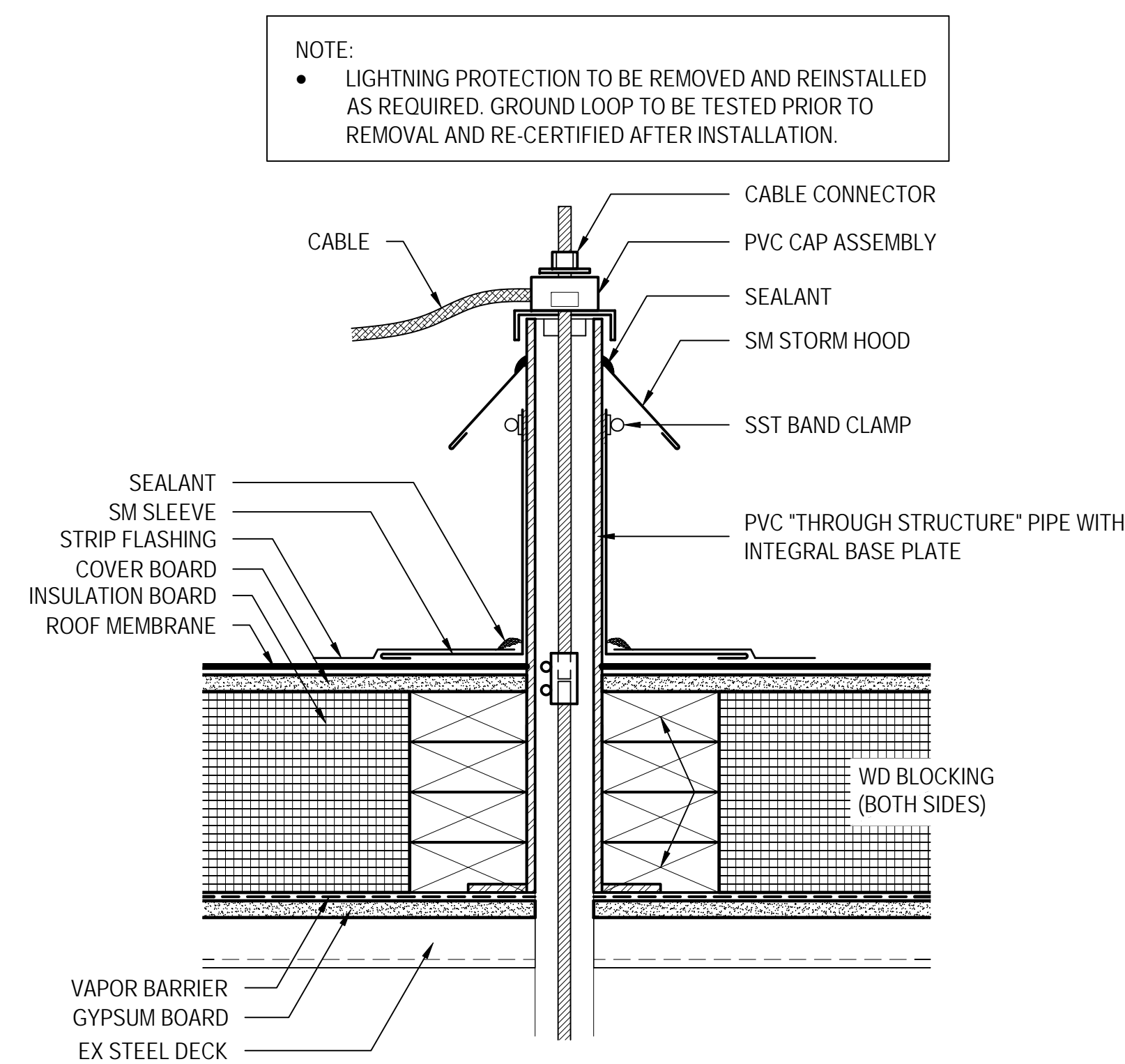
2 PIPE PENETRATION  
SCALE: 3" = 1'



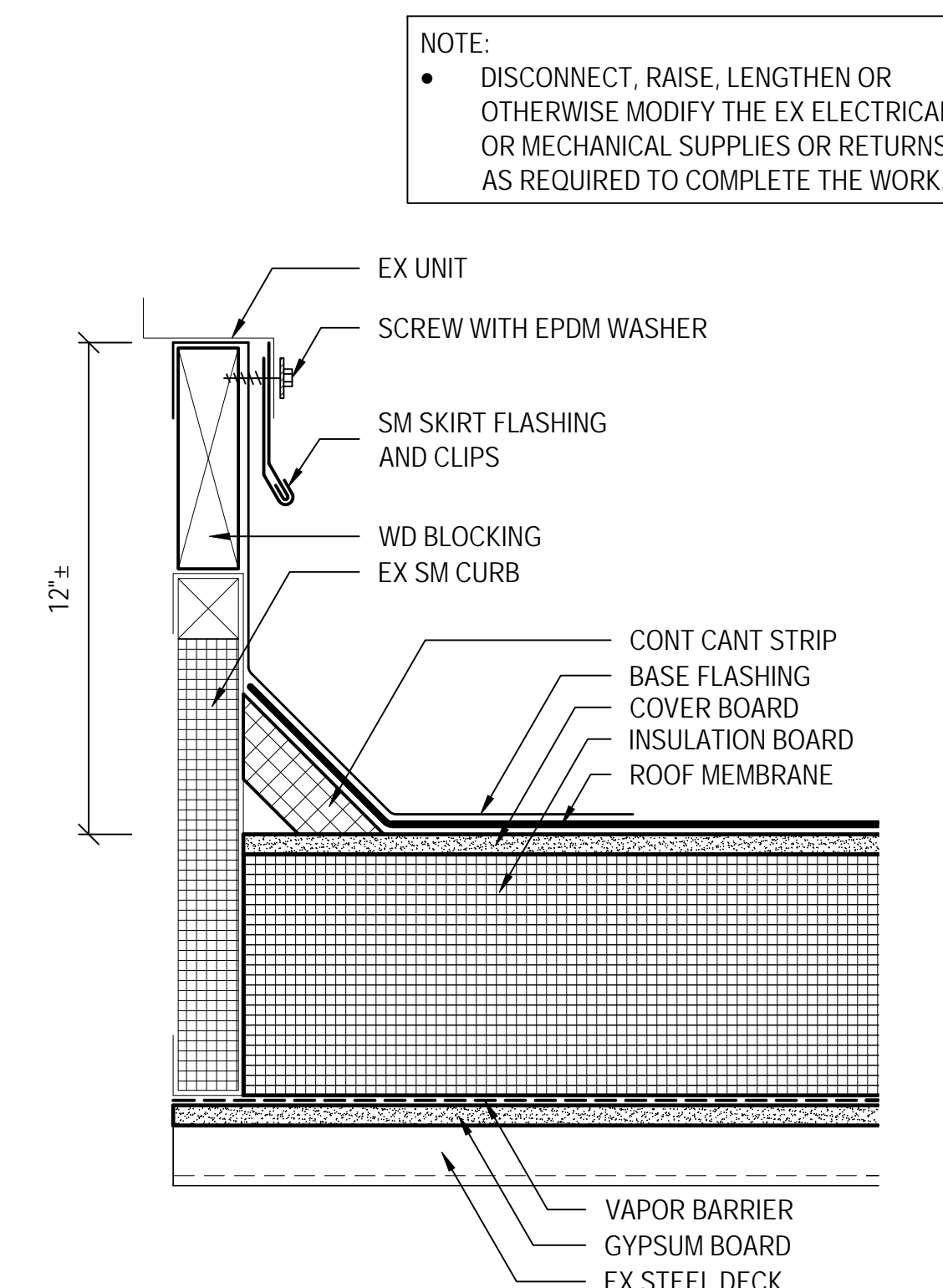
3 LIFE LINE TIE-OFF ANCHOR  
SCALE: 3" = 1'



4 SCREEN WALL POST  
SCALE: 3" = 1'



5 LIGHTNING PROTECTION GROUND  
SCALE: 3" = 1'



6 FAN CURB  
SCALE: 3" = 1'



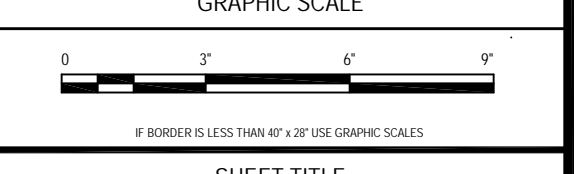
Professional Certification: I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

License No. 38513, Expiration Date: 3/27/23

PROJECT  
ROOF REPLACEMENT - SECTION A  
MONTGOMERY COLLEGE - TAKOMA PARK  
7600 TAKOMA AVENUE  
TAKOMA PARK, MARYLAND 20912

OWNER  
MONTGOMERY COLLEGE  
9221 CORPORATE BOULEVARD  
ROCKVILLE, MARYLAND 20850

NO.	DATE	DESCRIPTION	BY
1	3/29/2021	RFP SUBMISSION	MLF
PROJECT NO. 656266			
CADD FILE 656266.Asx			
DESIGNED BY EDE			
DRAWN BY MLF			
CHECKED BY SJB			
DATE 3/29/2021			
DRAWING SCALE 3" = 1'			



SHEET TITLE

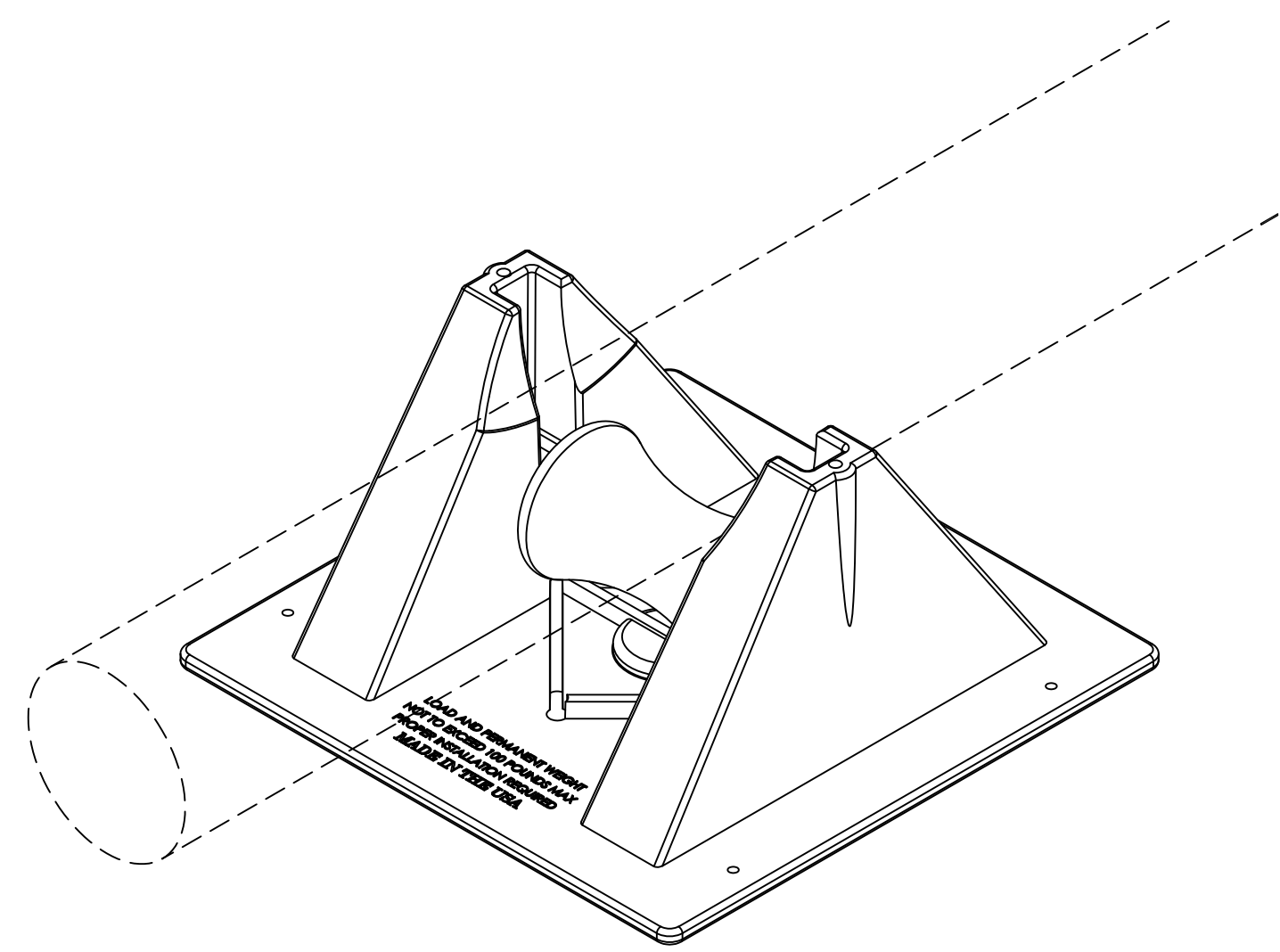
DETAILS  
NEW  
CONSTRUCTION

DRAWING NO.  
A-503

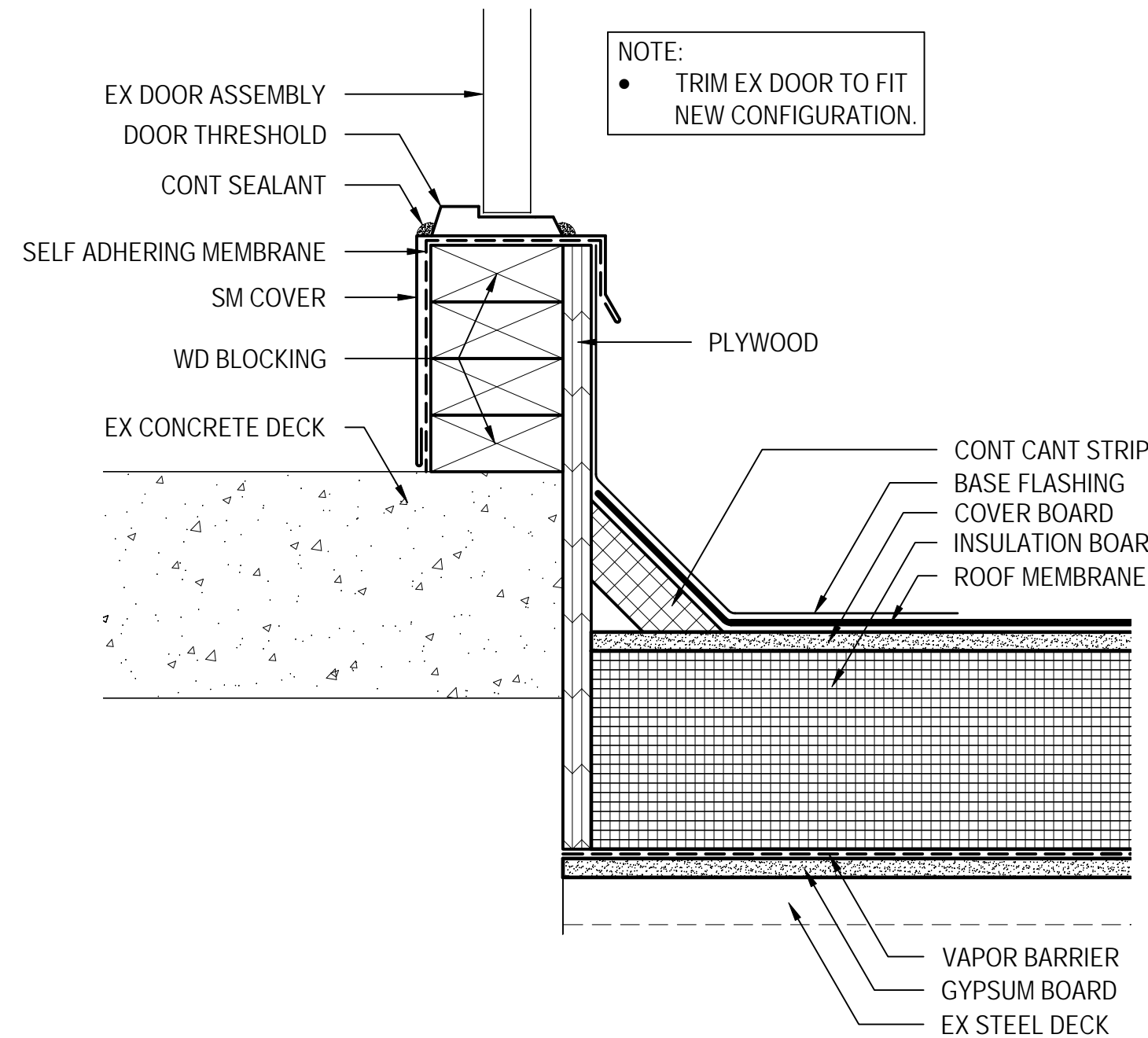


Professional Certification: I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

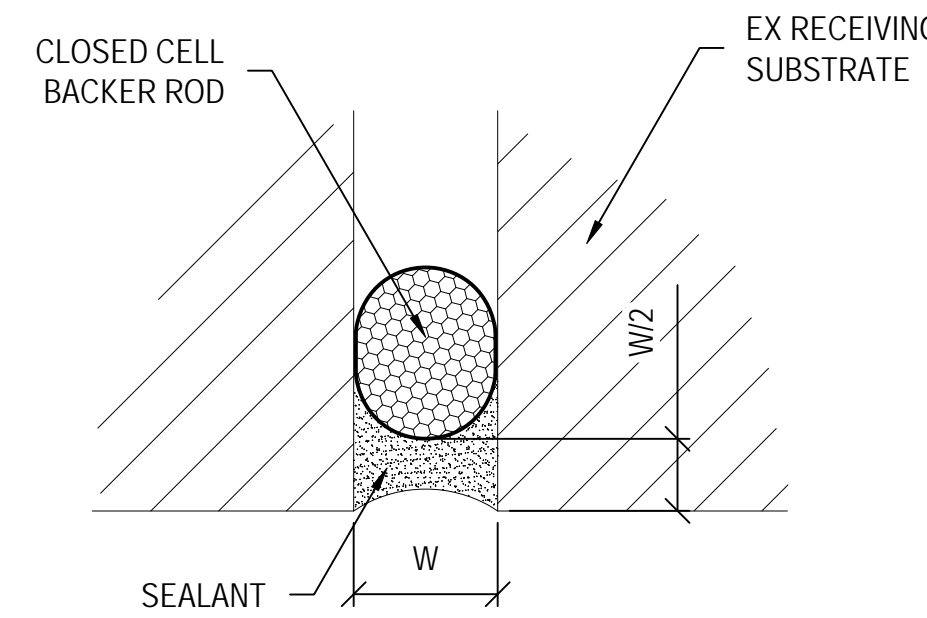
License No. 36513, Expiration Date: 3.29.23



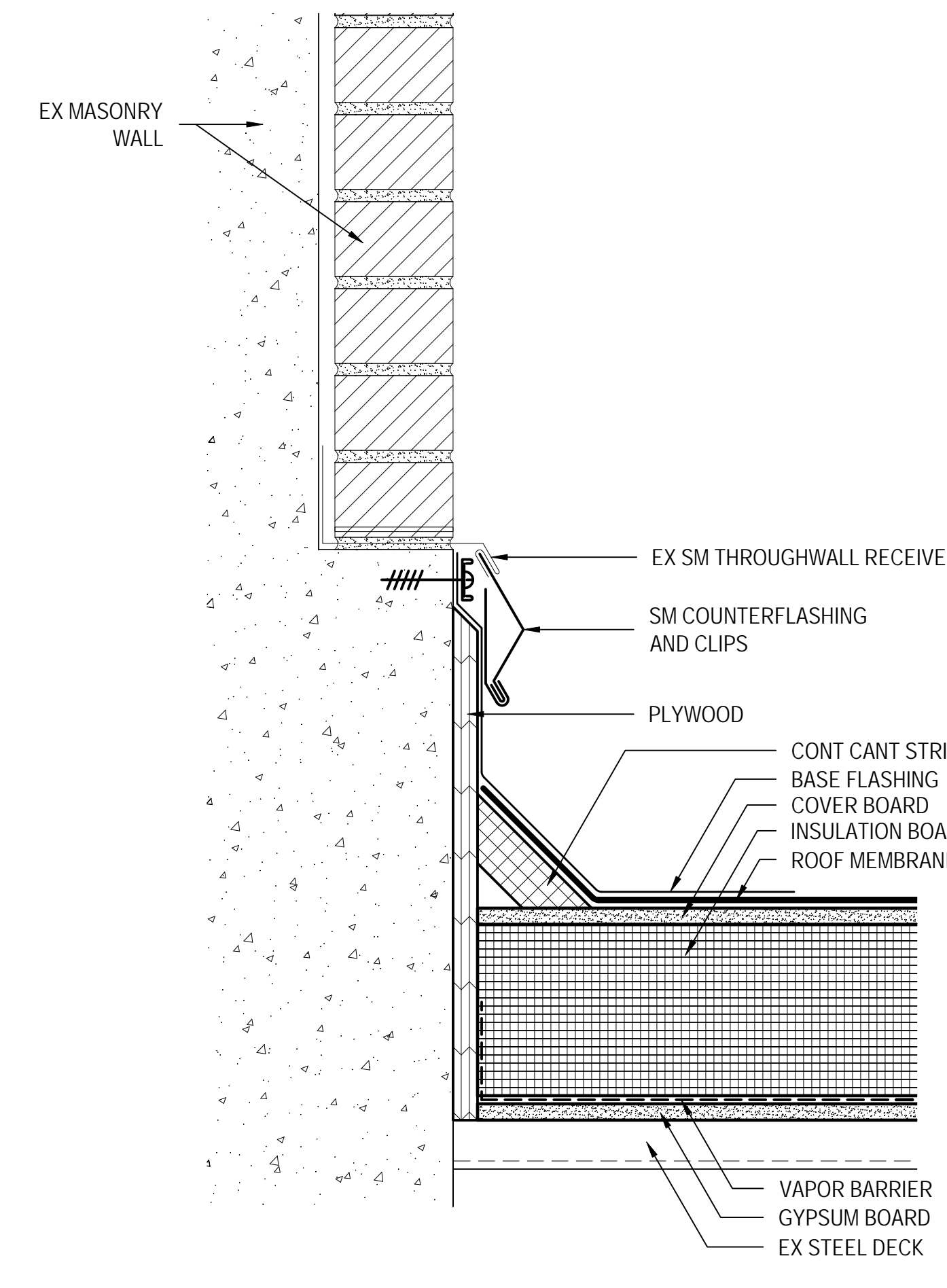
1 CONDENSATE SUPPORT  
SCALE: NOT TO SCALE



2 DOOR THRESHOLD  
SCALE: 3"=1'

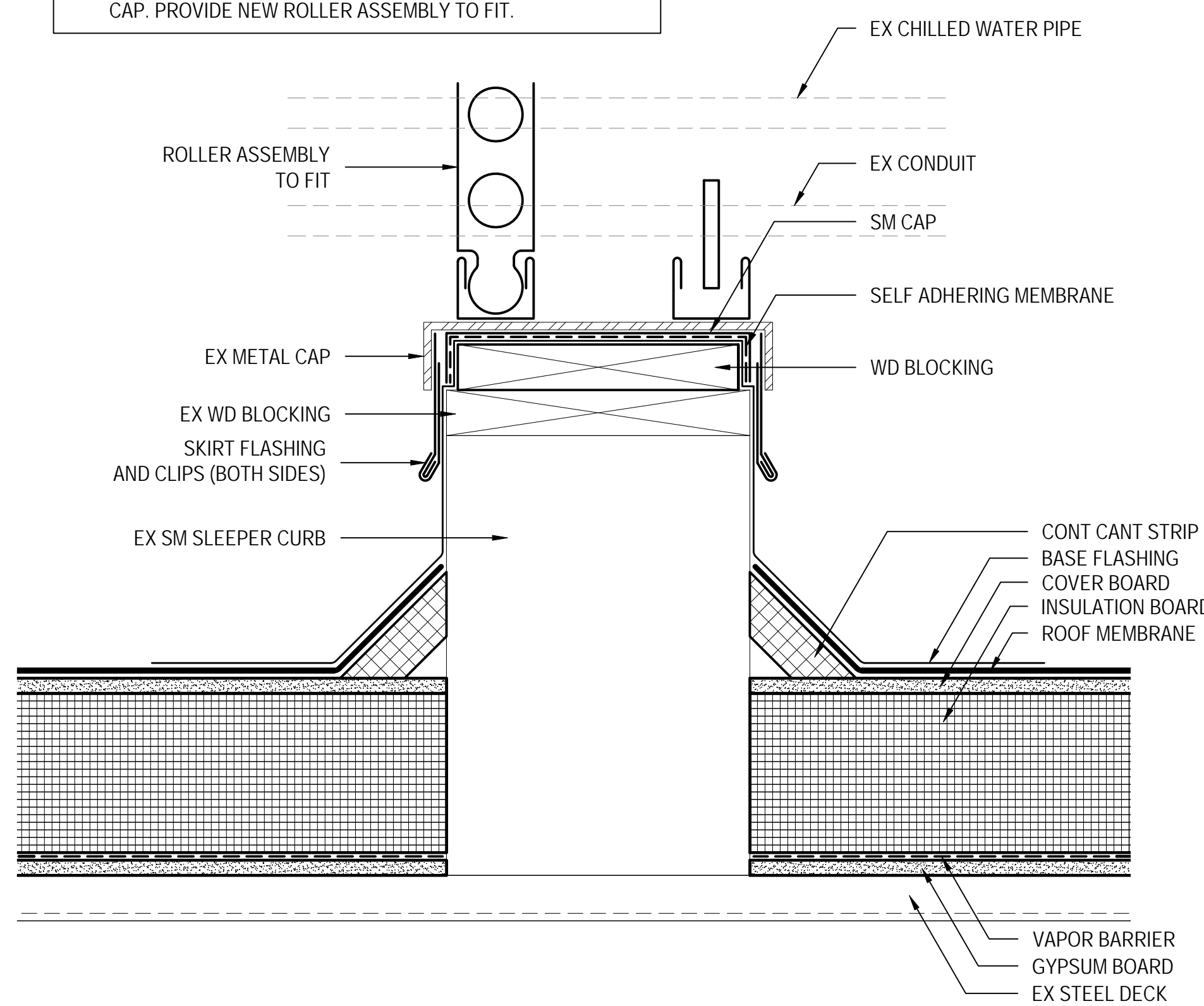


3 SEALANT JOINT  
SCALE: 3"=1'

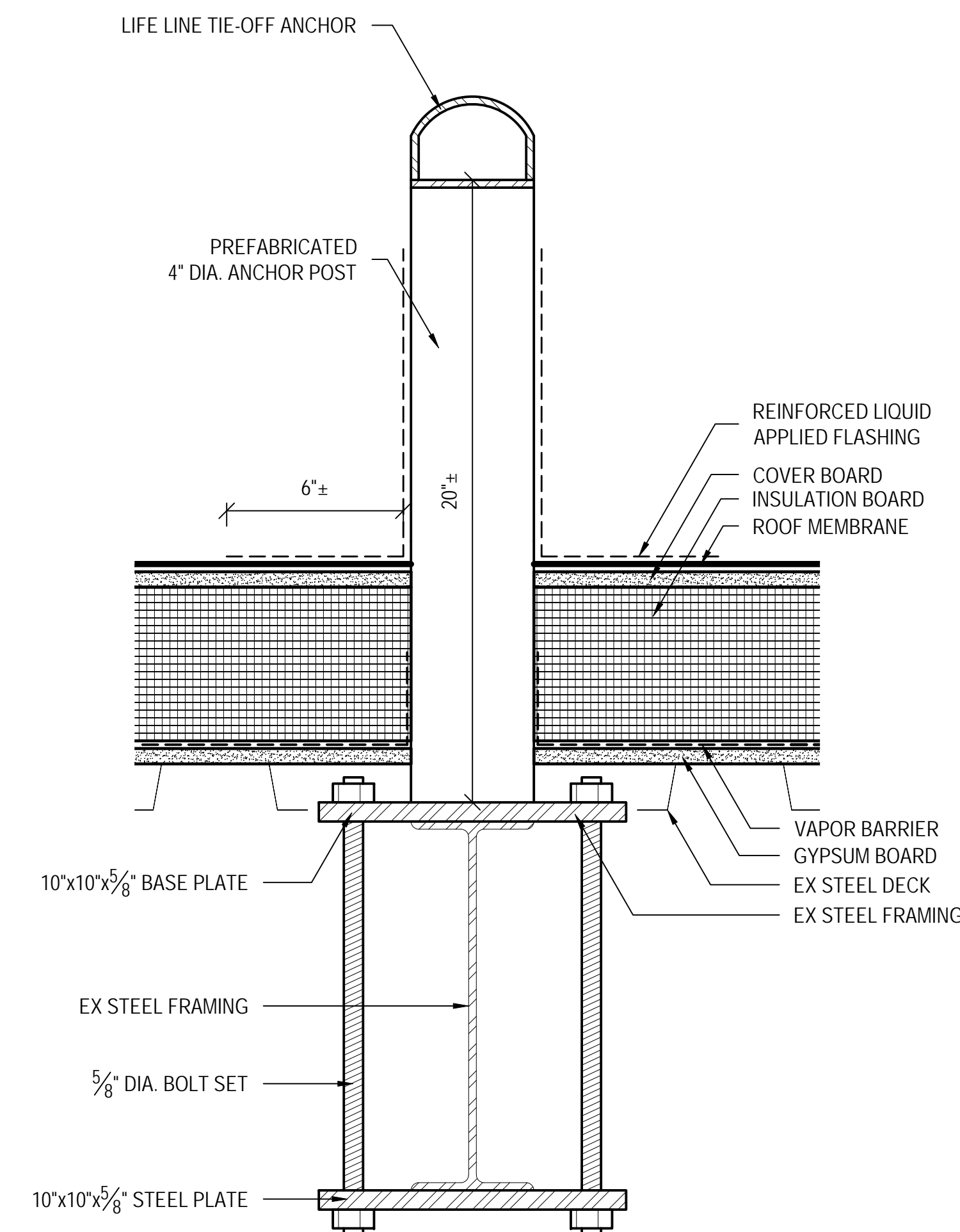


4 ROOF TO WALL  
SCALE: 3"=1'

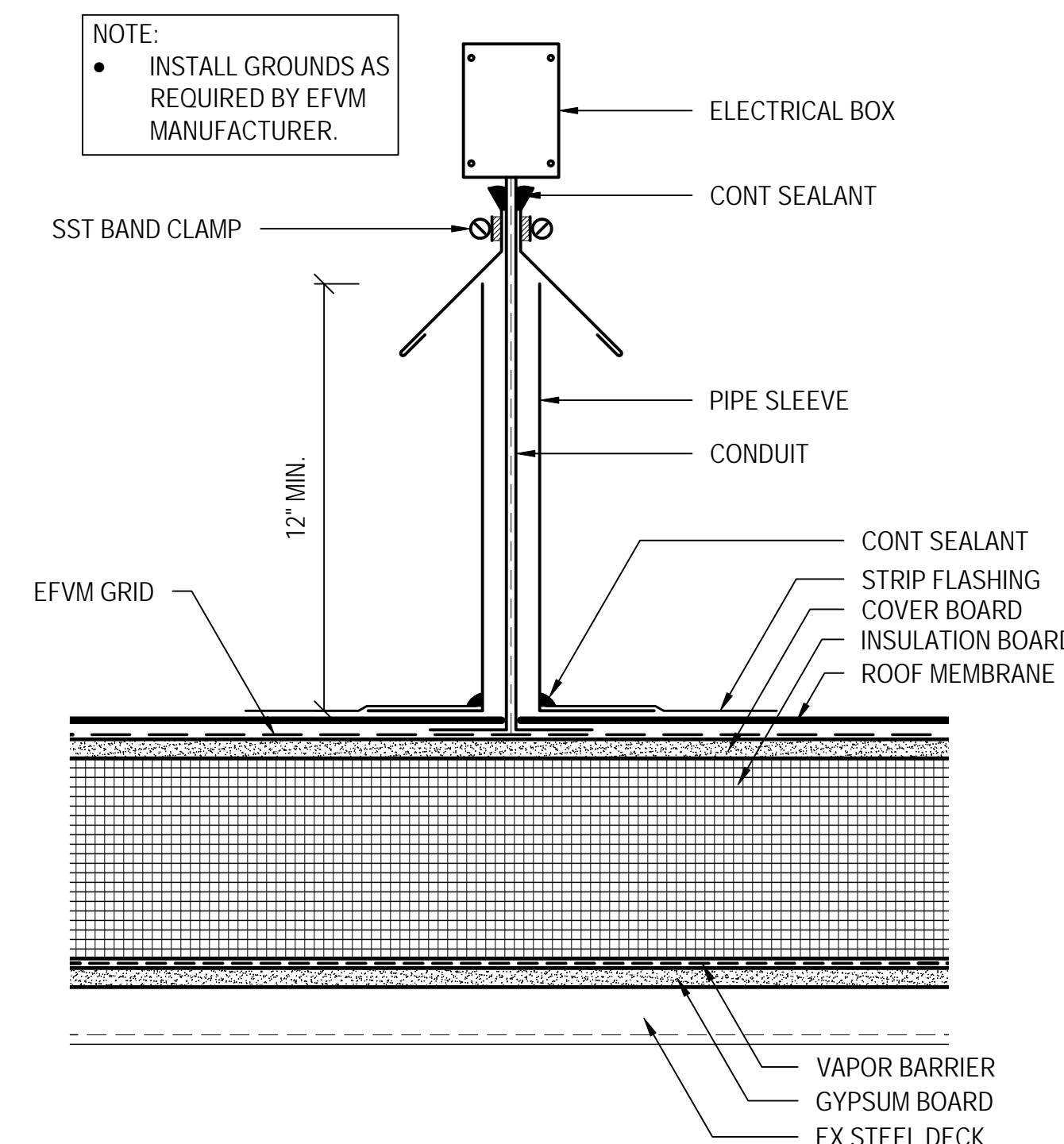
- NOTES:
- DISCONNECT, RAISE, LENGTHEN OR OTHERWISE MODIFY THE EX ELECTRICAL OR MECHANICAL SUPPLIES OR RETURNS AS REQUIRED TO COMPLETE THE WORK.
  - TEMPORARILY SUPPORT CONDUIT AND CHILLED WATER PIPING. REMOVE CHILLED WATER ROLLER SUPPORT AND EXISTING CAP. INSTALL NEW ROOF SYSTEM AND EXISTING CAP. PROVIDE NEW ROLLER ASSEMBLY TO FIT.



5 SLEEPER CURB  
SCALE: 3"=1'



6 NEW LIFE LINE TIE-OFF  
SCALE: 3"=1'



7 EFVM GROUND  
SCALE: 3"=1'

ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING (EX)

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NO.	DATE	DESCRIPTION	BY
1	3/29/2021	RFP SUBMISSION	MLF
PROJECT NO.		656266	
CADD FILE		656266.ASX	
DESIGNED BY		EDE	
DRAWN BY		MLF	
CHECKED BY		SJB	
DATE		3/29/2021	
DRAWING SCALE		AS NOTED	

GRAPHIC SCALE

SHEET TITLE

DETAILS  
NEW  
CONSTRUCTION

DRAWING NO.

A-504



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PROJECT  
ROOF REPLACEMENT - SECTION A  
MONTGOMERY COLLEGE - TAKOMA PARK  
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OWNER  
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NO.	DATE	DESCRIPTION	BY
1	3/29/2021	RFP SUBMISSION	MLF
PROJECT NO. 656266			
CADD FILE 656266.ASX			
DESIGNED BY EDE			
DRAWN BY MLF			
CHECKED BY SJB			
DATE 3/29/2021			
DRAWING SCALE NOT TO SCALE			

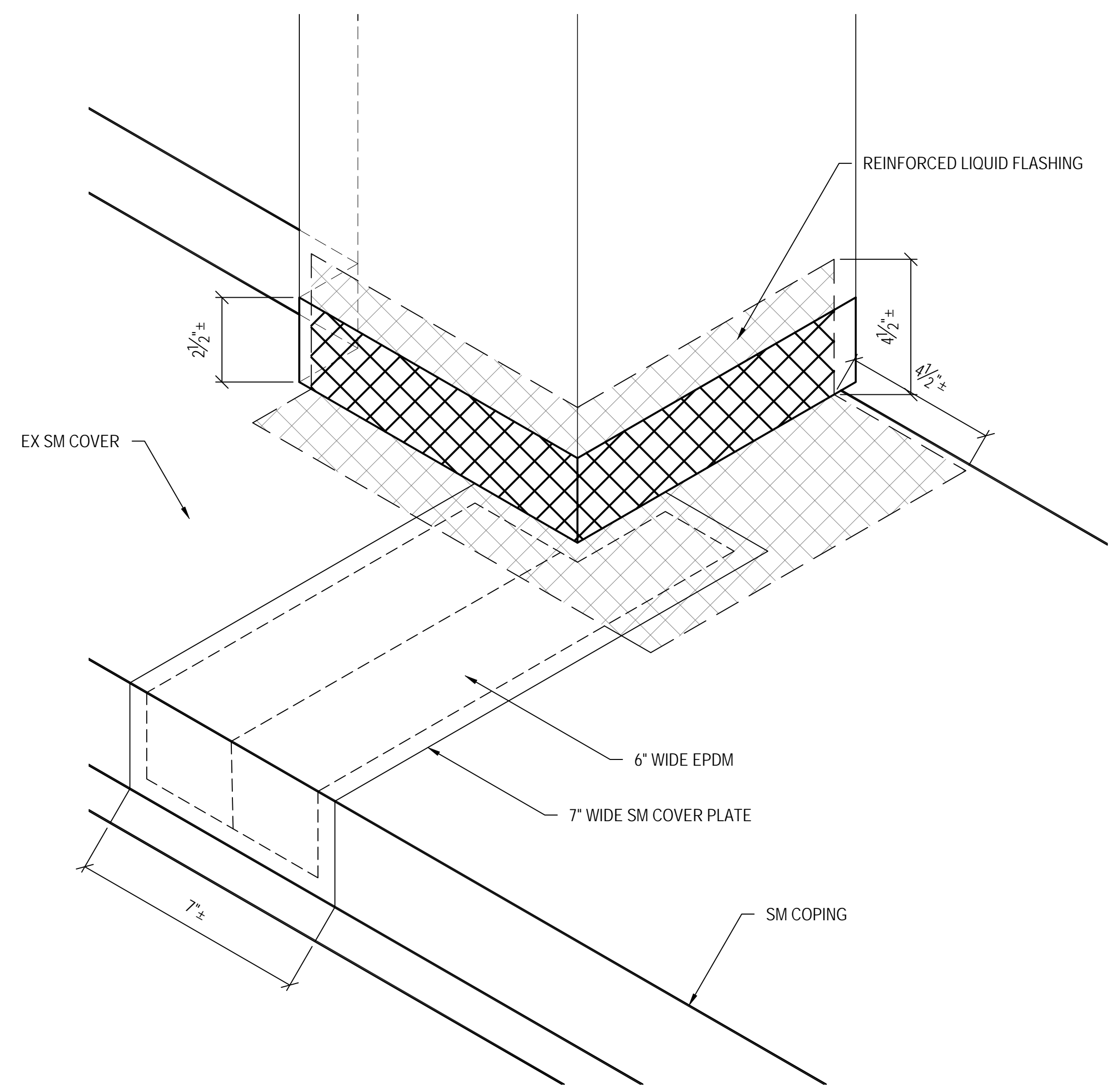
GRAPHIC SCALE

SHEET TITLE

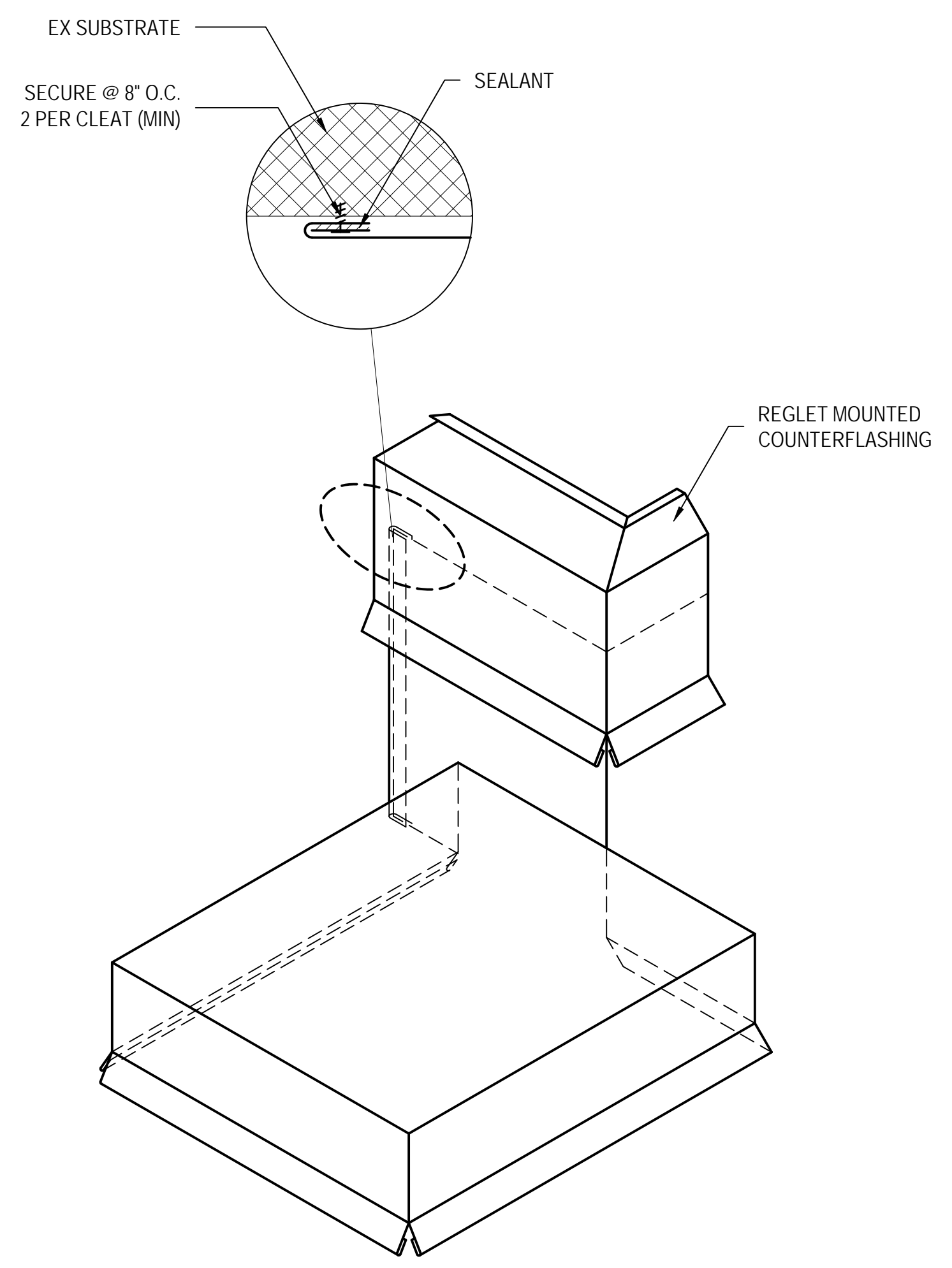
SHEET METAL  
ISOMETRIC  
DETAILS

DRAWING NO.

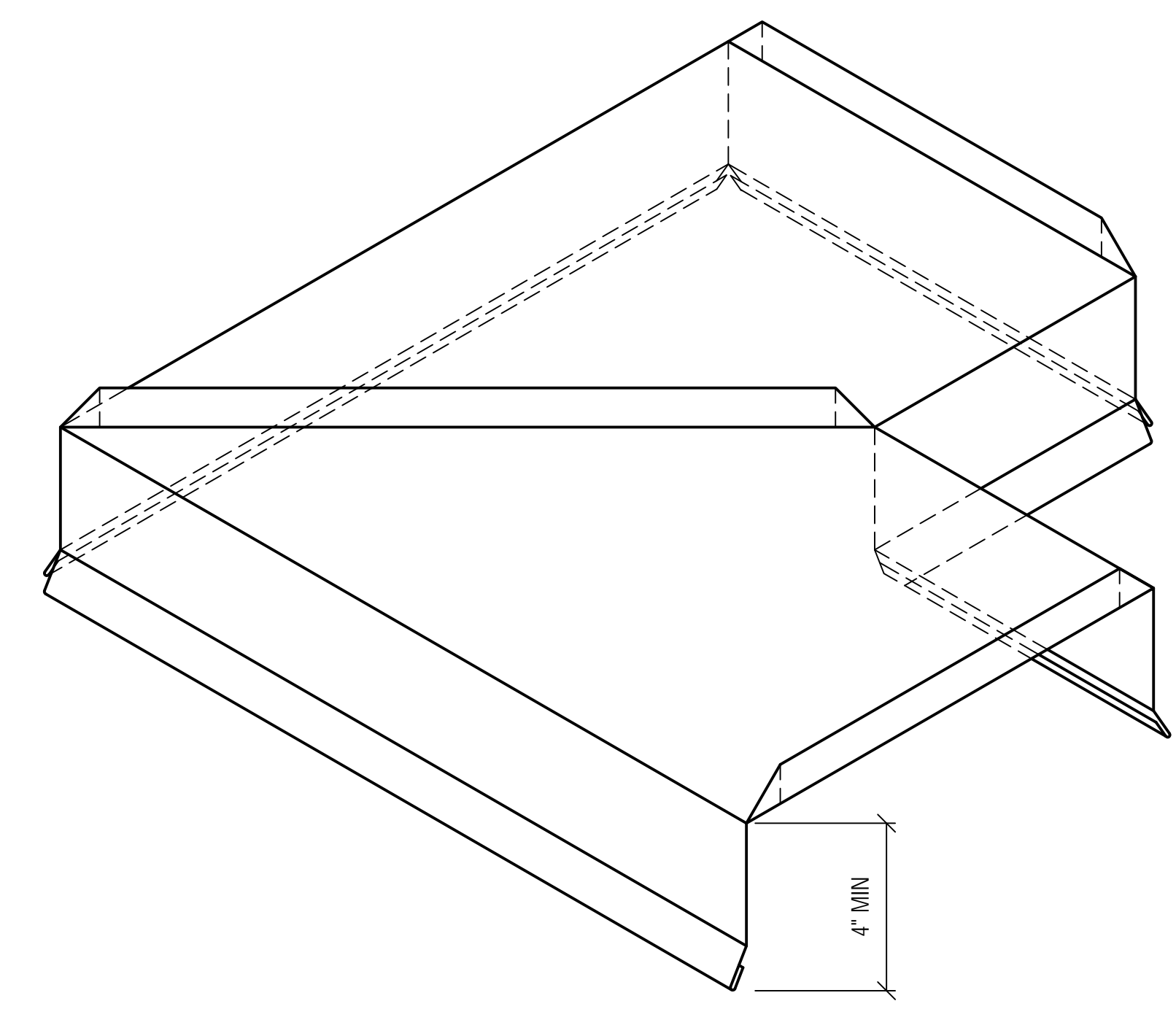
A-505



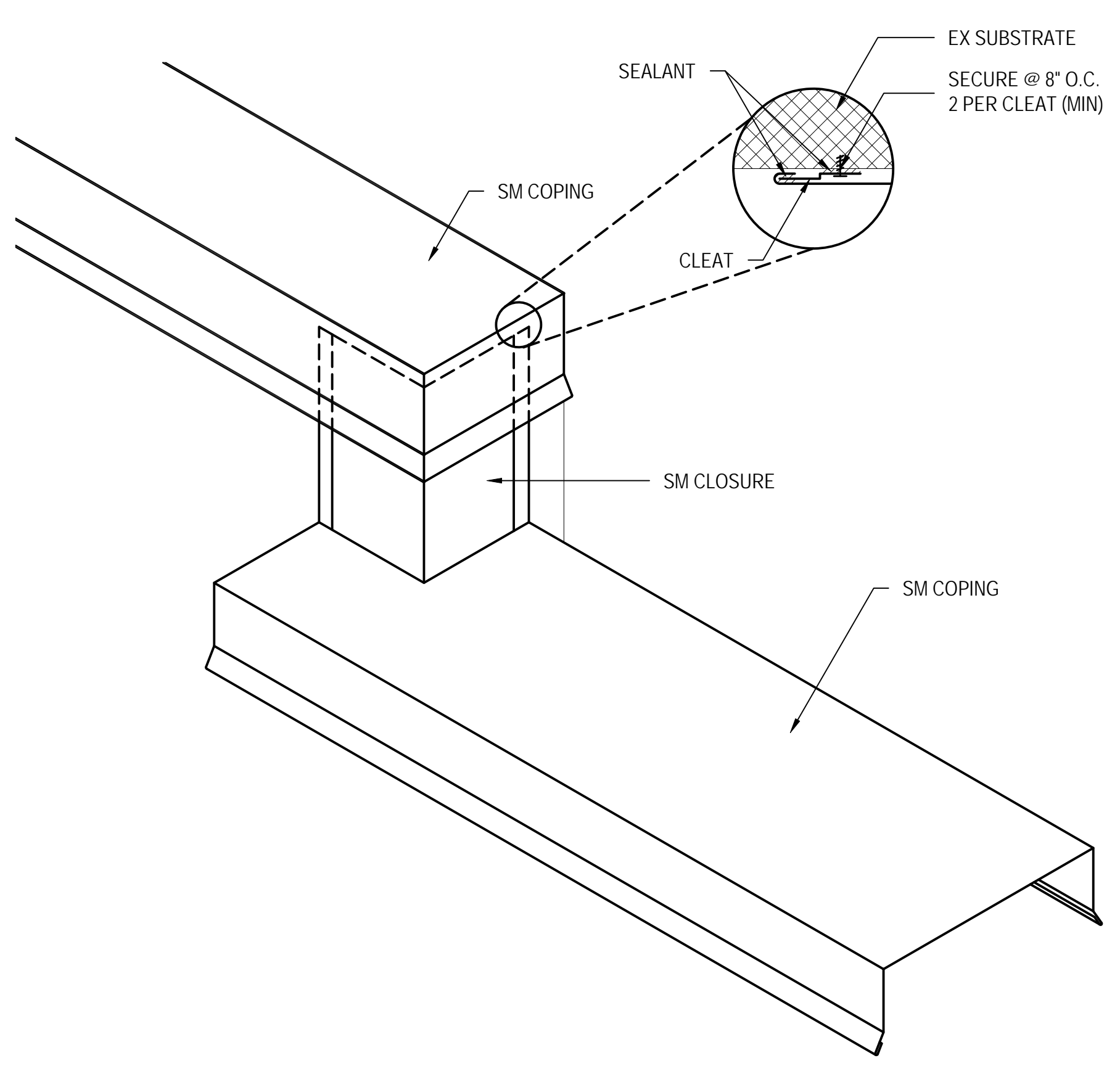
1 SHEET METAL COPING TRANSITION  
SCALE: NOT TO SCALE



2 PARAPET CAP  
SCALE: NOT TO SCALE



3 CORNER TRANSITION  
SCALE: NOT TO SCALE



4 HEIGHT TRANSITIONS  
SCALE: NOT TO SCALE

NOTES

- ISOMETRIC DETAILS ARE PROVIDED FOR TO CONVEY ADDITIONAL INFORMATION RELATED TO MATERIAL CONNECTIONS OR ASSEMBLY WHERE NEEDED OR REQUIRED AT TRANSITIONS.
- REFER TO DETAIL DRAWINGS SPECIFICATIONS FOR REQUIRED MATERIALS.
- SCALE, REFERENCES AND NOTES ARE FOR CONCEPTUAL PURPOSES ONLY.
- ACTUAL CONFIGURATIONS AND TRANSITIONS MAY DIFFER WITH VARYING SITE CONDITIONS. FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION.

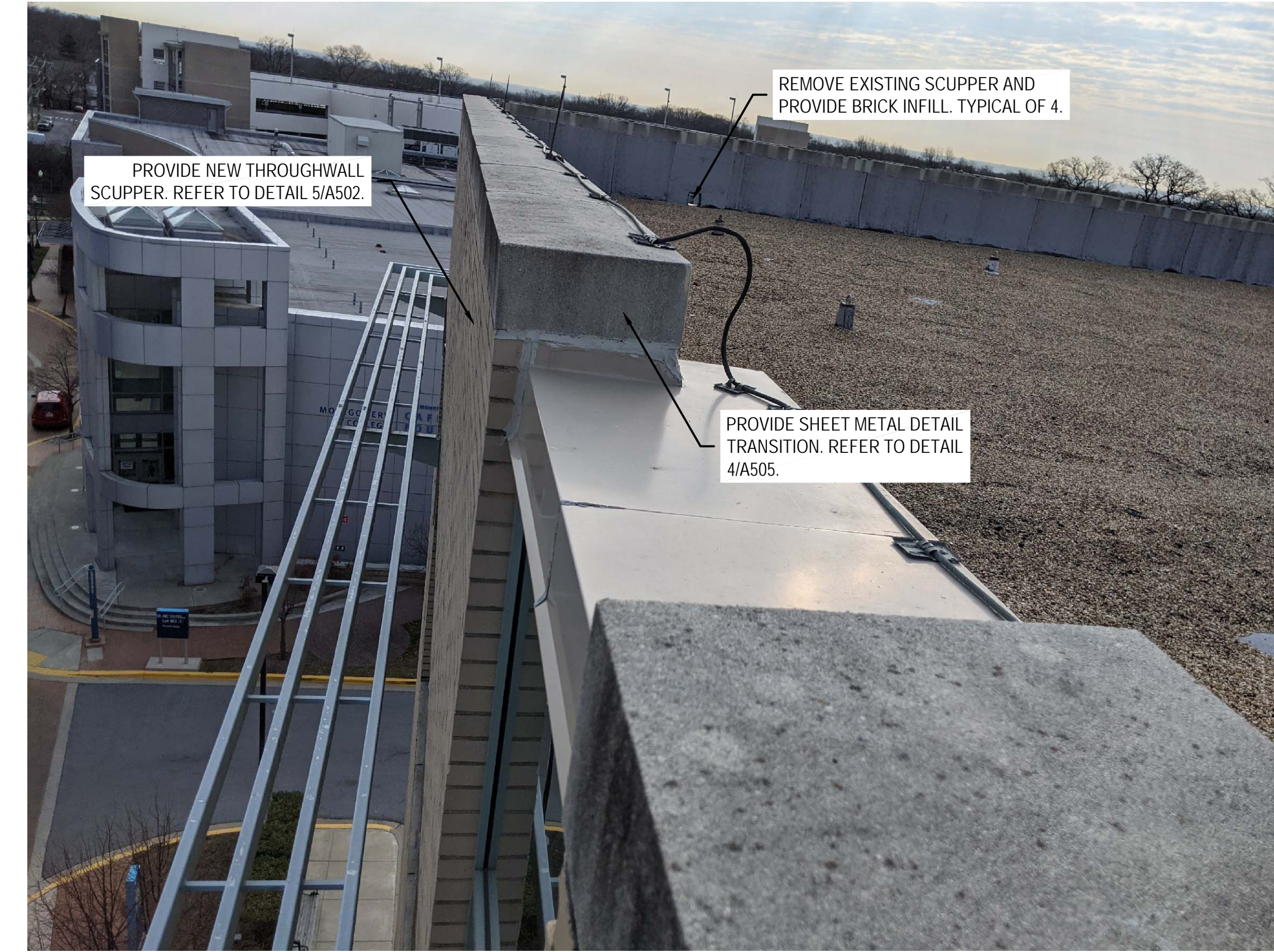
ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING (EX)



1 PHOTO  
SCALE: NONE



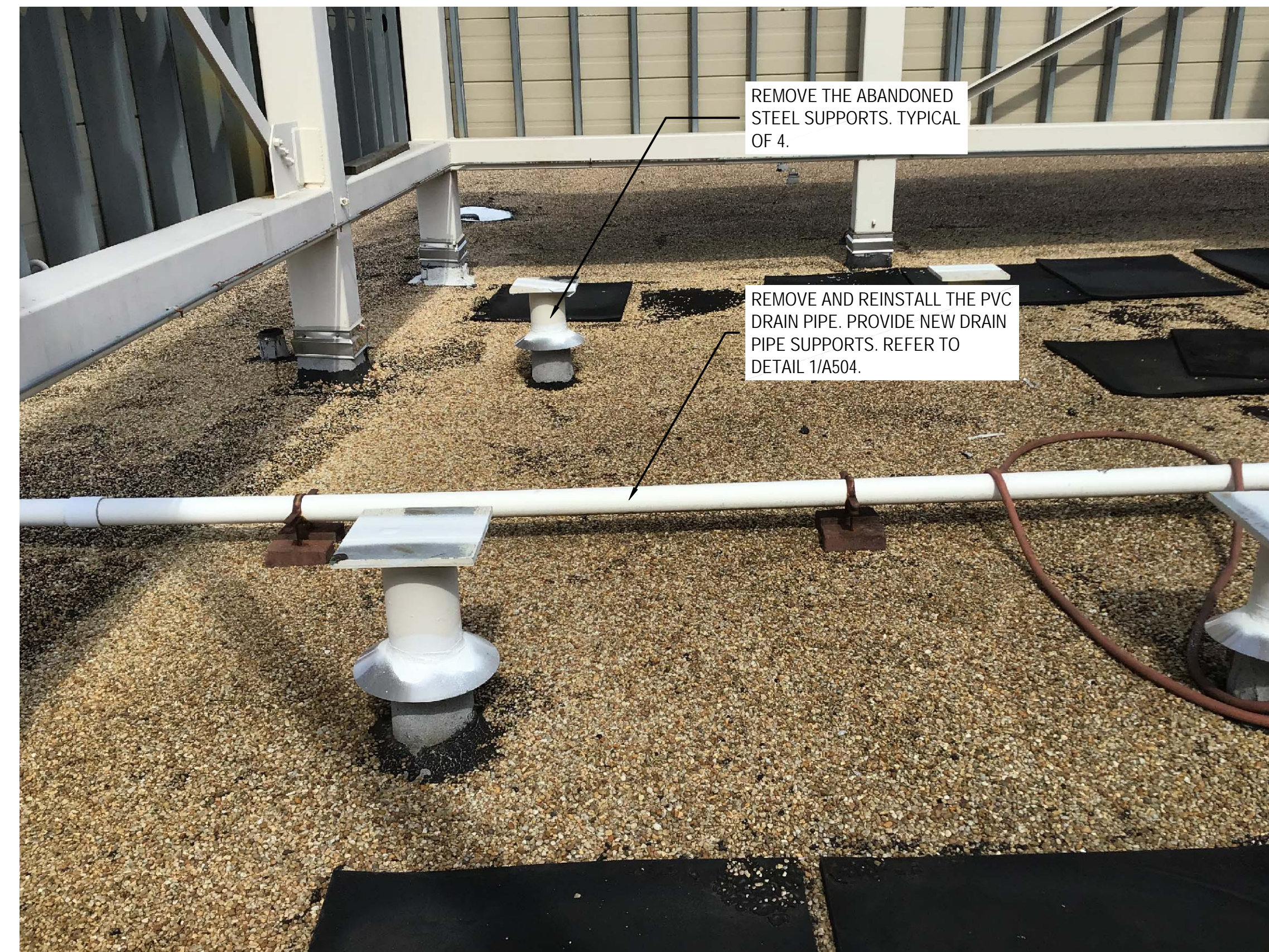
2 PHOTO  
SCALE: NONE



3 PHOTO  
SCALE: NONE



4 PHOTO  
SCALE: NONE



5 PHOTO  
SCALE: NONE



6 PHOTO  
SCALE: NONE



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NO.	DATE	DESCRIPTION	BY
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PROJECT NO.		656266	
CADD FILE		656266-P1x	
DESIGNED BY		EDE	
DRAWN BY		MLF	
CHECKED BY		SJB	
DATE		3/29/2021	
DRAWING SCALE		NOT TO SCALE	
GRAPHIC SCALE			

SHEET TITLE

PHOTOS

DRAWING NO.  
PH-01