SPECIFICATIONS

for the

SOUTHERN MIDDLE SCHOOL
SEWER LINE REPLACEMENT
605 HARVEY WINTERS ROAD
OAKLAND, MARYLAND  21550

PSC Project No. 11.008.18UR
GCPS BID No. SX0708-2293
BFM Project No. 17012

OWNER
GARRETT COUNTY PUBLIC SCHOOLS
40 South Second Street
Oakland, Maryland  21550

BOARD OF EDUCATION OF GARRETT COUNTY

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GARRETT COUNTY INTERIM SUPERINTENDENT OF SCHOOLS

Ms. Barbara L. Baker

MD INTERIM STATE SUPERINTENDENT OF SCHOOLS

Karen R. Salmon, PH. D.

April 27, 2017

PREPARED BY:
Specs Consulting Engineers & Surveyors
105 South Centre Street, Suite 100
Cumberland, Maryland 21502
301-777-2510

Bushey Feight Morin Architects Inc.
473 North Potomac Street
Hagerstown, Maryland 21740
301-733-5600
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CONDITIONS OF THE CONTRACT
SECTION 00 01 20

DIRECTORY
DIRECTORY
SOUTHERN MIDDLE SCHOOL
SEWER LINE REPLACEMENT
GARRETT COUNTY PUBLIC SCHOOLS
PSC PROJECT NO.: 11.008.18UR
BFM No. 17012

OWNER:
GARRETT COUNTY PUBLIC SCHOOLS
FACILITIES & MAINTENANCE DEPARTMENT
770 Dennett Road
Oakland, MD 21550
Contact: William Swift, Director of Facilities E-mail: wswift@ga.k12.md.us
Telephone: 301-334-8906
Fax: 301-334-8916

CIVIL ENGINEER:
SPECS Consulting Engineers and Surveyors
105 South Centre Street, Suite 100
Cumberland, MD 21502
Contact: Ray Rase: Principal E-mail: ray@specseng.com
Telephone: 301-777-2510
Fax: 301-777-8419

ARCHITECT:
BUSHEY FEIGHT MORIN ARCHITECTS INC.
473 North Potomac Street
Hagerstown, MD 21740
Contact: Michael Gehr: Principal E-mail: mgehr@bfmarchitects.com
Telephone: 301-733-5600
Fax: 301-733-5612

SITE:
Southern Middle School
605 Harvey Winters Drive
Oakland, MD 21550
SECTION 00 10 00

INVITATION TO BIDDERS
Notice is given hereby that: Garrett County Board of Education will accept bids for the Sewer Line Replacement to the Southern Middle School according to Drawings and Specifications prepared by SPECS Consulting Engineers & Surveyors and BFM Architects Inc. described in general as:

In-situ repair of existing sanitary sewer line(s) from Southern Middle School to the main line along Broadford Road involving all necessary grading, structures and cleanouts and necessary items for bypass/diversion of sewage flows, clean, and TV inspection line, etc per the drawings. Repair of disturbed areas to match adjacent site conditions. Repairs of isolated joints may be required.

Sealed bids will be received at the Garrett County Board of Education, 40 S. Second Street, Oakland, MD at 10:00 am (EST/DST) time on June 6, 2017 at the front reception area. A school board designee will receive and carry all bids to the designated room to be read aloud. Affidavit for the MBE compliance must be submitted with the bid.

Bids received by the designated time will be opened shortly thereafter at a designated location in the building and read aloud at that time and at that place. Bids received after that time will not be accepted. Interested parties are invited to attend.

No bidder may withdraw his bid for a period of sixty (60) calendar days after the day of the bid opening.

Proposed Contract Documents may be examined at:

SPECS Consulting Engineers and Surveyors.
5 South Centre Street
Cumberland, MD 21502

Facilities Department
Garrett County Board of Education
40 S. Second Street
Oakland, MD 21550

Bona fide general contract bidders may secure a CD with PDF files of the proposed Contract Documents from either the Architect’s Office and/or from the Facilities Dept. at the Garrett Co. Board of Education on the following basis:

1. Qualified General Contractors can obtain a CD set of the Construction Documents which includes specifications and drawings and any addenda or subsequently issued data during the bidding; upon payment of $35.00, non-refundable, plus any mailing charges via separate check. Qualified General Contractor must pickup at least one set from Garrett County Board of Education or SPECS to ensure receipt of addenda. Checks shall be made out to Garrett County Board of Education.

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and prospective bidders shall be required to furnish to the Architect evidence of performance of similar projects of this magnitude and complication and all such information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein.
Bid security by surety bond or certified check in the amount of 5% of the base bid will be required to accompany bids by the General Contractor.

Bona fide General Bidders must be licensed by the State of Maryland.

A pre-bid meeting will be held at the project site, Southern Middle School, on May 23, 2017 at 9:00 AM.

Request for substitutions for products specified shall be provided 10 days before bid dated and comply with Section 01 60 00 Product Requirements of the Specifications.

Performance and Payment bonds shall be in accordance with AIA Document A201, Article 11.5 in the amount of 100% of the total Base Bid cost.

The Owner reserves the right to reject any or all bids and to waive irregularity in the bids and in the bidding.

By order of: Garrett County Board of Education
Ms. Barbara L. Baker, Interim Superintendent

END OF INVITATION TO BID
SECTION 00 14 00

AIA DOCUMENT A701
INSTRUCTIONS TO BIDDERS
Instructions to Bidders

for the following PROJECT:
(Name and location or address)
GCPS: Southern Middle School - Sewer Line Replacement

THE OWNER:
(Name, legal status and address)
Garrett County Public Schools
40 South Second Street
Oakland, MD 21550

THE ARCHITECT:
(Name, legal status and address)
Bushey Feight Morin Architects Inc.
473 North Potomac Street
Hagerstown, Maryland 21740

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
ARTICLE 1  DEFINITIONS
§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

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

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

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

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

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

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

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

ARTICLE 2  BIDDER’S REPRESENTATIONS
§ 2.1 The Bidder by making a Bid represents that:
§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

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

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

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

ARTICLE 3  BIDDING DOCUMENTS
§ 3.1 COPIES
§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder’s deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.
§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

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

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

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

§ 3.3 SUBSTITUTIONS
§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

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

§ 3.4 ADDENDA
§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

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

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

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

ARTICLE 4 BIDDING PROCEDURES
§ 4.1 PREPARATION OF BIDS
§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.
§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

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

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

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

§ 4.2 BID SECURITY
§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a security bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

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

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

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

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

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

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

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that
they are then fully in conformance with these Instructions to Bidders.

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

ARTICLE 5 CONSIDERATION OF BIDS
§ 5.1 OPENING OF BIDS
At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids
received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to
Bidders.

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

§ 5.3 ACCEPTANCE OF BID (AWARD)
§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been
submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.
The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which,
in the Owner’s judgment, is in the Owner’s own best interests.

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

ARTICLE 6 POST-BID INFORMATION
§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly
executed AIA Document A305, Contractor’s Qualification Statement, unless such a Statement has been previously
required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER’S FINANCIAL CAPABILITY
The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than
seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that
financial arrangements have been made to fulfill the Owner’s obligations under the Contract. Unless such reasonable
evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS
§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of
selection for the award of a Contract, furnish to the Owner through the Architect in writing:
- a designation of the Work to be performed with the Bidder’s own forces;
- names of the manufacturers, products, and the suppliers of principal items or systems of materials and
equipment proposed for the Work; and
- names of persons or entities (including those who are to furnish materials or equipment fabricated to a
special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and
responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding
Documents.

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND
§ 7.1 BOND REQUIREMENTS
§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder’s usual sources.

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

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder’s usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS
§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

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

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.
Additions and Deletions Report for
AIA® Document A701™ – 1997

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:24:34 on 02/27/2017.

PAGE 1

GCPS: Southern Middle School - Sewer Line Replacement

...Garrett County Public Schools
40 South Second Street
Oakland, MD 21550
...

(Name, legal status and address)
Buskey Feight Morin Architects Inc.
473 North Potomac Street
Hagerstown, Maryland 21740
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, BFM Architects Inc., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:24:34 on 02/27/2017 under Order No. 6016543869_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 1997, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Titled)

(Dated)
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, BFM Architects Inc., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:24:34 on 02/27/2017 under Order No. 6016543869_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 1997, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)
SECTION 00 20 00

STANDARD FORM OF PROPOSAL
TO: Garrett County Board of Education
40 S. Second Street
Oakland, MD 21550

Bid Date: June 6, 2017
Time: 10:00 AM EST/DST

PROJECT: Southern Middle School – Sewer Line Replacement

Proposal of _____________________________________________________ (hereinafter called "Bidder"), a corporation, organized and existing under the laws of the State of __________________________ *
a partnership, or and individual doing business as ______________________________________________.

Gentlemen:

The bidder, in compliance with your invitation for bids for the Fire Alarm Replacement at Southern Middle School, has examined the plans and specifications with related documents and the size of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplied, and to construct the project in accordance with the Contract Documents and Addenda within the time set forth therein, and at the prices stated below. These prices are to cover all expense incurred in performing the work required under the Contract Documents, of which this proposal is a part.

COMPLETION TIME:

To begin the performance at the time stated in the Notice to Proceed and to complete the work in accordance with the provisions of the Contract Documents.

The undersigned agrees to substantially complete the entire work in by August 22, 2017. Notice to Proceed anticipated by or before June 8, 2017. Work can start June 12, 2017. Subject to the last scheduled day of classes.

Bidder acknowledges receipt of the following Addenda: _____ _____ _____ _____

A. BASE BID - UNIT PRICE METHOD

To furnish labor, materials, equipment, and services necessary to properly complete the work required per Contract Documents. Should the undersigned be required to perform work over and above that required by Contract Documents, he will be paid an extra, or shall credit the Owner, as the case may be, on the basis of unit prices quoted herein. Prices quoted shall be the same for “extra” work and for “credit” work and shall be the sum total compensation payable or creditable for such items of work.

B. UNIT PRICE SCHEDULE

<table>
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<th>ITEM NO.</th>
<th>APPROXIMATE QUANTITIES</th>
<th>DESCRIPTION OF ITEMS</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tr>
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<td>CODE</td>
<td></td>
<td>DOLLARS</td>
<td>CENTS</td>
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<td>1001</td>
<td>1 EACH</td>
<td>INSTALL PROJECT SIGN</td>
<td></td>
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</tr>
<tr>
<td>1002</td>
<td>LUMP SUM LUMP SUM</td>
<td>MOBILIZATION</td>
<td></td>
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C. SUBCONTRACTORS

The undersigned proposed to use the following subcontractors for the trades indicated. The Owner reserves for right to reject a subcontractor who in its opinion has inadequate experience, or has a history of poor performance in the trade, or who is financially unable to properly execute this project. All subcontractors shall have a pre-qualification form on file with the Garrett County Board of Education or shall be submitted at the time of bid if listed as a subcontractor. The General Contractor will be prudent to list only those subcontractors that meet the criteria because no extra cost will be paid for changing to a responsible subcontractor. Subcontractors whose portions of work is $100,000 or more shall provide Performance/Payment Bond for their portion of work in addition to the General Contractor. Before Award of Bids, a complete list of all subcontractors shall be submitted for review and approval by the Owner.

Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.

All alternates and unit prices called for in the Contract Document must be submitted herewith.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. That if the undersigned by notification of acceptance of this proposal within this time period, the firm shall complete the total work within the time from previously stated from the date established for written “Notice to Proceed”. If this work is not completed within the time period specified, the contractor will be liable for Liquidated Damages of $500.00 per calendar day.

Bid Security Bonds shall be submitted with each proposal in the amount of 5% of the total of the Base Bid. Bid Bonds, except those of three low bidders will be returned after the bid opening. Other bid bonds will be returned after the related contract has been executed. If no bid has been accepted within sixty days after the bid opening, then any bond may be returned upon demand of the bidder.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract within 10 days. The Bid Security attached in the sum of:
is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted,

By___________________________________
(Signature)

___________________________________
(Title)

___________________________________
(Business Address)

___________________________________
(Phone Number)              (Fax Number)

(SEAL) If bid is by a corporation.

(Registered MD Contractor No.)  (Place of Issuance) (Date Issued)

*Enclose copy of current license to operate in State of Maryland.

The bidder represents, and it is a precedent to acceptance of this bid, that the bidder has not been a party to any agreement to bid a fixed or uniform price.

___________________________________
Signature of Officer & Title                     (SEAL)

SUBSCRIBED AND SWORN to before me, a Notary Public in the State of

, County of                                      City of

this                                          day of

, 2017. Commission Expires: _____________________________

_____    Minority Business Enterprise Utilization Affidavit enclosed

_____    Schedule for Participation of Certified Minority Business Enterprise

_____    Subcontractor Pre-Qualification forms if not on file with the Garrett County Board of Education
SECTION 00 24 00

ACKNOWLEDGEMENT FORM
ACKNOWLEDGEMENT OF RECEIPT FOR CONTRACT DOCUMENTS FOR:

SOUTHERN MIDDLE SCHOOL – SEWER LINE REPLACEMENT

We, ____________________________, acknowledge that all drawings that are listed in the specification index has been provided to our firm for bidding purposes.

DRAWING INDEX

C0.0 Title Sheet
C0.1 List of Symbols and Abbreviations
C0.2 Miscellaneous Construction Details
C1.0 Proposed Site Plan

Contractor

_________________________________________
Name                                                                                                            Title

_________________________________________
Signature
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.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

[ ] Corporation
[ ] Partnership
[ ] Individual
[ ] Joint Venture
[ ] Other

NAME OF PROJECT: (if applicable) GCPS: Southern Middle School - Sewer Line Replacement

TYPE OF WORK: (file separate form for each Classification of Work)

[ ] General Construction
[ ] HVAC
[ ] Electrical
[ ] Plumbing
[ ] Other: (Specify)

§ 1 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 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:
§ 1.3.3 President’s name:
§ 1.3.4 Vice-president’s name(s)

§ 1.3.5 Secretary’s name:
§ 1.3.6 Treasurer’s name:

§ 1.4 If your organization is a partnership, answer the following:
   § 1.4.1 Date of organization:
   § 1.4.2 Type of partnership (if applicable):
   § 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:
   § 1.5.1 Date of organization:
   § 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING
§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization’s partnership or trade name is filed.

§ 3 EXPERIENCE
§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
   § 3.2.1 Has your organization ever failed to complete any work awarded to it?

   § 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

   § 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 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.)
§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4 REFERENCES
§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:
§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5 FINANCING
§ 5.1 Financial Statement.
§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;
Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes):

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6 SIGNATURE
§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

I, 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

Notary Public:

My Commission Expires:
Additions and Deletions Report for
AIA® Document A305™ – 1986

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:26:59 on 02/27/2017.

PAGE 1

NAME OF PROJECT: (if applicable) GCPS: Southern Middle School - Sewer Line Replacement
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, BFM Architects Inc., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:26:59 on 02/27/2017 under Order No. 6016543869_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986, Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)
SECTION 00 30 00

AIA DOCUMENT A201
GENERAL CONDITIONS TO THE CONTRACT
General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
GCPS: Southern Middle School - Sewer Line Replacement

THE OWNER:
(Name, legal status and address)
Garrett County Public Schools
40 South Second Street
Oakland, MD 21550

THE ARCHITECT:
(Name, legal status and address)
Bushey Feight Morin Architects Inc.
473 North Potomac Street
Hagerstown, Maryland 21740

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

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
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ARTICLE 1  GENERAL PROVISIONS
§ 1.1 BASIC DEFINITIONS
§ 1.1.1 THE CONTRACT DOCUMENTS
The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding requirements.

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

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

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

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

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

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

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

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

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor. Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

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

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

ARTICLE 2  OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the
portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER’S RIGHT TO STOP THE WORK
If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER’S RIGHT TO CARRY OUT THE WORK
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR
§ 3.1 GENERAL
§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

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

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.
§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.5 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 WARRANTY
The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS
§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that 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, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.
\section*{3.8 Allowances}

\subsection*{3.8.1} The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

\subsection*{3.8.2} Unless otherwise provided in the Contract Documents,

\begin{enumerate}
\item Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
\item Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
\item Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
\end{enumerate}

\subsection*{3.8.3} Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

\section*{3.9 Superintendent}

\subsection*{3.9.1} The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

\subsection*{3.9.2} The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

\section*{3.10 Contractor's Construction Schedules}

\subsection*{3.10.1} The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

\subsection*{3.10.2} The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

\subsection*{3.10.3} The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

\section*{3.11 Documents and Samples at the Site}

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.
§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

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

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

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

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

§ 3.14 CUTTING AND PATCHING
§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor’s consent to cutting or otherwise altering the Work.

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

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

§ 3.16 ACCESS TO WORK
The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

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

§ 3.18 INDEMNIFICATION
§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.
§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT
§ 4.1 GENERAL
§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT
§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect’s action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect’s review of the Contractor’s submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect’s responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor’s rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor’s compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the
Owner shall nevertheless remain legally responsible for all of the successor contractor’s obligations under the subcontract.

ARTICLE 6  CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
§ 6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS
§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to those including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

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

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

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor’s delays, improperly timed activities, damage to the Work or defective construction.

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

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER’S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.
ARTICLE 7    CHANGES IN THE WORK
§ 7.1 GENERAL
§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

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

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

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

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

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. Unit prices stated in the Contract Documents or subsequently agreed upon;
3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
4. As provided in Section 7.3.7.

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

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

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor’s agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment 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, an amount
for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 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;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect’s professional judgment, to be reasonably justified. The Architect’s interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 MINOR CHANGES IN THE WORK
The Architect has 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 will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME
§ 8.1 DEFINITIONS
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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

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

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

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.
§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME
§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION
§ 9.1 CONTRACT SUM
The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES
Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT
§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor’s right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

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

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

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect’s evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

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

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

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS
§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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

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

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

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT
If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION
§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not substantially complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Contractor’s property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys’ fees.
§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:
.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents; or
.3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY
§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY
§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor’s Subcontractors or Sub-subcontractors; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor’s obligations under Section 3.18.
§ 10.2.6 The Contractor shall designate a responsible member of the Contractor’s organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor’s superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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

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

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect’s consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor’s fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner’s fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.
§ 10.4 EMERGENCIES
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 CONTRACTOR’S LIABILITY INSURANCE
§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor’s obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor’s completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect’s consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s completed operations.

§ 11.2 OWNER’S LIABILITY INSURANCE
The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance.
§ 11.3 PROPERTY INSURANCE
§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE
The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment...
property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION
The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect’s consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect’s consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner’s property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner’s duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner’s exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 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 authorize a copy to be furnished.
ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK
§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect’s examination and be replaced at the Contractor’s expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner’s expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor’s expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK
§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION
The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION
§ 12.2.2.1 In addition to the Contractor’s obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations other than specifically to correct the Work.
§ 12.3 ACCEPTANCE OF NONCONFORMING WORK
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13  MISCELLANEOUS PROVISIONS
§ 13.1 GOVERNING LAW
The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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

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

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

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

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

§ 13.5 TESTS AND INSPECTIONS
§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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

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

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

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

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

§ 13.6 INTEREST
Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 TERMINATION BY THE CONTRACTOR
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor’s request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner’s obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days’ written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.
§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
.2 Accept assignment of subcontracts pursuant to Section 5.4; and
.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE
§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.

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

§ 14.4.3 In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.
ARTICLE 15  CLAIMS AND DISPUTES
§ 15.1 CLAIMS
§ 15.1.1 DEFINITION
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS
Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE
Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME
§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 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 except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION
§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.
§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker’s sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner’s expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor’s default, the Owner may, but is not obligated to, notify the surety’s assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic’s lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
§ 15.3.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION
§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINER
§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.
Additions and Deletions Report for
AIA® Document A201™ - 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:25:17 on 02/27/2017.

PAGE 1

GCPS: Southern Middle School - Sewer Line Replacement

Garrett County Public Schools
40 South Second Street
Oakland, MD 21550

(Name, legal status and address)
Bushey Feight Morin Architects Inc.
473 North Potomac Street
Hagerstown, Maryland 21740
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, BFM Architects Inc., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:25:17 on 02/27/2017 under Order No. 6016543869_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)
SECTION 00 35 00

SUPPLEMENTAL CONDITIONS TO A201 GENERAL CONDITIONS
SECTION 00 35 00
SUPPLEMENTAL CONDITIONS TO THE GENERAL CONDITIONS

PART 1 – DESCRIPTION

1.1 Description
   A. The "Supplemental Conditions to the General Conditions" contain changes and additions to the "General Conditions". Where no part of the General Conditions is modified as bound by the Supplemental Conditions, the unaltered provisions shall remain in effect.

PART 2 – ARTICLES

2.1 TABLE of ARTICLES (GENERAL CONDITIONS)
   A. Articles in General Conditions: Article 1 through 15 (See AIA Document A201-2007).

2.2 ARTICLES - AMENDED IN SUPPLEMENTAL CONDITIONS
   A. Specifications & Execution & Interpretation
   B. Contractor
   C. Administration of the Contract
   D. Changes in the Work
   E. Time
   F. Payments and Completion
   G. Insurance and Bonds
   H. Uncovering and Correction of Work

PART 3 – AMENDMENTS

3.1 ARTICLE 1 of GENERAL CONDITIONS: GENERAL PROVISIONS
   A. Paragraph 1.1.6 (The Specifications) – ADD the following subparagraphs:
      1. 1.1.6.1 For convenience of reference and to facilitate letter of subcontracts, specifications are separated into titled sections: such separation shall not, however, make the Architect an arbiter to establish limits to the contracts between General Contractor and Subcontractors.
      2. 1.1.6.2 The General Contractor only shall be recognized as a part of this Contract and it shall be his responsibility to turn over to the Owner a project complete in all respects and in accordance with Contract Documents.
      3. 1.1.6.3 The General Contractor shall be solely responsible for segregation of the work of various trades.
      4. 1.1.6.4 The specifications are written in the form of a directive to the General Contractor, using imperative statements.
      5. 1.1.6.7 For brevity and to avoid repetition, such phrases as "The Contractor shall" are intentionally omitted; omitted words or phrases shall be supplied in inference.
      6. 1.1.6.8 Insert "conform to" before each reference to a standard specification number (such as ASTM); see Section 03 30 00.
   B. Paragraph 1.1.6 (The Specifications) – Modify by Adding to the end of the paragraph:
1. "related services"…including performing all operations in connection with the fabrication and installation of all items, complete, as shown on the drawings and/or specified, subject to the GENERAL CONDITIONS and SUPPLEMENTAL CONDITIONS (if any) and terms of the CONTRACT. Where SUPPLEMENTAL CONDITIONS or SPECIAL CONDITIONS conflict with GENERAL CONDITIONS, the former shall govern.

C. Paragraph 1.1.9 (Terminology) – ADD the following paragraph and subparagraphs:
1. 1.1.9 Terminology – For the basis of this specification, the following vocabulary shall have the following interpretations as noted.
   a. 1.1.9.1 "Provide" means "furnish and install".
   b. 1.1.9.2 "Exposed" means "Showing in any or all parts at completion of work under this Contract".
   c. 1.1.9.3 "Where shown", "As shown", or "Where Indicated" refers to the drawings, details and schedules.
   d. 1.1.9.4 "Approval", "Approved", "Selected", "Directed" and "Authorized" means by the Architect unless otherwise specified.
   e. 1.1.9.5 "Excludes" (Headings under SCOPE) means "from this section only".

D. Paragraph 1.2: Correlation and Intent of the Contract Documents: ADD the following paragraphs:
1. 1.2.4 The Drawings and Specifications are intended to be used as a complete set. Any Work shown on any of the Drawings or Specifications is intended to be installed complete and operational, unless specifically noted otherwise.
2. 1.2.5 The Contractor shall abide by and comply with the true intent of the Contract Documents and shall not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the Work as described in the Contract Documents.
3. 1.2.6 The Contract Document shall be given precedence in the following order in resolving errors, discrepancies or ambiguities: Change Orders, Addenda, Supplemental General Conditions, General Conditions, Specifications and Drawings.

E. Paragraph 1.4 Interpretation:
1. 1.4.1 Adhere to dimensions though differing from scale measurements; in the absence of dimensions or in case of doubt as to the proper measurements, consult Architect.
2. 1.4.2 Detailed drawings take precedence over those of small scale and specifications take precedence over drawings.
3. 1.4.3 In the event of conflict or inconsistency within the drawings or details, within the specifications, or between drawings and specifications, Architect's decision as to intent of the Contract Documents shall be final.
4. 1.4.4 If conflict or inconsistency is called to the Architect's attention ten (10) days or more before bids are due, correction or clarification will be made by Addendum.
5. 1.4.5 Decisions shall, however, not make the Architect an arbiter to establish responsibilities of Subcontractors to the Contractor(s).
6. 1.4.6 Anything shown on the drawings and not mentioned in the Specifications or vice versa, shall have the same effect as if shown or mentioned in both.
7. 1.4.7 Notify Architect of discrepancies before materials are fabricated or work performed.
8. 1.4.8 Make plural and complete, that work which has been shown singularly or partially indicated, for the purpose of avoiding needless repetition.
9. 1.4.9 Provide such work and materials as may be necessary for proper and suitable base or support for work shown or specified, whether or not specifically mentioned in specifications or shown on drawings.

3.2 Amendment to Article 3 of the General Conditions: CONTRACTOR

A. Paragraph 3.10.4: Contractor’s Construction Schedules - ADD the following:
   1. 3.10.4 Acceptance of the construction schedule by the Owner and Architect is advisory only and shall not relieve the Contractor of their responsibility for accomplishing the Work within the specified Contract Time. Errors or omissions in the construction schedule shall not excuse the Contractor for performance less than that required by the Contract. Acceptance by the Owner and Architect shall in no way make the Architect or Owner an insurer of the construction schedule’s success, or liable for any time or cost overruns associated with it. The Owner hereby disclaims any obligation or liability for the construction schedule by reason of acceptance by its agents or representatives.

B. Paragraph 3.11: Documents and Samples at the Site - ADD the following:
   1. 3.11.1 The Contractor shall show in red ink on a complete set of blue line prints, all changes from original plans made during installation of the work.
   2. 3.11.2 It shall be the responsibility of the Contractor to obtain as-built drawings from mechanical, electrical and any other subcontractor during the progress of the Work and ensure that they indicate the correct location of piping, major conduits and equipment, the location of all valves, switches, panels, etc. and any other information of a pertinent or useful nature.
   3. 3.11.3 All notations shall be made in a neat and legible manner, with any additional explanatory drawings or sketches necessary. During the course of construction, the as-built drawings shall be maintained in the Contractor’s trailer.
   4. 3.11.4 At the completion of Work, the Contractor shall submit one set of red-lined prints to the Architect showing all notations of changes from original drawings made during installation of the Work. This submission shall form the record as-built drawings.

3.3 Amendment to Article 4 of the General Conditions: ARCHITECT

A. Paragraph 4.2.6: Administration of the Contract - DELETE this paragraph in its entirety and substitute the following: to Architect’s Administration of the Contract:
   1. 4.2.6 The Owner and Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever the Owner or Architect considers it necessary or advisable for the implementation of the intent of the Contract Documents, the Owner or Architect will have authority to require special inspection or testing of the Work, whether or not such Work be then fabricated, installed, or completed. However, neither this authority of the Owner or Architect nor any decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Owner or Architect to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

3.4 Amendment to Article 7 of General Conditions: CHANGES IN THE WORK

A. Add Paragraph 7.1.4: General – Add the following subparagraphs:
   1. 7.1.4 Only the Owner shall authorize and approve the change. The change will be issued in the form of a written "Change Order Form", signed by the Owner and the Contractor, which authorizes the change in the work, indicates the mutually agreed
upon price which shall be added or deducted from the contract price, and the extent to which the contract time shall be increased or decreased.

2. 7.1.4.1 The Contractor shall furnish in duplicate to the Owner and the Architect a fully itemized breakdown of the quantities and prices used in computing the value of any change that might be requested. All written requests for a change in the work must include the full explanation and justification for the change regardless of its nature. For all work to be performed by a subcontractor, the Contractor shall furnish the subcontractor's itemized proposal which shall contain original signature by an authorized representative of the subcontracting firm. If requested by the Owner or Architect, proposals from suppliers or other supporting data to substantiate the contractor's or the subcontractor's cost shall be furnished. All proposals and breakdowns shall be submitted promptly.

B. Paragraph 7.2.2: Change Orders – Add the following paragraph and subparagraphs:

1. 7.2.2 When changes, alterations, deductions or additions are so ordered, the value of such work will be determined in the following ways:
   a. 7.2.2.1 When unit prices are stated in the contract or have been subsequently agreed upon, by application of these units’ prices.
   b. 7.2.2.2 A lump sum price agreed to by both the Owner and the Contractor.
   c. 7.2.2.3 If job conditions or the extent of the change prohibit the use of either 7.2.2.1 or 7.2.2.2 a price arrived at by performing the work on a cost plus not to exceed basis.
   d. 7.2.2.4 If a change involves merely a credit, the contract price will be reduced by the amount it would have cost the contractor if the omitted item or work had not been eliminated; including overhead and profit, however, the Contractor and the subcontractor will be allowed to retain a sum not in excess of one percent (1%) for handling.
   e. 7.2.2.5 If a change involves both an extra and a credit, both sums shall be shown and the two sums balanced to determine the adjusted total cost or credit. No allowance to the Contractor shall be made or allowed for loss of anticipated profits on account of any changes in the work.
   f. 7.2.2.6 Unless otherwise specified, the allowable mark-up for combined overhead and profit for work performed by the contractor with his own forces will be based on the monetary value of the work in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Value of Work</th>
<th>Combined Overhead and Profit</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $10,000</td>
<td>10 %</td>
</tr>
<tr>
<td>$10,001 and over</td>
<td>Negotiated, x ≤ 8 %</td>
</tr>
</tbody>
</table>
   g. 7.2.2.7 For work performed by a subcontractor with his own organization the percentages for combined overhead and profit will be as outlined in 7.2.2.6.
   h. 7.2.2.8 On work partly or solely performed by a subcontractor or on materials supplied by a supplier or middleman, the Contractor will be allowed five percent (5%) of the total cost of the subcontractor's or supplier’s labor and material only. No markup shall be allowed on subcontractors or supplier’s overhead and profit, taxes, equipment rental or other similar non-labor, non-material items.

2. 7.2.3. When the Contractor and the Owner shall fail to agree upon a lump sum price or method as outlined in 7.2.2. the Owner shall have the right to issue an order for the work to be accomplished on a time and material basis and a correct account shall be kept by the contractor and approved by the Owner and/or the Architect of the actual cost of all labor and materials as directed by the Owner, and/or the Architect to which shall be added percentage allowances for overhead and profit as stated in Paragraph

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7.2.2.6. Receipted invoices shall be submitted to the Owner to validate the cost of all shop fabricated material and cost of all other materials supplied. Certified payrolls shall be submitted for labor costs.

3. 7.2.5 On all work as defined in Article 1.2, no Contractor will be allowed any expenses, overhead or profit for employment of another subcontractor to perform work for him.

4. 7.2.6 Further on work covered by Change Order the Contractor will be reimbursed for his expenditures for Workmen's Compensation insurance, Social Security Taxes and Unemployment compensation covering men actually engaged upon the work and the actual increased cost of bond without any percentage added.

5. 7.2.6 The cost of foremen and superintendents may be added only when the Change Order makes necessary the hiring of additional supervisory personnel or makes their employment for time additional to that required by the basic contract.

6. 7.2.7 The Contractor shall be allowed the actual cost for rental or machine power tools or special equipment, including fuel and lubricants which are necessary to execute the work required on the change, but no percentages shall be added to this cost. The rental rate is to be agreed upon by the Owner and the Contractor; the rate generally to be the latest as filed by the Associated Equipment Distributors.

7. 7.2.8 If the Contractor and the Owner cannot agree as to the extent that the contract time shall be increased for extra work or the extent the contract time shall be reduced for work omitted by the Owner, the increase or decrease, as the case may be, shall be in the same proportion of the original contract as the cost of the additional work; including overhead and profit or the amount of the omitted work; including overhead.

8. 7.2.9 No order for change at any time or place shall in any manner or to any extent relieve the Contractor of any of his obligations under the contract.

C. Paragraph 7.4: Minor Changes in the Work: MODIFY and AMPLIFY the following to:

1. 7.4 The Architect with the concurrence from the Owner shall have authority to make minor changes in the work not involving extra cost or extensions of contract time, and not inconsistent with the intent of the contract documents. Such minor changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor. Otherwise, except in any emergency endangering life or property, no extra work or change shall be made unless a written order from the Owner and/or the Architect has been received by the Contractor. No claim for addition to the contract sum or time of completion shall be valid unless so ordered.

3.5 Amendment to Article 8 of General Conditions: TIME:

A. Paragraph 8: Delete Paragraph 8.3.1 Delays and Extension of Time in its entirety and substitute the following:

1. Article 8.3: “Delays and Extensions of Time:
   a. 8.3.1 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are essential conditions of this contract. It is intended that the work shall commence within ten (10) days immediately after the date of Notice to Proceed and that the entire work shall be substantially complete so that the Owner may occupy the work or designated portion thereof for the use for which it is intended.
   b. 8.3.1.1 Requests for extensions of completion time will be reviewed by the Owner, after written application is made for a time extension to the Architect. Any request for an extension of time is to be made immediately upon
occurrence of conditions which in the opinion of the Contractor warrant such an extension with reasons clearly stated and detailed proof given for all delays beyond the Contractor's control, these to be made in writing to the Architect. No time extension will be allowed except after written concurrence of the Architect and formal approval thereof by Owner.”

c. 8.3.1.2 Final Completion shall be defined as ‘completed in every respect’ as follows:
1) After the contractor notifies the Architect in writing that work is ready for final inspection, and;
2) A “punch list” of deficiencies is prepared at the time of the final inspection, and;
3) Items on the “punch list” have been corrected by the contractor and their correction verified by the Architect, and;
4) The Owner & Architect agreed work as required has been performed.

2. Add the following paragraphs to Article 8
a. 8.3.4. If required, in order to complete the work in the specified time, such necessary work shall be done after regular working hours or on holidays without additional cost to the Owner. If, for any reason a bidding contractor believes that the contract cannot be completed within the specified time, he shall notify the Architect in writing before submitting his bid, and state the total number of calendar days that he believes will be required to complete the contract. Upon receipt of such notice, the Architect may issue an addendum to the specifications revising the time allow for complete of the contract. If no such addendum is issued, it is expressly understood and agreed, by and between the contractor and the owner, that the time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

b. 8.3.5. If the contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the owner, then the contractor does hereby agree, as part consideration for the awarding of this contract, to pay to the Owner $XXX.00 (amount as stated on the Proposal Form) per calendar day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the contractor and the owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the owner would sustain.

c. 8.3.5 It is further agreed that where under the contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract; provided, that the contractor shall not be charged with liquidated damages when the owner. Determines that the contractor is without fault and the contractor’s reasons for the time extensions are acceptable to the owner; provided, further, that the contractor shall not be charged with liquidated damages when the delay in completion of the work is due:
1) To any preference, priority or allocation order duly issued by the Government.
2) To unforeseeable cause beyond the control and without the fault or negligence of the contractor, including but not restricted to changes

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ordered in the work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any cause beyond the contractor’s control, or by delay authorized by the owner pending determination, or by any other cause which the Architect (with the Owner’s approval) determines may justify the delay.

3.6 Amendment to Article 9 of General Conditions: PAYMENTS & COMPLETION

A. Paragraph 9.6.1: DELETE this paragraph in its entirety and substitute with the following for Progress Payments:

1. “9.6.1 The Owner shall make progress payments to the Contractor on the basis of a duly certified and approved Application for Payment for Work performed during the preceding calendar month and the Owner shall retain five percent (5%) or the amount as allowed by regulation of the amount of each application until final completion and acceptance of all Work covered by this Contract. The Owner may, however, at any time after seventy percent (70%) of the Work has been completed, make part or all of the remaining progress payments at a lesser percentage or in full if the Owner is satisfied with the quality and progress of the Work. Such action on the part of the Owner to reduce the retainage is strictly voluntary and at the sole discretion of the Owner.”

3.7 Amendment to Article 11 of General Conditions: INSURANCE AND BONDS:

A. MODIFY and AMPLIFY the following Paragraph – 11.1 Contractor’s Liability Insurance:

1. 11.1.4.1 Worker’s Compensation, including occupational disease and employer’s liability insurance, disability benefit and other similar employer benefit acts that are applicable to the work being performed in the amount and coverage as required by Maryland Worker’s Compensation law

B. Add to Article 11.1 the following paragraphs: MODIFY and AMPLIFY the following Paragraph for Owner’s Liability Insurance:

1. 11.1.5 The limits of liability for the Commercial General Liability insurance including coverage for direct operations, sublet work, elevators, personnel injury, contractual liability and completed operations with limits not less than:

a. Bodily Injury and Personal Injury:
   1) $1,000,000 each occurrence
   2) $1,000,000 aggregate completed operation, products.

b. Property Damage
   1) $1,000,000 Each Occurrence
   2) $1,000,000 Aggregate Operations
   3) $1,000,000 Aggregate Independent Contractor Protective Liability
   4) $1,000,000 Aggregate Owner's Protective Liability
   5) $1,000,000 Aggregate Complete Operations Products
   6) $1,000,000 Aggregate Contractual

c. The Owner shall be listed as additional insurer. Regarding property damages, included broad form property damage, remove “XCU” exclusions (explosion, collapse, underground property damage), regarding completed operations liability, continue coverage in force for one (1) year after completion of the Work.

2. 11.1.6 Comprehensive automobile liability insurance shall be acquired by the Contractor and maintained throughout the term of this contract, to cover owned automobiles, automobiles under long term lease, hired automobiles, employers non-ownership liability, medical payments and uninsured motorists. The limits of liability
shall be no less than: $1,000,000.00 per accident per occurrence for bodily injury and property damage.

3. 11.1.7 Umbrella excess liability insurance shall be provided with a minimum limit of liability of three million dollars ($3,000,000) per occurrence which shall be in excess of the primary limits of insurance as required above.

4. 11.1.8 Each insurance policy shall contain a clause to the effect that no modification or change in the policy will be made, nor will such policy be canceled or non-renewed or expired without thirty (30) days written notice, as evidenced by return receipt of registered or certified mail (letter) to the Owner.

5. 11.1.9 If any of these policies are written on a “claims made” form, the “extended reporting endorsement” or ‘tail’ must be purchased with a copy of the endorsement provided to the Owner.

6. 11.1.10 Liability insurance may be arranged by Commercial General Liability and Comprehensive Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability Policy.

7. 11.1.11 Builder's risk and Owner protective liability naming the Owner, Architect, and General Contractor, will be purchased by the Owner.

3.8 Amendments to Article 12: UNCOVERING AND CORRECTION OF WORK

A. Paragraph 12.2.1.2: Before or After Substantial Completion - MODIFY and AMPLIFY this subparagraph by ADDING the following:

1. 12.2.1.2 The Contractor further warrants all Work shown on Contract Documents, with any approved modifications as follows:
   a. Against faulty or imperfect material or workmanship;
   b. That the Work shall be entirely watertight and leak proof;
   c. That the mechanical and electrical machines, devices, and equipment shall operate satisfactorily with ordinary care; and shall perform their specified and intended functions; and
   d. Against damage or undue deterioration resulting from normal use of the building.
   e. If at any time deficiencies in the Work are discovered which result from a deliberate attempt to defraud the Owner, the Contractor will be held liable for replacement or correction, regardless of the time limit on the guarantee.

3.9 Amendments to Article 15: Claims and Disputes:

A. Paragraph 15.1.2: Notice of Claims - ADD the following after the last sentence: “An additional claim made after the initial claim has been implemented by Change Order will not be considered.”

END OF SUPPLEMENTAL CONDITIONS TO THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
SECTION 00 37 50

MINORITY BUSINESS ENTERPRISE FORMS
MINORITY BUSINESS ENTERPRISE PROCEDURES
FOR
STATE FUNDED
PUBLIC SCHOOL CONSTRUCTION PROJECTS
Revised JUNE 2008

Approved by the *Garrett* County Board of Education on ________________ .
(Date)

These procedures supersede the latest procedures which were previously approved ________________ .
(Date)

**DATE OF ORIGINAL APPROVAL:** _____________
**DATE OF REVISION:** _____________

These procedures were approved by the Interagency Committee on School Construction *on June 26, 2008* and shall be utilized by each public school system in Maryland as a condition for the receipt of State funds through the Public School Construction Program.

The effective date for implementation for projects in *Garrett* County is ________________, 2017.
MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

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MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

BACKGROUND

In 1978, the Maryland General Assembly passed legislation, which was signed into law to establish the State’s Minority Business Enterprise Program. This new law set as a goal that at least 10 percent of each unit of State government’s total dollar value of procurement contracts for purchases and/or contracts be awarded to minority business enterprises. This law was subsequently modified and the goal was increased to 14 percent. More recently, in 2001, the goal was increased to 25 percent with subcontracting sub-goals of 7 percent for certified African American-owned businesses and 10 percent for certified women-owned businesses.

In 1979, the Rules, Regulations, and Procedures for the Administration of the School Construction Program were revised by the Board of Public Works to require each local board of education to adopt procedures to attempt to include minority business enterprises in State funded school construction projects. The State law was revised and now states: “The Interagency Committee on School Construction (IAC) shall require each local board of education to adopt procedures consistent with this chapter before obtaining funds for public school construction projects”.

In May 2007, the Rules, Regulations, and Procedures were replaced by regulations. The regulations concerning project procurement (COMAR 23.03.03) indicate that the State’s minority business enterprise goals and procedures apply to all State funded projects, irrespective of procurement method.

OVERVIEW

This Minority Business Enterprise (MBE) procedure document was originally developed in response to a requirement set forth in the Rules, Regulations, and Procedures for the Administration of the School Construction Program. The MBE requirement was originally established under HB 64, which was passed in the 1978 session of the Maryland General Assembly and signed into law as Chapter 575 of the Acts of 1978.

Since the Board adopted its original Minority Business Enterprise Procedures, there have been changes in State statutes, regulations adopted by the Board of Public Works, procedural requirements, project eligibility requirements and the level of State participation in school construction projects. This revised procedure is consistent with current legislation and the changes to the Code of Maryland Regulations (COMAR) requirements, effective November 7, 2005 and May 21, 2007.

1.0 PURPOSE

The purpose of the Procedures is to fulfill the intent of the law by setting goals for minority business enterprise participation in every contract that includes State funding through the Public School Construction Program. Local Educational Agencies (LEAs) shall attempt to achieve the result that a minimum of 25 percent of the total dollar value of all construction contracts is made directly or indirectly with certified minority business enterprises when State Public School Construction Program (PSCP) funds are utilized, with a minimum of 7 percent from certified African American-owned businesses, a minimum of 10 percent from certified women-owned businesses, and the balance from any certified minority business enterprises. All general contractors, including certified MBE firms, when bidding as general or prime contractors are required to attempt to achieve the MBE subcontracting goals from certified MBE firms.
2.0 EFFECTIVE DATE

These procedures have been adopted for use in __________ County and supersede previously utilized MBE procedures, and will take effect on or after __________, 2008.

3.0 DEFINITIONS

1. **Certification** means the determination that a legal entity is a minority business enterprise consistent with the intent of Subtitle 3 of the State Finance and Procurement Article.

2. **Certified Minority Business Enterprise** means a minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT).

3. **Corporation**, as defined by MDOT, is an artificial person or legal entity created by or under the authority of the laws of any state of the United States, the District of Columbia or a territory or commonwealth of the United States and formed for the purpose of transacting business in the widest sense of that term, including not only trade and commerce, but also manufacturing, mining, banking, insurance, transportation and other forms of commercial or industry activity where the purpose of the organization is profit. For eligibility for certification, disadvantaged and/or minority individuals must own at least 51 percent of the voting stock and at least 51 percent of the aggregate of all classes of stock that have been issued by the corporation. (Note: stock held in trust is not considered as stock held by the disadvantaged businesspersons when computing the business person(s) ownership.)

4. **Managerial Control**, as defined by MDOT, means that a disadvantaged or minority owner(s) has the demonstrable ability to make independent and unilateral business decisions needed to guide the future and destiny of a business.

Control may be demonstrated in many ways. For a minority owner to demonstrate control, the following examples are put forth, but are not intended to be all inclusive:

a. Articles of Incorporation, Corporate Bylaws, Partnership Agreements and other agreements shall be free of restrictive language which would dilute the minority owner’s control thereby preventing the minority owner from making those decisions which affect the destiny of a business;

b. The minority owner shall be able to show clearly through production of documents the areas of the disadvantaged business owner’s control, such as, but not limited to:

   1) Authority to sign payroll checks and letters of credit;
   2) Authority to negotiate and sign for insurance and/or bonds;
   3) Authority to negotiate for banking services, such as establishing lines of credit; and
   4) Authority to negotiate and sign for contracts.

c. Agreements for support services that do not lessen the minority owner’s control of the company are permitted as long as the disadvantaged or minority business owner’s authority to manage the company is not restricted or impaired.

5. **Minority Business Enterprise (MBE)** means any legal entity, except a joint venture, that is (a) organized to engage in commercial transactions, and (b) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged including:

   - African Americans;
   - American Indian/Native Americans;
   - Asians;
Hispanics;
Physically or mentally disabled individuals;
Women; or
A non-profit entity organized to promote the interests of physically or mentally disabled individuals.

6. **Minority Business Enterprise Liaison** means the employee of the school system designated to administer the Minority Business Enterprise Procedures for State funded public school construction projects.

7. **Operational Control**, as defined by MDOT, means that the disadvantaged or minority owner(s) must possess knowledge necessary to evaluate technical aspects of the business entity. The primary consideration in determining operational control and the extent to which the disadvantaged or minority owner(s) actually operates a business will rest upon the specialties of the industry of which the business is a part. The minority owner should have a working knowledge of the technical requirements needed to operate in his/her industry. Specifically, in the construction industry and especially among small (one to five person firms) contractors, it is reasonable to expect the disadvantaged or minority owner(s) to be knowledgeable of all aspects of the business. Accordingly, in order to clarify the level of operational involvement which a minority owner must have in a business for it to be considered eligible, the following examples are put forth, but are not intended to be all inclusive:

   a. The minority owner should have experience in the industry for which certification is being sought; and
   b. The minority owner should demonstrate that basic decisions pertaining to the daily operations of the business are independently made. This does not necessarily preclude the disadvantaged or minority owner(s) from seeking paid or unpaid advice and assistance. It does mean that the minority owner currently must possess the knowledge to weigh all advice given and to make an independent determination.

8. **Ownership**, as defined by MDOT, means that:

   a. The minority owner(s) of the firm shall not be subject to any formal or informal restrictions, which limit the customary discretion of the owner(s). There shall be no restrictions through, for example, charter requirements, by-law provisions, partnership agreements, franchise or distributor agreements or any other agreements that prevent the minority owner(s), without the cooperation or vote of any non-minority, from making a business decision of the firm.
   b. This means that the disadvantaged or minority persons, in order to acquire their ownership interests in the firm, have made real and substantial contributions of capital, expertise or other tangible personal assets derived from independently owned holdings without benefit of a transfer of assets, gift or inheritance from non-minority persons. Examples of insufficient contributions include a promise to contribute capital, a note payable to the firm or its owners who are not minority persons or the mere participation as an employee rather than as a manager. If the ownership interest held by a disadvantaged or minority person is subject to formal or informal restrictions, such as options, security interests, agreements, etc., held by a non-minority person or business entity, the options, security interests, agreements, etc., held by the non-minority person or business entity must not significantly impair the disadvantaged or minority person’s ownership interest.

9. **Partnership** means an unincorporated association of two or more persons to carry on as co-owners of a business for profit. For a partnership to be deemed eligible for certification under the MDOT Program, the disadvantaged or minority person’s interest must be at least 51 percent of the partnership capital.
10. **Socially and Economically Disadvantaged** means a citizen or lawfully admitted permanent resident of the United States who is socially disadvantaged and economically disadvantaged. The law establishes the level of personal net worth at $1,500,000, above which an individual may not be found to be socially and economically disadvantaged.

11. **Sole Proprietorship**, as defined by MDOT, is a for-profit business owned and operated by a disadvantaged or minority person in his or her individual capacity. For a sole proprietorship to be deemed eligible for certification under the DBE/MBE Program, the disadvantaged or minority person must be the sole proprietor.

### 4.0 MBE GOAL SETTING PROCEDURES

1. The MBE program requires that all race-neutral measures be considered before making use of race-based measures. Using a combination of race-neutral and race-based measures for each specific school construction project will help ensure that certified MBE firms are afforded the opportunity to submit bids and be utilized to the greatest extent possible.

2. Race-neutral measures include any action taken by the LEA to make it easier for all contractors, including MBEs, to compete successfully for public school construction project contracts.

3. Race-based measures include setting an overall MBE goal and MBE subgoals, if applicable, based upon race, gender, ethnicity, etc., for a specific project.

4. The overall MBE goal and the subgoals, if applicable, should be set for each specific project, considering but not limited to, the following factors:
   
   a. The extent to which the work to be performed can reasonably be segmented to allow for MBEs to participate in the project;
   
   b. A determination of the number of certified MBEs that potentially could perform the identified work;
   
   c. The geographic location of the project in relationship to the identified certified MBEs;
   
   d. Information obtained from other State departments/agencies related to establishing a MBE goal and/or subgoals for similar construction projects or work in the jurisdiction;
   
   e. Information obtained from other State departments/agencies related to MBE participation in similar construction projects or work in the jurisdiction; and
   
   f. Any other activities or information that may be identified as useful and productive.

5. The LEA staff, including the MBE liaison, procurement personnel, and project staff, as well as the project architect and cost estimator should consider the factors cited in 4 above when establishing the MBE goal and subgoals, if applicable, for each project or segmented piece of a project that are reasonable and attainable.

6. It is recognized that by utilizing the factors cited in 4 above, the MBE goal and/or subgoals, if applicable, for a specific project or portion thereof may be significantly higher than the overall goals of the program (25% overall, with 7% from African American-owned businesses and 10% from women-owned businesses). It is also recognized and possible that there will be MBE goals set that are lower than those stated above or even that no MBE goal and/or subgoals will be set for a specific project or the segmented piece of the project.

7. Assistance in reviewing the factors cited in 4 above and setting a goal and/or subgoals, if applicable, for specific projects or a segmented piece of a project can be obtained by contacting the Public School Construction Program and/or the Governor’s Office of Minority Affairs.
8. The basis and rationale for establishing the MBE goal and subgoals, if applicable, should be summarized and recorded and submitted in written form to the PSCP for review at the same time that the Construction Documents are submitted to the State for review.

9. For those projects that do not require a Construction Document submission and are over $50,000, the basis and rationale for establishing the MBE goal and subgoals, if applicable, should be summarized and recorded and submitted in written form to the PSCP for review at the same time that the project is released for bids or proposals are solicited.

5.0 IMPLEMENTING PROCEDURES - $50,000 OR LESS

For construction projects estimated to cost $50,000 or less, the following procedures will be utilized:

1. A MBE goal and/or MBE subgoals are not required to be set for contracts that are anticipated to be for $50,000 or less.

2. All advertisements, solicitations, and solicitation documents shall include the following statement:
   a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation."

3. To encourage greater MBE participation the staff of the school system should send out notices of potential projects and a specific project to MBEs to solicit bids or proposals directly from minority business enterprise contractors that are certified.

4. A copy of the solicitation notice, preferably electronically, shall be sent to the Governor’s Office of Minority Affairs at the same time the advertisement for the solicitation is released.

5. When a pre-bid or pre-proposal conference or meeting is held, the MBE liaison or designated representative shall explain that all bidders or offerors are encouraged to utilize certified MBEs for this project or segments of the project.

6. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by the Governor’s Office of Minority Affairs. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity submitted by an association’s members may be initiated to justify continuation of this service.

7. Minority Business Enterprise forms identified in Section 6.0 of this procedure for projects over $50,000, are not required to be submitted for these projects ($50,000 or less).

8. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.

9. At the time of the contract award, the MBE Liaison or a designated person will record any anticipated certified minority business enterprise participation data made available from the successful contractor.

10. A business that presents itself as a minority business may participate in a project but may not be counted toward MBE participation until it is a certified minority business enterprise. If the MBE is not certified at the time of contract award, it may not be counted at that time. Only the funds paid after MDOT certification can be counted as MBE participation in the project. If
a certified MBE fails to meet the standards specified in State Finance and Procurement Article 14-301 (G) and (I), Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.

11. The contractor will complete the Standard Monthly Contractor’s Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. If certified MBE firms are known at the time of contract award their names and other appropriate information should be entered on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.

12. Upon completion of the project the contractor will provide a summary of the total of all funds paid to certified MBE firms. This should be within the contractor’s final requisition for payment.

6.0 IMPLEMENTING PROCEDURES - Over $50,000

For construction projects estimated to cost in excess of $50,000, the following procedures will be utilized:

1. All advertisements, solicitations, and solicitation documents shall include the following statements:
   a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice."
   b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of 5 percent established for this project. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms."
   c. If subgoals have been established for this project then one of the following should be included:
      1) “The subgoals established for this project are ___ percent from African American-owned businesses and ___ percent from woman-owned businesses.”
      2) “The subgoal established for this project is ___ percent from African American-owned businesses.”
      3) “The subgoal established for this project is ___ percent from woman-owned businesses.”
   d. "The bidder or offeror is required to submit with its bid or proposal a completed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and Attachment B - MBE Participation Schedule, as described in the solicitation documents.
   e. If there is no overall MBE goal or MBE subgoals established for the project, then only 1.A. above is to be included.
2. Other Advertisement and Outreach Requirements

   a. To encourage greater MBE participation the staff of the school system should send out notices of potential projects to MBEs or solicit bids or proposals directly from minority business enterprise contractors that are certified.

   b. A copy of the solicitation notice, preferably electronically, shall be sent to the Governor’s Office of Minority Affairs at the same time the advertisement for the solicitation is released.

   c. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by the Governor’s Office of Minority Affairs. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity by an association’s members may be initiated to justify continuation of this service.

   d. When a pre-bid or pre-proposal conference is held, the MBE Liaison or designated representative shall explain the MBE goal and subgoals, if applicable; the MBE provisions of the solicitation; the documentation required at the time of submission; its relationship to the responsiveness of the bidder or offeror; how to complete the required attachments, particularly A, B, and C; and additional information and supporting documentation that may be required after the bid or proposal opening. All contractors who attend the pre-bid or pre-proposal conference should receive a list or information explaining how to obtain a listing of certified MBE firms who could perform the work or have expressed an interest in performing the school construction work required for the specific project in the jurisdiction.

   e. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.

   f. The MBE liaison, in conjunction with the procurement officer or project staff, should respond to all applicable questions and concerns relating to the project’s MBE requirements completely and in a timely fashion to ensure that all potential contractors and subcontractors can compete effectively.

3. All Solicitation Documents Shall Include the Following:

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

   b. “The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the result that a minimum of 5 percent of the total contract value is with certified Minority Business Enterprises, with a minimum of 0 percent from certified African American-owned businesses, a minimum of 0 percent from certified women-owned businesses, and the balance from any certified Minority Business Enterprises. All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors, are required to attempt to achieve the MBE goal and subgoals, if applicable, from certified MBEs”. Note: see 6.1.C. above for variations that may be required.

   c. Each bid or offer submitted, including a submittal from a certified MBE in response to this solicitation, shall be accompanied by a completed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and a completed Attachment B - MBE Participation Schedule. These two attachments must be accurate and consistent with each other.

      1) Attachment A and Attachment B shall be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document.

      2) As an alternative, and at the discretion of the school system, Attachment A could be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document. The sealed bids or proposals received by the time
specified could be held, unopened for a maximum of 30 minutes. Within that time (30 minutes) each bidder or offeror must submit Attachment B, in a separate sealed envelope. The sealed price envelopes from each bidder or offeror who submits both the sealed bid or proposal and the envelope with Attachment B will then be opened and reviewed and recorded as a viable submission. Any contractor that fails to submit the second envelope, with Attachment B, prior to the specified time allowed (30 minutes) after the submittal of the sealed bid or proposal will be deemed non-responsive and the sealed bid or proposal will not be opened or considered.

d. The submittal of a completed and signed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and a completed and signed Attachment B - MBE Participation Schedule indicates the bidder’s or offeror’s recognition and commitment to attempt to achieve the MBE goal and/or MBE subgoals, if applicable, for the specific project.

1) The bidder or offeror recognizes that their efforts made to initiate contact, to solicit, and to include MBE firms in this project will be reviewed carefully and evaluated based upon the actions taken by them prior to and up to 10 days before the bid or proposal opening. Follow-up actions taken by the bidder or offeror within the 10 days prior to the bid opening will also be considered.

2) Based upon this review and evaluation it will be determined, by the MBE liaison, procurement officer, or a designated person, if a good faith effort was made by the apparent low bidder or apparent successful offeror.

e. The bidder or offeror must check one of the three boxes on Attachment A, which relates to the level of MBE participation achieved for the project. The bidder’s or offeror’s signature indicates that in the event that they did not meet the MBE goal or subgoals, if applicable, that:

1) They are therefore requesting a waiver, and

2) Documentation of their good faith efforts will be provided to the school system staff within 10 days of being notified that they are the apparent low bidder or apparent successful offeror.

f. The bidder or offeror must submit Attachment B (as and when described above), which lists and provides information related to each certified MBE firm that the bidder or offeror will utilize on this project. A completed and accurate Attachment B is required. All of the work specified to be performed by each MBE firm, the contact information, MDOT certification number, minority code, the dollar values, and percentages must be correct.

g. Attachment B should be completed and submitted with all calculations utilizing the base bid or offer only. A revised Attachment B should be submitted by the successful bidder or offeror once a determination is made as to the acceptance and/or rejection of any alternates.

h. If a request for a waiver has been made, the appropriate box on Attachment A has been checked and the attachment signed, then the LEA should obtain and review the apparent low bidder’s or successful offeror’s supporting documentation of the good faith efforts to justify the granting of the waiver, prior to submitting the contract award for approval to the board of education.

i. The following documentation shall be considered as part of the contract, and shall be furnished by the apparent low bidder or successful offeror to the MBE Liaison or designated person, within ten (10) working days from notification that the firm is the apparent low bidder or successful offeror:

1) A completed Attachment D - Minority Business Enterprise Subcontractor Project Participation Statement shall be completed and signed by the prime contractor and each MBE firm listed on Attachment B - MBE Participation Schedule and
Attachment C - Outreach Efforts Compliance Statement shall be signed and completed by the bidder or offeror.

2) Notification for purposes of this procedure means the earliest of the following methods of communication: orally in person, orally by telephone, orally by a telephone message, a faxed communication, a letter by date received or an electronic communication.

3) The ten (10) working days do not include the day the notification is received, weekends or holidays (State or Federal), but the material submitted must be received by the close of business on the tenth day.

4) The requirement to submit the above-listed documentation within the time frame specified will be considered by the IAC in its review of the request for contract award for the project. Failure to submit the required documentation within the time frame specified may result in a delay of the approval of the award of the contract, or the materials being returned without the approval of the award of the contract.

4. Waiver Procedures

a. If the apparent low bidder or successful offeror has determined that they are unable to meet the overall MBE goal or subgoals, if applicable, for the project at the time of submission of a bid or offer, they must check either of the two boxes on Attachment A. The signature recognizes and acknowledges that a request for a waiver is being made. The apparent low bidder or successful offeror will therefore be required to submit information and substantiating documentation that will be reviewed to justify the granting of a waiver.

b. If the apparent low bidder or successful offeror is unable to achieve the overall MBE contract goal and/or the MBE subgoals, if applicable, from certified African American-owned businesses and/or from certified women-owned businesses, the apparent low bidder or successful offeror shall submit, within 10 working days from notification that the firm is the apparent low bidder or successful offeror, a completed Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Certificate, and Attachment F - MBE Waiver Documentation which shall include the following:

1) A detailed statement of the efforts made by the bidder or offeror to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;

2) A detailed statement of the efforts made by the bidder or offeror prior to and up to at least ten (10) days before the bid or proposal opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed and specific instructions on how to submit a bid or proposal;

3) Follow-up actions taken by the bidder or offeror within the 10 days prior to the bid or proposal opening will also be considered.

4) A detailed statement of the bidder’s or offeror’s efforts to make personal contact with MBE firms identified for item (2) above;

5) A record of the name, address, telephone number and dates contacted for each MBE identified under items (2) and (3) above;

6) A description of the information provided to MBEs regarding the drawings, specifications and the anticipated time schedule for portions of the work to be performed;

7) Information on activities to assist minority business enterprises to fulfill bonding requirements or to obtain a waiver of these requirements;

8) Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid or pre-proposal meetings or other meetings scheduled by the MBE Liaison or designated representative; and
9) As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion.

c. In addition to any waiver documentation the apparent low bidder or successful offeror shall submit one completed Attachment D - Minority Business Enterprise Subcontractor Project Participation statement for each MBE firm that will participate in the project consistent with the information previously provided at the time of the submission of Attachment B or the revised Attachment B.

d. A waiver of an MBE contract goal or subgoal, if applicable, may be granted by the school system only upon receipt of Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Certificate, and Attachment F - MBE Waiver Documentation as described above in items 1) through 9)

1) The MBE Liaison will review and accept or reject the minority business enterprise material that is submitted, and could obtain legal advice or assistance from their attorney.

2) The MBE waiver request may not be considered unless all of the documentation specified above has been submitted in a timely fashion by the apparent low bidder or successful offeror.

3) Assistance in the review of a request for a waiver (the documentation and justifications) may be requested from the Public School Construction Program and/or the Governor’s Office of Minority Affairs.

4) If a determination is made that the apparent low bidder or successful offeror did make a good faith effort, based upon a review of the documentation submitted, then the waiver must be granted. The award of contract shall then be made. The material and information submitted, including the LEA’s review and analysis notes and conclusion shall be retained in the project file.

5) If a determination is made that the apparent low bidder or successful offeror did not make a good faith effort, based upon a review of the documentation submitted, then the waiver should not be granted. The material and information submitted, including the LEA’s review and analysis notes and conclusion, shall be retained in the project file. The award of contract shall then be made to the next lowest bidder or offeror, who meets the contractual requirements, including the MBE requirements.

6) When a waiver is granted, a copy of Attachment F - MBE Waiver Documentation, accepted and signed by a school system representative and with the reasons for the determination, shall be forwarded to the Governor’s Office of Minority Affairs and the Public School Construction Program within ten (10) days after approval of the contract award by the board of education. Failure to submit the required documentation within the time frame specified may result in delayed approval of the award of contract by the IAC.

5. All Contracts Shall Include The Following:

a. “The contractor shall perform the contract in accordance with the representations made in Attachment A - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit and Attachment B - MBE Participation Schedule, submitted as part of the bid or proposal”.

b. “Failure to perform the contract as specified and presented in the bid or proposal submission without prior written consent of the owner shall constitute a violation of a material term of the contract”.

1) The contractor shall structure his/her operations for the performance of the contract to attempt to achieve the MBE goals as stated in the solicitation document.

2) The contractor agrees to use his/her best efforts to carry out these requirements consistent with the efficient and effective performance of the contract.
3) The contractor must ensure that all certified MBEs shall have the maximum practical opportunity to compete for additional subcontract work under the contract, even after the award of the contract.

4) The contractor shall submit monthly to the MBE Liaison or the school system’s designated representative a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.

5) The contractor shall included in its agreements with its certified MBE subcontractors, a requirement that those subcontractors submit monthly to the MBE Liaison or appropriate representative a report that identifies the prime contract and lists all payments received from the contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.

6) The contractor shall cooperate in any reviews of the contractor’s procedures and practices with respect to minority business enterprises, which the MBE Liaison, the Public School Construction Program, and/or the Governor’s Office of Minority Affairs may, from time to time, conduct.

7) The contractor shall maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the contractor and furnished to the MBE Liaison and or appropriate representative on request.

8) All records concerning MBE participation must be retained by the contractor for a period of five years after final completion of the contract, and will be available for inspection by the MBE Liaison, representatives from the Public School Construction Program and/or other designated official entities.

9) At the option of the MBE Liaison or appropriate agency representative, upon completion of the contract and before final payment and/or release of retainage, the contractor shall submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

10) If at any time after submission of a bid or proposal and before execution of a contract, the apparent successful bidder or offeror determines that a certified MBE listed on Attachment B - MBE Participation Schedule has become or will become unavailable, then the apparent successful bidder or offeror shall immediately notify the procurement officer and provide such officer with a reason(s) why the change has occurred. Any desired change in Attachment B - MBE Participation Schedule shall be approved in advance by the procurement officer and shall indicate the contractor’s efforts to substitute another certified MBE subcontractor to perform the work. Desired changes occurring after the date of contract execution may occur only upon written approval by the LEA.

11) A business that presents itself as a minority business may participate in a project but the contract value may not be counted toward the MBE goal or subgoals, if applicable, until the business is certified by MDOT. If it is not certified at the time of contract award it may not be counted toward the goal or subgoals, if applicable, at that time. Only the funds paid after MDOT certification can be counted toward meeting the MBE goal or subgoals, if applicable. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article.14-301, Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.

12) Contractors are encouraged to seek additional MBE participation in their contracts during the life of the project. Any additional MBE participation from certified MBEs
should be reported to the MBE liaison and should be included in subsequent monthly requisitions for payment.

13) The contractor shall complete the Standard Monthly Contractor’s Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBEs, and the cumulative total for the period specified. Any and all MBE firms that are identified on Attachment B – MBE Participation Schedule should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.

14) At the completion of the project the contractor shall prepare a written summary of the final certified MBE participation in the contract as compared to the proposed participation at the time of contract award. This should include the name of each certified MBE, the amount that was anticipated to be paid at the time of contract award, the amount actually paid, and an explanation of any differences that have occurred. Special attention should be given to any situations where the final payments to any MBE was below the level of commitment at the time of contract award.

6. Projects Utilizing a Construction Manager Delivery Method

This section of the procedure has been prepared based upon the utilization of Construction Manager Agency method of delivery. If another alternative method of project delivery is being considered, then these procedures would need to be adapted in consultation with the PSCP before proceeding.

a. For projects that are being designed and solicited utilizing a Construction Manager Agency delivery method with multiple prime contracts, the school system can structure its procedures to attain the overall MBE goal and subgoals, if applicable, for the project as presented below:

b. The MBE liaison and other school system staff should work with the project’s construction manager, cost estimator, and architect, along with any other individuals who could provide assistance, to determine the overall MBE utilization strategy for the work required, appropriate bid packages, and an appropriate overall MBE goal and subgoals, if applicable, for each specific bid or proposal package.

c. The overall MBE goal and subgoals, if applicable, for the project shall represent the aggregate of the individual goals and subgoals, if applicable, set for each bid or proposal package.

d. In setting the specific goals and subgoals, if applicable, for each solicitation package consideration should be given to the potential for MBE participation to the maximum extent possible. The information and procedures provided in section 4.0 MBE Goal Setting Procedures should be consulted and followed for these types of projects.

e. Prior to submitting the construction documents for State review and authorization to solicit bids or proposals, the school system’s representative will prepare a complete list of the individual solicitation packages and indicate the MBE goal and subgoals, if applicable, for each solicitation package. This would include the overall MBE goal and subgoals, if applicable, established in the solicitation documents, the estimated cost for each solicitation package, and the estimated MBE dollar amounts for each solicitation package. A copy of this list should be submitted with the construction documents. The list should be retained as a record by the school system for comparison to the actual contracts awarded with MBE participation, and the final actual MBE participation at the completion of the project.

f. Contractors submitting bids or proposals for solicitation packages that do not include a MBE goal and subgoals, if applicable, would not be required to submit any of the MBE attachments that are otherwise required nor would they be required to indicate that they are requesting a waiver. The school system representative would, however, request
information from the contractor at the completion of the project to determine if any certified MBE firms had participated in the contract.
g. All other submittals of MBE materials and reporting requirements are applicable for the project, including the submittal of attachments a and b as described above in section 6.0. this includes the documentation for a request for a waiver, if applicable and appropriate.

7. Projects Utilizing an Indefinite Delivery/Indefinite Quantity (IDIQ) or Job Order Contracting (JOC) Method of Delivery
   a. The solicitation should be prepared and the overall MBE goal and subgoals, if applicable, established based upon the type of work that is anticipated to be specified or performed under the contract and the availability of certified MBEs. This could include an analysis of the percentages of the different types of work, the estimated dollar value in the entire contract, and the availability of MBEs.
b. If an overall goal and subgoals, if applicable, are set the bidders or offerors would be required to submit Attachment A - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit in which they could indicate their anticipated MBE participation based upon the entire contract amount and the types of work specified. The award of contract can be made based upon their estimate of MBE participation since there is no specific task order or description of work to be performed and subcontractors have not been identified or engaged through any type of commitment or subcontract.
c. Since MBE participation is only anticipated in a general sense as an objective and specific contracts to MBEs have not been signed, then the contract award would not be included in any reporting to the PSCP or subsequent reporting to GOMA.
d. However, as the contract proceeds and individual task orders and/or purchase orders are issued, the contractor should submit Attachment B - MBE Participation Schedule for any and all projects or work where MBE subcontractors and/or suppliers might reasonably be utilized. Discussions between the contractor or offeror and the LEA as the task orders and/or purchase orders are being developed should address this aspect of the contract requirements.
e. Any MBE participation should be recorded by the MBE liaison and reported to the PSCP MBE Liaison as the task orders and/or purchase orders are approved.
f. The contractor shall complete the Standard Monthly Contractor’s Requisition for Payment (IAC/PSCP FORM 306.4), specifically page 3 of 16, Minority Business Enterprise Participation with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBE S, and the cumulative total for the period specified. Any and all MBE firms that are identified on Attachment B - MBE Participation Schedule should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.
g. At the completion of the contract period or the full utilization of the contract’s value a report should be prepared by the LEA MBE Liaison and submitted to the PSCP MBE Liaison summarizing the MBE participation in each and all of the task orders or purchase orders issued under the contract. This should include the anticipated MBE participation prior to the issuance of the solicitation, the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the contract.

8. Projects Utilizing the Design/Build Delivery Method
   a. The solicitation is for both A/E services and the actual construction of a public school project. The solicitation should be prepared and the MBE goal and subgoals, if applicable, established for the construction work that is anticipated for the project. The goal setting procedures described in Section 4.0 above should be utilized for these types of projects.
b. The bidders or offerors should be required to submit Attachment A - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit on which they would
indicate their anticipated MBE participation based upon the construction work anticipated and their understanding of the MBE goal and subgoals, if applicable, the types of work involved, and the availability of certified MBEs for the project. Since there are no detailed plans or designs for the project and there are no contracts or subcontracts for the actual construction work there is no need to submit any other MBE attachments, at this time.

c. If the bidder or offeror, who is to be awarded this contract has indicated that they do not anticipate achieving the overall MBE participation goal and subgoals, if applicable, for this project on Attachment A, then they are in effect requesting a waiver. They will be required to submit documentation at a later date to justify this request.

d. As the project proceeds through the design phase and the project is nearing the completion of the construction documents for submission to the State to review, the Design/Build Team (team) in consultation with LEA representatives should discuss the opportunities and potential for certified MBEs to participate in the project.

e. The team should begin to identify potential contractors and subcontractors, opportunities to segment the project, and MBEs that could participate in the project.

f. At a point in time that is approximately 30 days prior to the anticipated CD submission to the State, the team should complete and submit Attachment B - MBE Participation Schedule to the LEA for their review and approval.

g. If the team had indicated on Attachment A that they would meet the goals and the information on Attachment B indicates that they did meet the goals then the team should proceed with the construction of the project.

h. If the team had indicated on Attachment A that they did not anticipate meeting the overall MBE goal and subgoals, if applicable, or only a portion of the goal and subgoals, if applicable, then Attachment B should be reviewed by the LEA. The team should, at this time, submit their documentation in support of the waiver requested.

i. The proposed MBE participation should be reviewed and a determination made as to whether the team has made a good faith effort to meet the MBE goals and subgoals, if applicable, established for the project and as stated on Attachment A, previously submitted.

j. If a request for a waiver is made and approved, Attachment F – MBE Waiver Documentation should be signed by a school system representative and submitted to the PSCP and the Governor’s Office of Minority Affairs.

k. Since there was no MBE participation reported at the time of the award of the Design/Build contract, the LEA would submit the entire package of information, including all of the MBE related attachments to the PSCP within ten (10) days of the team being directed to proceed with the actual construction work.

l. All other submittals of MBE materials and reporting requirements are applicable for the project, as described above in Section 6.0.

7.0 RECORDS AND REPORTS

1. The MBE Liaison shall maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. The records shall be maintained until the project is audited by the Public School Construction Program. These records shall include by project:

   a. The contractor report submitted at the completion of the project;
   b. The identity of the minority contractors employed on the project;
   c. The type of work performed;
   d. The actual dollar value of the work, services, supplies or equipment; and
   e. The MBE percentage of the total contract.

2. The MBE Liaison will maintain a record of all waivers approved for each project or solicitation package where the prime contractor was unable to achieve the established overall
goal or subgoals, if applicable. The MBE Liaison will, however, report to the PSCP all MBE participation by MDOT certified firms who are prime contractors, subcontractors, suppliers, or otherwise making an economically viable contribution to each project. This information shall be reported to PSCP within ten (10) days after approval of the award of the contract by the board of education.

3. The LEA shall submit the “Certified Minority Business Enterprise Participation Standard Monthly Contractor’s Requisition for Payment” (IAC/PSCP Form 306.4 page 3 of 16, located in the Administrative Procedures Guide), which is Attachment G in this procedure, to the PSCP Director of Fiscal Services as part of the regular monthly request for payment for the project.

4. The LEA shall submit the “Close-Out Cost Summary” (IAC/PSCP Form 306.6 located in the Administrative Procedures Guide), which is Attachment H in this procedure, along with the “Certified Minority Business Enterprise Participation Standard Monthly Contractor’s Requisition for Payment” (IAC/PSCP Form 306.4) to the PSCP Director of Fiscal Services within 180 days of completion of the project.

5. Each fiscal year end, PSCP Fiscal Services will create a report “Payments Made To Contractors during The Fiscal Year” and maintain such records as are necessary to confirm compliance with its minority business enterprise procedures and activities.

6. Each fiscal year end, PSCP Fiscal Services will create a report “Projects Completed During the Fiscal Year” and maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. This report will compare the overall MBE goal and subgoals, if applicable, for each specific project with the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the project.

8.0 MONITORING

1. The LEA’s procurement personnel or project staff shall verify that the certified MBE’s listed in the MBE participation schedule are actually performing the work.

2. The LEA’s procurement personnel shall ensure that MBE subcontractors are receiving compensation as set forth in the MBE participation schedule by ensuring that the contractor submits monthly reports, listing any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice, and the reason payment has not been made.

3. The MBE Liaison and/or the Public School Construction Program will conduct reviews as deemed necessary to confirm compliance with the minority business enterprise participation requirements.

4. The MBE Liaison will maintain appropriate records, and shall assist the Public School Construction Program in on-site or post-audit reviews upon request.

5. Auditors from the Public School Construction Program will have access to and the ability to audit MBE participation for specific projects, information retained by the LEA, and/or submitted to the IAC in reports/forms filed by the LEA as referenced above.
9.0 MINORITY BUSINESS ENTERPRISE LIAISON

1. The Superintendent shall designate an individual to be identified as the MBE Liaison for the school system.

2. The MBE Liaison will be the contact person who will work with the Public School Construction Program and the Governor’s Office of Minority Affairs to implement the Minority Business Enterprise Program for the school system and the State of Maryland.

3. The Superintendent will immediately notify the Public School Construction Program if there is a change in the MBE Liaison for the school system.
CERTIFIED MINORITY BUSINESS ENTERPRISE
UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

NOTE: You must include this document with your bid or offer. If you do not submit the form with your bid or offer, the procurement officer shall deem your bid non-responsive or your offer not reasonably susceptible of being selected for award.

* * * * * * * * * * * * *

Part I.

I acknowledge the:

- Overall certified MBE subcontract participation goal of ____ %. and
- The subgoals, if applicable, of:
  - ____ % for certified African American-owned businesses and
  - ____ % for certified women-owned businesses.

I have made a good-faith effort to achieve this goal. If awarded the contract, I will continue to attempt to increase MBE participation during the project.

Part II.

Check ONE Box

NOTE: FAILURE TO CHECK ONE OF BOXES 1, 2, or 3 BELOW WILL RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

NOTE: INCONSISTENCY BETWEEN THE ASSERTIONS ON THIS FORM AND THE INFORMATION PROVIDED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT B) MAY RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

1 ☐ I have met the overall MBE goal and MBE subgoals for this project. I submit with this Affidavit [Attachment A] the MBE Participation Schedule [Attachment B], which details how I will reach that goal.

or

2 ☐ After having made a good-faith effort to achieve the overall MBE goal and MBE subgoals for this project, I can achieve partial success only. I submit with this Affidavit [Attachment A] the MBE Participation Schedule [Attachment B], which details the MBE participation I have achieved.

I request a partial waiver as follows:

- Waiver of overall MBE subcontract participation goal: ____ %
- Waiver of MBE subcontract participation subgoals, if applicable:
  - ____ % for certified African American-owned businesses and
  - ____ % for certified women-owned businesses.

Within 10 days of being informed that I am the apparent awardee, I will submit MBE Waiver Documentation [Attachment F] (with supporting documentation).
or

3 ☐ After having made a good faith effort to achieve the overall MBE goal and MBE subgoals for this project, I am unable to achieve any portion of the goal or subgoals. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B].

I request a full waiver.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

**Part III.**

I understand that if I am the apparent awardee or conditional awardee, I must submit **within 10 working days** after receiving notice of the potential award or within 10 days after the date of conditional award – whichever is earlier – the:

- *Outreach Efforts Compliance Statement* (Attachment C)
- *Subcontractor Project Participation Statement* (Attachment D)
- *Minority Subcontractors Unavailability Certificate* (Attachment E) (if applicable)
- Any other documentation the Procurement Officer requires to ascertain my responsibility in connection with the MBE participation goal and subgoals

I acknowledge that if I fail to timely return complete documents, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has been awarded, the award is voidable.

I acknowledge that the MBE subcontractors/suppliers listed in the *MBE Participation Schedule* and any additional MBE subcontractor/suppliers identified in the *Subcontractor Project Participation Statement* will be used to accomplish the percentage of MBE participation that I intend to achieve.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided the same information and amount of time to respond as were non-MBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

*I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.*

<table>
<thead>
<tr>
<th>Bidder/Offeror Name</th>
<th>Affiant Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td>Address</td>
<td>Printed Name &amp; Title</td>
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<tr>
<td></td>
<td>Date</td>
</tr>
<tr>
<td>Address (continued)</td>
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</tbody>
</table>
**Attachment B**  
**MBE PARTICIPATION SCHEDULE**  
This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1. Prime Contractor’s Name</td>
<td>2. Prime Contractor’s Address and Telephone Number</td>
</tr>
<tr>
<td>3. Project/School Name</td>
<td>4. Project/School Location</td>
</tr>
<tr>
<td>5. LEA and PSC No.</td>
<td>6. Base Bid Amount $</td>
</tr>
</tbody>
</table>

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<tbody>
<tr>
<td>7a. Minority Firm Name</td>
<td>Minority Firm Address</td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minority Group Type</td>
</tr>
<tr>
<td>African American</td>
<td>Women</td>
</tr>
<tr>
<td>Asian</td>
<td>Hispanic</td>
</tr>
<tr>
<td>American Indian</td>
<td>Disabled</td>
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<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>MDOT Certification Number</td>
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</tbody>
</table>

**Work to be Performed and Subcontract Dollar Amount**  
Percent of Total Contract

<p>| | |</p>
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<tr>
<td>7b. Minority Firm Name</td>
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<tr>
<td>Minority Firm Telephone Number</td>
<td>Minority Group Type</td>
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<tr>
<td>African American</td>
<td>Women</td>
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<td>Asian</td>
<td>Hispanic</td>
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<td>American Indian</td>
<td>Disabled</td>
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<tr>
<td>Minority Firm Fax Number</td>
<td></td>
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<tr>
<td>MDOT Certification Number</td>
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</tbody>
</table>

**Subcontract Dollar Amount**  
Percent of Total Contract

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<table>
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<tbody>
<tr>
<td>7c. Minority Firm Name</td>
<td>Minority Firm Address</td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minority Group Type</td>
</tr>
<tr>
<td>African American</td>
<td>Women</td>
</tr>
<tr>
<td>Asian</td>
<td>Hispanic</td>
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<td>American Indian</td>
<td>Disabled</td>
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<tr>
<td>Minority Firm Fax Number</td>
<td></td>
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<tr>
<td>MDOT Certification Number</td>
<td></td>
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</tbody>
</table>

**Subcontract Dollar Amount**  
Percent of Total Contract

<p>| | |</p>
<table>
<thead>
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</thead>
<tbody>
<tr>
<td>8. MBE Total Dollar Amount</td>
<td>9. Total MBE Percent of Entire Contract</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
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<th></th>
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<tbody>
<tr>
<td>10. Form Prepared by:</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
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<tr>
<td>Title</td>
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<td>Date</td>
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<p>| | |</p>
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<tbody>
<tr>
<td>11. Reviewed and Accepted by Board of Education MBE Liaison</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total MBE Participation:</th>
<th>%</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total African-American MBE Participation:</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>Total Woman-Owned MBE Participation:</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>Total Other Participation:</td>
<td>%</td>
<td>$</td>
</tr>
</tbody>
</table>

June 2008
Attachment C

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to ________________County Public Schools for the _________________ project, PSC # _________________, I state the following:

(name)

1) Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2) Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3) Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4) ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding Requirements (Described Efforts)
   ☐ This project does not involve bonding requirements.

5) ☐ Bidder/Offeror did/did not attend the pre-bid conference
   ☐ No pre-bid conference was held.

______________________________  By: ________________________
Bidder/Offeror Name

______________________________
Address

______________________________
Name,Title

______________________________
Date

June 2008
Attachment D

MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

PROJECT/ SCHOOL NAME: ______________________________________________________

PROJECT/ SCHOOL LOCATION: ______________________________________________________

LEA: ______________________________________________________

NAME OF PRIME CONTRACTOR: ______________________________________________________

NAME OF MBE SUBCONTRACTOR: ______________________________________________________

MDOT Certification Number

1. Work/Services to be performed by MBE Subcontractor: ______________________________________________________

2. Subcontract Amount: $ ______________________________________________________

3. Bonds - Amount and type required of Subcontractor if any: ______________________________________________________

4. MBE Anticipated or Actual Commencement Date: ________________ Completion Date: ________________

5. This MBE subcontract represents the following percentage of the total contract cost: ________________

6. This is an African American Firm: Yes _______ No _______

7. This is a Women Owned Business Firm: Yes _______ No _______

8. This is an Asian, American Indian, Hispanic or Disabled Firm: Yes _______ No _______ (Circle One)

The undersigned subcontractor and prime contractor will enter into a contract for the work/service indicated above upon the prime contractor’s execution of a contract for the above referenced project with the Board of Education. The undersigned subcontractor is a MDOT certified Minority Business Enterprise. The terms and conditions stated above are consistent with our agreements.

Signature of Subcontractor: ______________________________________________________

Signature of Subcontractor

Date: ________________________

The term and conditions stated above are consistent with our agreements.

Signature of Prime Contractor: ______________________________________________________

Date: ________________________
MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

1. It is hereby certified that the firm of ________________________________
located at _______________________________________________________
(Number) __________________________ (Street) __________________________
(City) __________________________ (State) __________________________ (Zip)

was offered an opportunity to bid on the ________________________________ school project
in __________________________ County by ________________________________
(Name of Prime Contractor’s Firm)

2. The ________________________________ (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

_______________________________________________________________
_______________________________________________________________
_______________________________________________________________
_______________________________________________________________

_______________________________________________________________
Signature of Minority Firm’s MBE Representative __________________________
Title __________________________ Date __________________________

_______________________________________________________________
MDOT Certification # __________________________ Telephone #
_______________________________________________________________

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

_______________________________________________________________
Signature of Prime Contractor __________________________ Title __________________________ Date __________________________
Attachment F

MBE WAIVER DOCUMENTATION

Project Name: ___________________________  PSC No. ____________________

Base Contract Amount $ ______________________

Plus Accepted Alternates _______________________

Equals Total Contract Amount $ ______________________

I have previously requested that a waiver be granted to the overall MBE goal for this project of ____ percent, with a minimum of ____ percent from certified African American-owned businesses, a minimum of ____ percent from certified women-owned businesses, and the balance from all certified minority business enterprises, if applicable. This would include the total dollar value of all materials, supplies, equipment, and services, including construction services directly or indirectly, from Minority Business Enterprises (MBE) which are currently certified by the Maryland Department of Transportation (MDOT).

I __________________________, hereby certify that my position is __________________________.

(Name of Company Representative)

____________________________, and I am the duly authorized representative of __________________________.

(Position Title)

(Company Name)

I further certify that I have submitted a Schedule for Participation of Certified Minority Business Enterprises which reflects the percentage and dollar value of certified Minority Business Enterprise participation which my company expects to achieve for this contract. Therefore, the request for the waiver is as follows:

Summary MBE Participation Schedule from Attachment B

<table>
<thead>
<tr>
<th>Minority Group</th>
<th>MBE GOAL</th>
<th>Actual MBE Dollar Participation</th>
<th>Request For Waiver</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percent of Total Contract</td>
<td>Dollar Value of Total Contract*</td>
<td>Dollar Value</td>
</tr>
<tr>
<td>a. Sub Goal</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>African</td>
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<td></td>
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<tr>
<td>American</td>
<td></td>
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<tr>
<td>b. Sub Goal</td>
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<tr>
<td>Women</td>
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<tr>
<td>c. Other * in SubGoal group a/b above</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>TOTALS</td>
<td></td>
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</tbody>
</table>

* with accepted/rejected alternates

June 2008
To support this request for a waiver, I include the following information as attachments which I certify to be true to the best of my knowledge.

1. A detailed statement of the efforts made by the contractor to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made by the contractor prior to and up to 10 days before the bid opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;
3. A detailed statement of the contractor’s efforts to make personal contact with MBE firms identified for Item 2. above;
4. A record of the name, address, telephone number, and dates contacted for each MBE identified under items 2. and 3. above;
5. A description of the information provided to MBE’s regarding the plans, specifications and the anticipated time schedule for portions of the work to be performed;
6. Information on activities to assist minority business enterprises to fulfill bonding requirements, or to obtain a waiver of these requirements;
7. Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;
8. As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion; and
9. A list of minority subcontractors found to be unavailable. This shall be accompanied by a Minority Subcontractor Unavailability Certificate signed by the minority business enterprise or from the apparent low bidder or successful offeror indicating that the minority business did not provide the written certification.

Signature ___________________________ Date ___________________________
(Company Representative Name)

Sworn and subscribed before me this day: ___________________________
of _________ in the year Notary Public ___________________________

Reviewed and accepted by the ___________________________
(County Name) County Board of Education MBE Liaison.

Signature ___________________________ Date ___________________________
(County Representative Name)

MBE Request For Waiver Master Form (July 2002)

June 2008
## Attachment G

**CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION STANDARD MONTHLY CONTRACTOR’S REQUISITION FOR PAYMENT**

<table>
<thead>
<tr>
<th>LEA:</th>
<th>______________________________</th>
<th>DATE:</th>
<th>______________________________</th>
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<tbody>
<tr>
<td>PROJECT</td>
<td>______________________________</td>
<td>PSC</td>
<td>______________________________</td>
</tr>
<tr>
<td>LOCATION:</td>
<td>______________________________</td>
<td>REQ</td>
<td>______________________________</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF MBE SUB-CONTRACTOR</th>
<th>MDOT SUB-CONTRACTOR CERTIFICATION #</th>
<th>MBE SUB-CONTRACTOR CLASSIFICATION #</th>
<th>TOTAL MBE CONTRACT AMOUNT $</th>
<th>AMOUNT TO BE PAID THIS REQUISITION $</th>
<th>PAID JULY 1 to JUNE 30</th>
<th>TOTAL PAID TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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**MDOT Certification #** can be located at [www.mdot.state.md.us](http://www.mdot.state.md.us)

**MBE Classification #:**

- African American = 1
- Hispanic American = 2
- American Indian = 3
- Asian American = 4
- Women = 5
- Disabled = 6
- Non-profit = 7

I certify that the figures and information presented above represent accurate and true statements, that timely payments have been and will be made to suppliers and subcontractors on the project, as requisitioned payments are received, and in accordance with our contracts.

---

**Name of Contractor Firm**

**Authorized Signature/Date**

**Contractor EFIN/SSN**

**Contractor MBE Classification # (if applicable)**

---

Page 24 of 28
Administrative Procedure 750.1
Revised 05/13/97, 08/14/01, 11/12/02, 5/11/04, 6/13/06, 12/9/08

June 2008 G-1
### CLOSE-OUT SUMMARY

#### IAC/PSCP FORM 306.6

<table>
<thead>
<tr>
<th>LEA:</th>
<th>DATE:</th>
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<tbody>
<tr>
<td>SCHOOL NAME:</td>
<td>PSC #:</td>
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</table>

**Public School Construction**

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<tr>
<th>Allocation</th>
<th>Cash Disbursements</th>
<th>Approved Contracts</th>
<th>Expenditures</th>
<th>Balance</th>
<th>Approved Contracts</th>
<th>Expenditures</th>
<th>Total Expenditures</th>
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**Local and Other**

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</table>

I hereby certify that the data shown hereon is correct and request this project be closed.

_________________________
Signature of LEA Representative

---

**FOR STATE USE ONLY**

**ADJUSTMENTS:**

- **Allocation:** _________________
  - Initials
- **Cash:** _________________
  - Date

**AUDIT COMMENTS:**

- Initials
- Date
### MBE GOAL SETTING MODEL ANALYSIS FORM

| Date submitted to PSCP: | Date submitted to GOMA: |

### SECTION I (to be completed by LEA)

<table>
<thead>
<tr>
<th>LEA Name:</th>
<th>PSC #:</th>
<th>Anticipated Bid Date:</th>
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<th>Project Type</th>
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<table>
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<th>Address of project:</th>
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<table>
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<tr>
<th>Project delivery method</th>
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<table>
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<tr>
<th>Cost estimate for total project (without alternates):</th>
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</table>

<table>
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<tr>
<th>Date of cost estimate:</th>
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</table>

### SECTION II (to be completed by LEA)

**A. Describe the process and information reviewed and analyzed for this specific project. Attach additional sheets as needed.**

1. Identify those portions of the work that could potentially be performed by certified minority firms, including MBE suppliers.
2. Identify geographic factors that were considered.
3. Summarize information that was obtained utilizing the MDOT Directory.
4. Summarize information that was obtained related to similar projects in the jurisdiction where goals were set by a State government department, agency, or another entity.
5. Identify information that was utilized in the jurisdiction for similar past projects for which a State government department, agency, or another entity set MBE goals and subgoals.

**B. Based upon the above analysis it has been determined that:**

(Place an “X” in the appropriate box below and complete the appropriate percentage in the blank provided)

1. [ ] The overall MBE subcontracting goal for this project will be _____ percent with a subgoal of _____ percent for African American-owned businesses and a subgoal of _____ percent for women-owned businesses.
2. [ ] There will not be any MBE subcontracting goal or subgoals for this specific project.

<table>
<thead>
<tr>
<th>Date that MBE Goal Setting Analysis was completed:</th>
</tr>
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</tbody>
</table>

Provide the names of the individuals who participated in the review and analysis process (Note: This line can be expanded in electronic format):

**Section II reviewed by: Print name Signature Date**

<table>
<thead>
<tr>
<th>MBE Liaison:</th>
</tr>
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<tbody>
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<table>
<thead>
<tr>
<th>Contact telephone #:</th>
<th>Contact e-mail address:</th>
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<tr>
<th>Procurement Officer</th>
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</table>
## MBE GOAL SETTING MODEL ANALYSIS FORM

### SECTION III (to be completed by LEA)

The solicitation and/or bid documents have been reviewed by me, and the overall MBE goal, and subgoals, if applicable, or no MBE goal, as indicated above are shown as specified in the solicitation and/or bid documents.

Reviewed by LEA (print name): 
Signature: __________________________ Date: __________

### SECTION IV (FOR DGS/PSCP REVIEW)

A. ☐ This form has been submitted with the CD submission for the project specified above, and review of the project’s CD submission can proceed.

B. ☐ The MBE subcontracting goal and subgoals, or no MBE goal is consistent with the solicitation or bid documents submitted.

C. ☐ Although a CD submission is not required, this form has been submitted to the PSCP, as required in the MBE procedures.

Reviewed by DGS: (print name)
Signature: __________________________ Date: __________
Date sent to PSCP: __________

Received and Reviewed by PSCP: __________________________ Date: __________

Created October 2008

This form, or a form that is substantially similar, should be included and submitted as part of the Construction Document Submission to the Department of General Services (DGS) for State-funded projects that require review of construction documents, to the Maryland State Department of Education for locally funded projects, or to the Public School Construction Program for State-funded projects that do not require review of construction documents (See Minority Business Enterprise Procedures for State Funded Public School Construction Projects Section 4.0, MBE Goal Setting Procedures, as amended). At the same time a copy should be submitted to the Public School Construction Program (PSCP) and The Governor’s Office of Minority Affairs (GOMA) if the project cost is in excess of $200,000.
AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

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

Garrett County Public Schools
40 South Second Street
Oakland, MD 21550
Telephone Number: 301-334-8900
Fax Number: 301-334-7621

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

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

| GCPS: Southern Middle School - Sewer Line Replacement |

The Architect:
(Name, legal status, address and other information)

| Bushey Feight Morin Architects Inc.
473 North Potomac Street
Hagerstown, Maryland 21740
Telephone Number: 301-733-5600
Fax Number: 301-733-5612 |

The Owner and Contractor agree as follows.

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

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

AIA Document A201TM—2007 General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.
TABLE OF ARTICLES
1 THE CONTRACT DOCUMENTS
2 THE WORK OF THIS CONTRACT
3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4 CONTRACT SUM
5 PAYMENTS
6 DISPUTE RESOLUTION
7 TERMINATION OR SUSPENSION
8 MISCELLANEOUS PROVISIONS
9 ENUMERATION OF CONTRACT DOCUMENTS
10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner’s time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)
Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be ($ ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

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

| Item | Units and Limitations | Price Per Unit ($0.00) |

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

| Item | Price |

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

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

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

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent ( %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent ( %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint another individual, not a party to this Agreement, to serve as Initial Decision Maker.
§ 6.2 BINDING DISPUTE RESOLUTION
For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner’s representative:
(Name, address and other information)

40 South Second Street
Oakland, MD 21550

§ 8.4 The Contractor’s representative:
(Name, address and other information)
§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

§ 9.1.6 The Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

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

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

.1 AIA Document E201®–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid,
**ARTICLE 10  INSURANCE AND BONDS**
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(***State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007***.)

<table>
<thead>
<tr>
<th>Type of insurance or bond</th>
<th>Limit of liability or bond amount ($0.00)</th>
</tr>
</thead>
</table>

This Agreement entered into as of the day and year first written above.

**OWNER** (Signature)  
(Printed name and title)

**CONTRACTOR** (Signature)  
(Printed name and title)
Additions and Deletions Report for
AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:26:11 on 02/27/2017.

PAGE 1

Garrett County Public Schools
40 South Second Street
Oakland, MD 21550
Telephone Number: 301-334-8900
Fax Number: 301-334-7621

GCPS: Southern Middle School - Sewer Line Replacement

Bushey Feight Morin Architects Inc.
473 North Potomac Street
Hagerstown, Maryland 21740
Telephone Number: 301-733-5600
Fax Number: 301-733-5612

PAGE 5

40 South Second Street
Oakland, MD 21550
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, BFM Architects Inc., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:26:11 on 02/27/2017 under Order No. 6016543869_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)
Payment Bond

CONTRACTOR:  
(Name, legal status and address)

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

OWNER:  
(Name, legal status and address)  
Garrett County Public Schools  
40 South Second Street  
Oakland, MD  21550

CONSTRUCTION CONTRACT  
Date:  
Amount: $  
Description:  
(Name and location)  
GCPS: Southern Middle School - Sewer Line Replacement

BOND  
Date:  
(Not earlier than Construction Contract Date)

Amount: $  
Modifications to this Bond:  
See Section 18

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

SURETY  
Company:  
(Corporate Seal)  
Signature:  
Name and Title:

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

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

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

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

40 South Second Street  
Oakland, MD  21550
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

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

§ 3 If there is no Owner Default under the Construction Contract, the Surety’s obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner’s property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety’s expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety’s obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor, have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant’s obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety’s expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety’s failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety’s total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner’s priority to use the funds for the completion of the work.
§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 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.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:
  .1 the name of the Claimant;
  .2 the name of the person for whom the labor was done, or materials or equipment furnished;
  .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
  .4 a brief description of the labor, materials or equipment furnished;
  .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
  .7 the total amount of previous payments received by the Claimant; and
  .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL
Company: ___________________________ (Corporate Seal) Company: ___________________________ (Corporate Seal)
Signature: ___________________________ Signature: ___________________________
Name and Title: ___________________________ Name and Title: ___________________________
Address: ___________________________

Address: ___________________________
Additions and Deletions Report for
AIA® Document A312™ – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:27:34 on 02/27/2017.

PAGE 1

Garrett County Public Schools
40 South Second Street
Oakland, MD 21550

... GCPS: Southern Middle School - Sewer Line Replacement...

... 40 South Second Street
Oakland, MD 21550
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, BFM Architects Inc., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:27:34 on 02/27/2017 under Order No. 6016543869_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Payment Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

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

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

OWNER:
(Name, legal status and address)
Garrett County Public Schools
40 South Second Street
Oakland, MD 21550

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
GCPS: Southern Middle School - Sewer Line Replacement

BOND
Date:
(Not earlier than Construction Contract Date)
Amount: $
Modifications to this Bond: □ None □ See Section 16

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

SURETY
Company: (Corporate Seal)
Signature:
Name and Title:

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

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

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

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

40 South Second Street
Oakland, MD 21550
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety’s obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor’s performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner’s notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety’s receipt of the Owner’s notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner’s right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety’s obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety’s expense take one of the following actions:

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

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

§ 5.3 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 a 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 Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.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, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Section 5.4, and the Owner refuses the payment 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.
§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
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 Section 5; and
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.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety’s liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 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.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

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

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

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

<table>
<thead>
<tr>
<th>CONTRACTOR AS PRINCIPAL</th>
<th>SURETY</th>
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<td>Company:</td>
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<td>(Corporate Seal)</td>
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</table>
Additions and Deletions Report for
AIA® Document A312™ – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:28:05 on 02/27/2017.

PAGE 1

Garrett County Public Schools
40 South Second Street
Oakland, MD 21550

...GCPS: Southern Middle School - Sewer Line Replacement...

...40 South Second Street
Oakland, MD 21550
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, BFM Architects Inc., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:28:05 on 02/27/2017 under Order No. 6016543869_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)
SECTION 00 90 00

STATE FUNDED PROJECT IDENTIFICATION SIGN
Building Bright Futures in Maryland

The State of Maryland and the___________Board of Education are:

(Enter Jurisdiction)

(Select From Page E-1A)

(SCHOOL)

(Enter School Name)

Public School Construction Program

Architect: __________________________ (Name of Firm)

Contractor: _________________________ (Name of Company)

The Maryland General Assembly

Michael E. Busch, Speaker of the House
Thomas V. Mike Miller, Jr., President of the Senate

Board of Public Works

Larry Hogan, Governor
Peter Franchot, Comptroller
Nancy K. Kopp, Treasurer
APPENDIX E
FOR SCHOOL CONSTRUCTION SIGN

The following appropriate language should be entered on the construction sign to describe the work for the specific project (or modified as required):

- Renovating
- Constructing an Addition and Renovating
- Constructing an Addition to
- Constructing a Replacement School for
- Constructing the New
- Constructing a Prekindergarten Addition at
- Renovating the Science Laboratories at
- Replacing the Roof at
- Replacing the Boilers at
- Replacing the Windows at
- Replacing the (other systemic) at
DIVISION 1

GENERAL REQUIREMENTS
PART 1  GENERAL

1.1  SECTION INCLUDES

A.  Contract description.

B.  Work by Owner.

C.  Owner supplied products to be installed by Contractor.

D.  Contractor's use of site and premises.

E.  Work sequence.

F.  Owner Occupancy.

G.  Description of Base Bid.

H.  Subcontractor Bond

I.  Wage Rates.

J.  Liquidated Damages

K.  Project Manager, Superintendent and Assistant Superintendent.

L.  Documents.

1.2  CONTRACT DESCRIPTION

A.  Work for this Project shall include in-situ repair of the existing sewer lines from Southern Middle School to Broadford Road of 1,500 linear feet as identified within the Contract Drawings and Specifications. Work includes re-establishing connection to Broadford Elementary School. The Contractor shall provide all materials, labor, equipment, and services necessary for bypass pumping and/or diversion of sewage flows, cleaning and television inspection of sewer to be lined, liner installation, reconnection of service connections, and final television inspection and testing of lined pipe system. Contractor may be required to make isolated joint repairs.

B.  Perform Work under unit cost basis contract with Owner in accordance with the General Conditions of Contract for Construction.

C.  The quantities appearing in the prepared bid schedule are approximate only and are prepared for the canvassing of bids. It is understood that these schedules, quantities of work to be done, and materials to be furnished; may each be increased, diminished, or omitted, by the direction of the Engineer to maintain an allowable budget, without in anyway invalidating prices bid. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the Contract. The Owner reserves the right to diminish or delete quantities included in biddable items.
1. Install Project Sign: Payment shall be on a lump sum basis as bid and include all labor, materials, and incidentals necessary to produce, install and remove a project sign.

2. Mobilization: Construction preparatory operations that include the movement of personnel and equipment to the project site and the establishment of the Contractor's offices, buildings, and other facilities necessary to begin work. Mobilization will not be measured but will be paid for at the Contract lump sum price. The cost of all required insurance and bonds will be incidental to the Mobilization item. Payment of 50 percent of the Mobilization item will be made in the first monthly estimate after the Contractor has established the necessary facilities. The remaining 50 percent will be prorated and paid in equal amounts on each of the next five monthly estimates. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work. Payment of the Mobilization item will not be made more than once, regardless of the fact that the Contractor may have, for any reason, shut the work down on the project or moved their equipment away from the project and then back again. If an item for mobilization is not provided, the cost of mobilization, including the required insurance and bonds, will be incidental to the other items specified in the Contract Documents.

3. Pipe Lining, 8 Inch CIPP: The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

4. Pipe Lining, 6 Inch CIPP: The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

5. Surface Restoration: This includes placing topsoil on disturbed areas, seeding, and mulching. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

6. Lateral Connection, Any Size, Internal Cutting: The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

7. Point Repair, Open Excavation 0-10 Feet depth, 6 feet long: The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

8. Point Repair, Open Excavation Over 10 Feet depth, 6 feet long: The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

9. Grout Repair: Payment will be made for the actual number of grout repairs completed. The unit price per grout repair shall include all materials, labor, equipment, and supplies necessary to complete the work as necessary.

10. Bypass Pumping: The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

1.3 WORK BY OWNER

A. Items noted NIC (Not in Contract), will be furnished and installed by Owner or under other contracts unless noted otherwise.

1.4 OWNER SUPPLIED PRODUCTS TO BE INSTALLED BY CONTRACTOR

A. Owner's Responsibilities:
   1. Arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples, to Contractor and Architect/Engineer.
   2. Arrange and pay for delivery to site.
   3. On delivery, inspect products jointly with Contractor.
   4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
5. Arrange for manufacturers' warranties, inspections, and service.

B. Contractor's Responsibilities:
1. Review and coordination of Owner-reviewed Shop Drawings, Product Data, and Samples.
2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
3. Handle, store, install and finish products as required.
4. Repair or replace items damaged after receipt.

C. Products furnished to site and installed by Owner:
   1. None at this time

D. Items furnished by Owner for installation by Contractor:
   1. None at this time

1.5 CONTRACTOR'S USE OF SITE

A. Limit use of site to allow:
   1. Owner occupancy.
   2. Work by Others and Work by Owner.

B. Access to Site: Limited to 6:30 A.M. to 11:00 P.M. Monday through Saturday and 12:00 Noon to 5:00 P.M. on Sunday.
   1. Notice to Proceed anticipated on June 14, 2017.

C. Construction Operations: Limited to areas noted on Drawings.

D. Utility Outages and Shutdown: Provide 72 hour written notice prior to shutdown.

E. Use or possession of alcohol, drugs, tobacco and firearms on site is strictly prohibited.

F. Wearing of “statement clothing” which can be determined to be offensive is strictly prohibited.

G. All persons engaged in the construction of the project, including employees of the general contractor, subcontractors, suppliers and delivery companies working for any of the above, while on the job site, shall conduct themselves in a courteous manner with respect to and when in the presence of staff and students of the School System. Disrespectful, abusive and/or profane language and/or gestures, and/or harassment of students and staff will not be tolerated and shall represent cause for the Owner to direct the Contractor to remove persons committing such acts from the project.

1.6 WORK SEQUENCE

A. All work shall be performed in accordance with the construction schedule to be prepared by the General Contractor which shall reflect milestone completion dates established elsewhere in the specifications.

1.7 OWNER OCCUPANCY

A. The Substantial Completion and Owner’s Use and Occupancy date for this project is August 18, 2017.
B. Final completion date for the project shall be within 30 days of the Substantial Completion.

C. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations. The Owner will occupy the facility during the course of the project.

D. Schedule the Work to accommodate Owner occupancy.

1.8 DESCRIPTION OF BASE BIDS

A. General: It is the intent of GCPS to award one contract to the General Contractor for the complete project as indicated within the contract drawings, specifications and addenda.

1.9 SUBCONTRACTOR BOND

A. GCPS retains the right to request a subcontractor to submit a performance and payment bond in the amount of his Contract to the General Contractor.

B. GCPS shall reimburse the subcontractor in the amount of the direct cost of the bond without subcontractor or General Contractor markup for overhead, profit or any other associated cost.

1.11 WAGE RATES

A. Prevailing Wage Rates may be applicable to this project if cost exceeds $500,000.

1.12 LIQUIDATED DAMAGES

A. In case of failure on the part of the Contractor to complete the work within the time fixed in the contract or any extensions thereof, the Contract shall pay the Owner, as fixed and agreed, liquidated damages in the sum of five hundred ($500.00) dollars for each calendar day of delay.

1.13 PROJECT MANAGER, SUPERINTENDENT AND ASST. SUPERINTENDENT

A. The Project Manager, Superintendent and Assistant Superintendent shall be satisfactory to the Owner in all respects, and the Owner shall have the right to require Contractor to dismiss from the project any Project Manager and/or Superintendent with personnel satisfactory to Owner, at no additional cost. The Contractor shall not replace the Project Manager and/or Superintendent without the consent of the Owner except with personnel satisfactory to the Owner in all respects.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
PART 1   GENERAL

1.1 SECTION INCLUDES

A. Submission procedures.

B. Documentation of changes to Contract Sum/Price and Contract Time.

1.2 RELATED SECTIONS

A. Documents Owner/Contractor Agreement Form: Incorporating monetary value of accepted Alternates.

B. Section 00 15 00 - Instructions to Bidders: Requirements for Alternates.

C. Section 00 22 00 - Form of Proposal: Cost of Alternates.

D. Section 01 10 00 - Summary.

E. Section 01 60 00 - Product Requirements: Product options and substitutions.

1.3 REQUIREMENTS

A. Submit Alternates with full description of the proposed Alternate and the affect on adjacent or related components.

B. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner’s option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.4 SELECTION AND AWARD OF ALTERNATIVES

A. Indicate variation of Bid Price for Alternates described below and list in Bid Form Document or any supplement to it, which requests a “difference” in Bid Price by adding to the base bid price.

B. Bid will be evaluated on base bid and accepted alternates determined by the Owner. Alternate shall be taken in order.

1.5 SCHEDULE OF ALTERNATES

A. TBD

PART 2   PRODUCTS (NOT USED)

PART 3   EXECUTION (NOT USED)

END OF SECTION
PART 1  GENERAL

1.01  SECTION INCLUDES
   A. Schedule of Values.

1.02  RELATED SECTIONS
   A. Section 00 20 00 - Standard Form of Proposal: Contract sum/price including alternates and unit prices.
   B. Section 01 33 00 - Submittal Procedures: Schedule of Values.
   C. Section 01 06 00 - Material and Equipment: Product substitutions.

1.03  SCHEDULE OF VALUES
   A. Submit typed schedule on AIA Form G702 - Standard Monthly Contractor's Requisition for Payment. Contractor's electronic media printout will be considered.
   B. Submit Schedule of Values via electronic file (pdf. format in smallest file size possible) within 15 days after date established in Notice to Proceed. Submit to Owner and Architect/Engineer.
   C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds and insurance.
   D. Revise schedule to list approved Change Orders, with each Application For Payment.

PART 2  PRODUCTS (NOT USED)

PART 3  EXECUTION (NOT USED)

END OF SECTION
PART 1  GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-I Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

A. The types of minimum requirements for procedures and performance or control work of a general nature include but are not necessarily limited to the following categories:
   1. Surveys and layout.
   2. Trades people and workmanship standards.
   4. Cleaning and protection.

1.3 SURVEYS AND LAYOUT:

A. General: The Contractor shall be solely responsible for properly laying out the work and for all lines and measurements for all of the work executed under the Contract Documents. The Owner nor his representative will in no case assume the responsibility for laying out the work.

B. All dimensions and grades shown on Drawings are believed to be correct, but the Contractor shall verify them at the site and notify the Architect in writing of any discrepancies found before proceeding with the work; similarly as to final lines and grades established by official surveys, the Contractor shall check the Drawings against such established lines and grades and notify the Architect in writing of any discrepancies found. In the absence of such notifications, extra work caused by discrepancies shall not entitle the Contractor to additional compensation.

C. Working from lines and levels established by property survey, and as shown in relation to the work, establish and maintain two bench marks near the building and other dependable markers to set lines and levels for the work at each story of construction and elsewhere on site as needed to properly locate each element of entire project. Calculate and measure required dimensions as shown (within recognized tolerances if not otherwise indicated); do not scale drawings to determine dimensions. The Contractor shall be solely responsible for the proper location and level of all the work and for the maintenance of the reference lines and bench marks.

1.4 TRADES PERSONS AND WORKMANSHIP STANDARDS:

A. General: Instigate and maintain procedures to ensure that persons performing work at site are skilled and knowledgeable in methods and craftsmanship needed to produce required quality-levels for workmanship in completed work. Remove and replace work which does not comply with workmanship standards as specified and as recognized in the construction industry for applications indicated. Remove and replace other work damaged or deteriorated by faulty workmanship or its replacement.
1.5 GENERAL INSTALLATION PROVISIONS:

A. Installer's Inspection of Conditions: Require Installer of each major unit of work to inspect substrate to receive work, and conditions under which work will be performed, and to report, in writing to Contractor, unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

B. Manufacturer's Instructions: Where installations include manufacture products, comply with manufacturer's applicable instructions and recommendations for installation, to extent these are more explicit or more stringent than requirements indicated in Contract Documents.

C. Inspect each item of materials or equipment immediately prior to installation, and reject damaged and defective items.

D. Provide attachment and connection devices and methods for securing work properly as it is installed; true to line and level, and within recognized industry tolerances if not otherwise indicted. Allow for expansions and building movements. Provide uniform joint widths in exposed work, organized for best possible visual effect. Refer questionable visual-effect choices to the Architect for final decision.

E. Recheck measurements and dimensions of the work, as an integral step of starting each installation.

F. Install work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion which will ensure best possible results for each unit of work, in coordination with entire work. Isolate each unit of work from non-compatible work, as required to prevent deterioration.

G. Concealed Work: Coordinate enclosure of work, including backfilling, placing concrete or other work which will conceal mechanical and electrical lines, reinforcing and other items with the Architect and with required inspections and tests, so as to minimize necessity of uncovering work for that purpose. Record exact locations of mechanical, electrical and site utility work on Record Drawings.

H. Mounting Heights: Where mounting heights are not indicated, mount individual units of work at industry-recognized standard mounting heights, or at heights specified by applicable codes, for applications indicated. Refer questionable mounting height choices to the Architect for final decision.

1.6 COORDINATION - MECHANICAL AND ELECTRICAL:

A. Enclose and conceal from view wiring, conduit, ducts, heat piping, sprinkler piping, water piping and other utility lines in habitable rooms and spaces, unless otherwise shown or specified. Do not leave wiring, conduits, pipes, etc., exposed in a habitable space so as to interfere with occupancy of that room.
   1. Where not otherwise shown or approved, use adjacent masonry, lath and plaster, gypsum board or other finish construction to form the enclosing chase or furring.
   2. Enclose all such utilities with furring, chases or other enclosures as required, whether or not an enclosure is specifically shown.
B. Locate sprinkler heads, ceiling diffusers, lighting fixtures, grilles, speakers and other similar items occurring in exposed grid suspended ceiling systems centered in lay-in panels in both directions or to fill a full ceiling grid module.

C. Coordination: Do not fabricate or install ductwork, electric conduit, pull boxes, piping and other mechanical items above suspended ceilings until the Contractor has verified that there will be no interference between trades and that the design requirements shown and specified for room construction, equipment, fixtures and finishes can be maintained. Prior to installation, promptly report to the Architect apparent interference or difficulties anticipated.

1.7 CLEANING AND PROTECTION:

A. General: During handling and installation of work at project site, clean and protect work in progress and adjoining work on a basis of perpetual maintenance. Apply suitable protective covering on newly installed work where reasonably required to ensure freedom from damage or deterioration at time of substantial completion; otherwise, clean and perform maintenance on newly installed work as frequently as necessary through remainder of construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

B. Limiting Exposure of Work: To extent possible through reasonable control and protection methods, supervise performance of work in a manner and by means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging, or otherwise deleterious exposures during construction period. Such exposures include where applicable (but not by way of limitation) static loading, dynamic loading, internal pressures, external pressures, high or low temperatures, thermal shock, high or low humidity, air contamination or pollution, water, ice, solvents, chemicals, light, radiation, puncture, abrasion, heavy traffic, soiling, bacteria, insect infestation, combustion, electrical current, high speed operation, improper lubrication, unusual wear, misuse, incompatible interface, destructive testing, misalignment, excessive weathering, unprotected storage, improper shipping/handling, theft and vandalism.

1.8 FIRE SAFETY REQUIREMENTS:

A. General: The following "Fire Safety Requirements" applies as it relates to construction of school facilities and is an integral part of this Section.

B. FIRE SAFETY REQUIREMENTS FOR PARTIAL OCCUPANCY OF SCHOOL FACILITIES UNDER CONSTRUCTION:
The following requirements are considered to be minimal requirements necessary to the safety of student occupants of school facilities. It shall be the general requirement that all school facilities be fully completed prior to student occupancy. It is recognized, however, in unusual circumstances it may become necessary to provide for partial occupancy of an educational facility. In these circumstances the following fire safety requirements shall be met prior to student occupancy:

1. All required fire protection equipment and built-in fire safety devices shall be installed, tested by fire officials and approved prior to student occupancy of the facility. Include in this requirement, among others, are the following:

   a. Automatic sprinkler protection.

   b. Complete fire alarm installation including the correct installation of the annunciator panel.

   c. Exit lighting.
d. Emergency white lighting.
e. All required fire doors.
f. All-weather road access to the building.
g. Installation of fire extinguishers.

2. Required student egress facilities, including corridors, exit ways and walkways, leading from these required means of egress shall meet the requirements of applicable codes and be fully complete prior to student occupancy.

3. All combustible trash and debris shall be removed from the school facility prior to its occupancy.

4. Required utility services including telephone, electric light service and water service for fire protection shall be permanently installed prior to occupancy.

5. A one-hour fire rated and smoke proof separation shall be provided separating any construction area, or hazardous area, from those areas occupied by students. This fire and smoke barrier shall not have any door openings into student occupied areas.

6. During the time a school facility is occupied by students, no paint spraying, floor finishing or tiling shall be performed if the process involves flammable mastic, dusts or other flammable coatings. The use of open flame torches or welding of any kind shall not be permitted in student occupied areas. No testing or initial start-ups of boilers, furnaces or similar potentially hazardous equipment shall be performed during the time the school is occupied by students.

7. Any construction shed, trailer or storage of combustible material shall be located a minimum of thirty feet away from any school building.

8. Every effort shall be made to see that the final inspection is scheduled between the hours of 8:30 and 5:00 PM on normal County work days to assure at least a twenty-hour time span prior to opening of the school in order to provide an appropriate time frame for notifying all interested parties involved in the outcome of the inspection.

9. Required ceiling assemblies and corridor partitioning and separation shall be fully completed prior to student occupancy.

10. All electrical wiring in student occupied areas shall be completed in a permanent fashion. There shall be no exposed wiring which could subject students to shock hazards.

11. There shall be present prior to occupancy adequate facilities for handling the trash accumulation associated with school construction.

12. Storage of combustible construction materials shall not be allowed in the school facility unless protected with an automatic sprinkler system and separated from the student area by a minimum of one hour fire separation.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
PART 1 GENERAL

1.1 SECTION INCLUDES

A. Procedures for preparation and submittal of Applications for Payment.

1.2 RELATED SECTIONS

A. Section 00 30 00 - General Conditions: Progress Payments and Final Payment.

B. Section 00 40 00 - Owner/Contractor Agreement: Contract Sum/Price and unit prices amounts of Progress Payments and Retainages time schedule for submittals.

C. Section 01 19 00 - Contract Considerations: Schedule of Values.

D. Section 01 28 00 - Change Order Procedures: Procedures for changes to the Work.

E. Section 01 33 00 - Submittal procedures.

F. Section 01 73 00 – Execution Requirements: Close-out procedures.

1.3 FORMAT

A. AIA Form G702 – Application and Certification for Payment and G703 – Continuation Sheet.

B. For each item, provide a column for listing: Item Number; Description of work; Scheduled Value, Previous Applications: Work in Place and Site Stored Materials under this Application: Authorized Change Orders; Total Completed and Stored to Date of Application; Percentage of Completion; Balance to Finish; and Retainage.

C. Utilize Table of Contents to identify each line item with number and title of the major specification section.

1.4 PREPARATION OF APPLICATIONS

A. Present required information in typewritten form or on approved electronic media printout.

B. Execute certification by signature of authorized officer.

C. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for site stored products.

D. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.

E. Prepare Application for Final Payment as specified in Section 01 73 00.
1.5 SUBMITTAL PROCEDURES

A. Submit six (6) copies of each Application for Payment signed, sealed and notarized.
B. Submit an updated construction schedule with each Application for Payment.
C. Payment Period: Submit at intervals stipulated in the Agreement.
D. Submit under transmittal letter specified in Section 01 33 00.
E. Submit pencil copy electronically in pdf. format for review by Owner and Architect/Engineer.

1.6 SUBSTANTIATING DATA

A. When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question.
B. Provide one copy of data with cover letter for each copy of submittal. Show Application number and date, and line item by number and description.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals.
B. Documentation of change in Contract Sum/Price and Contract Time.
C. Change procedures.
E. Stipulated Sum change order.
F. Unit price change order.
G. Time and material change order.
H. Execution of change orders.
I. Correlation of Contractor submittals.

1.2 RELATED SECTIONS

A. Section 00 30 00 - General Conditions: Governing requirements for changes in the Work, in Contract Sum/Price, and Contract Time.
B. Section 00 35 00 - Supplementary Conditions: Percentage Allowances for Contractor's overhead and profit.
C. Section 00 40 00 Owner/Contractor Agreement Forms: Monetary values of established Unit Prices and percentage allowances for Contractor's overhead and profit.
D. Section 01 19 00 - Contract Considerations: Schedule of Values.
E. Section 01 27 00 - Applications for Payment: Payment applications.
F. Section 01 60 00 - Material and Equipment: Product options and substitutions.
G. Section 01 73 00 - Execution Requirements: Project Record Documents.

1.3 SUBMITTALS

A. Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
B. Change Order Forms: A.I.A. Form G701 - Change Order.
1.4 DOCUMENTATION OF CHANGE IN CONTRACT SUM/PRICE AND CONTRACT TIME

A. Maintain detailed records of work done on a time and material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the Work.

B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.

C. On request, provide additional data to support computations:
   1. Quantities of products, labor, and equipment.
   2. Taxes, insurance and bonds.
   3. Overhead and profit.
   5. Credit for deletions from Contract, similarly documented.

D. Support each claim for additional costs, and for work done on a time and material basis, with additional information:
   1. Origin and date of claim.
   2. Dates and times work was performed, and by whom.
   3. Time records and wage rates paid.
   4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

1.5 CHANGE PROCEDURES

A. The Architect/Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by AIA A201, 1997 Edition, Paragraph 7.4 by issuing supplemental instructions on AIA Form G710.

B. The Architect/Engineer may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within fourteen (14) working days.

C. The Contractor may propose a change by submitting a request for change to the Architect/Engineer, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01600.

1.6 CONSTRUCTION CHANGE AUTHORIZATION

A. Architect/Engineer may issue a document, signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

B. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum/Price or Contract Time.

C. Promptly execute the change in Work.
1.7 **STIPULATED SUM CHANGE ORDER**
   A. Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Architect/Engineer.

1.8 **UNIT PRICE CHANGE ORDER**
   A. For predetermined unit prices and quantities, the Change Order will be executed on a fixed unit price basis.
   B. For unit costs or quantities of units of work which are not predetermined, execute Work under a Construction Change Authorization.
   C. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.

1.9 **TIME AND MATERIAL CHANGE ORDER**
   A. Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
   B. Architect/Engineer will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
   C. Maintain detailed records of work done on Time and Material basis.
   D. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

1.10 **EXECUTION OF CHANGE ORDERS**
   A. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.11 **CORRELATION OF CONTRACTOR SUBMITTALS**
   A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum/Price.
   B. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of work affected by the change, and resubmit.
   C. Promptly enter changes in Project Record Documents.

**PART 2  PRODUCTS (NOT USED)**

**PART 3  EXECUTION (NOT USED)**

**END OF SECTION**
PART 1 GENERAL

1.1 SECTION INCLUDES

A. Schedule of values.
B. Applications for payment.
C. Change procedures.
D. Defect assessment.
E. Unit Prices.
F. Allowances.

1.2 SCHEDULE OF VALUES

A. Submit printed schedule on IAC/PSCP Form 306.4 Standard Monthly Contractor’s Requisition for Payment and AIA Form G702 - Application and Certifications for Payment with AIA Form G703 - Continuation Sheet.

B. Submit a copy of the Schedule of Values electronically in pdf. format (smallest file size) within ten (10) days after date established in Notice to Proceed.

C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section. Identify bonds as a separate cost.

D. Include, as a separate line item, the amount of Allowances included in the Contract. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.

E. Revise schedule to list approved Change Orders, with each Application For Payment.

1.3 APPLICATIONS FOR PAYMENT

A. Submit six (6) copies of each application on AIA G702 with continuation sheet with original signatures and notarized. Provide updated schedule with each submittal.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Payment Period: Submit at intervals stipulated in the Agreement.

D. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question.

E. Submit pencil copy for approval in pdf. format before formal submittal. Provide all MBE form as required.
1.4 CHANGE PROCEDURES

A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

B. The Architect/Engineer will advise of minor changes in the Work by either responding to the Contractor’s Request for Information (RFI) or by the issuance of an Architectural Supplemental Instructions (ASI) on AIA Form G710.

C. The Architect/Engineer may issue a Request for Proposal (RFP) including a detailed description of proposed change with supplementary or revised Drawings and specifications. Contractor will prepare and submit estimate within fifteen calendar (15) days.

D. Contractor may propose changes by submitting a Change Order Request (COR) to Owner/Architect describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors. Document requested substitutions in accordance with Section 01600.

E. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Architect/Engineer.

F. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under Field Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.

G. Field Directive: Architect/Engineer may issue directive, signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.


I. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

J. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.

K. Change Order Forms: Change Order Request Proposal attached at the end of this section.

L. Execution of Change Orders: The Architect will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

M. Correlation Of Contractor Submittals:
   1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
2. Promptly enter changes in Project Record Documents.

1.5 DEFECT ASSESSMENT
A. Replace the Work, or portions of the Work, not conforming to specified requirements.
B. If, in the opinion of the Owner/Architect/Engineer, it is not practical to remove and replace the Work, the Owner/Architect/Engineer will direct appropriate remedy or adjust payment.
C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Owner/Architect/Engineer. (*At the Owner’s Option)
D. Defective Work will be partially repaired to instructions of Architect/Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Owner/Architect/Engineer. (*At the Owner’s Option)
E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.
F. Authority of Owner/Architect/Engineer to assess defects and identify payment adjustments, is final.
G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
   1. Products wasted or disposed of in a manner that is not acceptable.
   2. Products determined as unacceptable before or after placement.
   3. Products not completely unloaded from transporting vehicle.
   4. Products placed beyond lines and levels of required Work.
   5. Products remaining on hand after completion of the Work.

1.6 UNIT PRICES
A. Unit Prices shall be used for “Extra Work” and for “Credit” work and shall be identified on the Bid Proposal Form (Refer to Section 00 20 00).
B. Authority: Measurement methods are delineated in individual specification sections.
C. Measurement methods delineated in individual specification sections complement criteria of this section. In event of conflict, requirements of individual specification section govern.
D. Take measurements and compute quantities. Owner’s field representative will verify measurements and quantities.
E. Unit Quantities: Actual quantities supplied or placed in the Work shall determine payment.
F. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of item of the Work; overhead and profit.
G. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.

H. Measurement of Quantities:
   1. Weigh Scales: Inspected, tested and certified by applicable State department. Weights and Measures department within past year.
   2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
   3. Metering Devices: Inspected, tested and certified by applicable State department.
   4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
   5. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
   6. Measurement by Area: Measured by square dimension using mean length and width or radius.
   7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
   8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.
   9. Costs shall be quoted utilizing both prevailing wage and without prevailing wage.

I. UNIT PRICE SCHEDULE

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>APPROXIMATE QUANTITIES</th>
<th>DESCRIPTION OF ITEMS</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<td>DOLLARS</td>
<td>CENTS</td>
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<td>1001</td>
<td>1 EACH</td>
<td>INSTALL PROJECT SIGN</td>
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<tr>
<td>1002</td>
<td>LUMP SUM LUMP SUM</td>
<td>MOBILIZATION</td>
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<td></td>
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<tr>
<td>1003</td>
<td>800 LINEAR FEET</td>
<td>PIPE LINING, 8 INCH CIPP</td>
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<td></td>
</tr>
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<td>400 LINEAR FEET</td>
<td>PIPE LINING 6 INCH CIPP</td>
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<tr>
<td>1005</td>
<td>LUMP SUM LUMP SUM</td>
<td>SURFACE RESTORATION, SEEDING MULCHING</td>
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</tr>
<tr>
<td>1007</td>
<td>1 EACH</td>
<td>LATERAL CONNECTION, ANY SIZE, INTERNAL CUTTING</td>
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<tr>
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<tr>
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<td>50 EACH</td>
<td>GROUT REPAIR</td>
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<td>BYPASS PUMPING</td>
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</table>
1.7 ALLOWANCES

A. SELECTION AND PURCHASE
   1. At the earliest practical date after award of the Contract, advise the Architect of the date when the final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the work.
   2. At the Architect’s request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the work.
   3. Purchase products and systems selected by the Architect from the designated supplier.

B. SUBMITTALS
   1. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
   2. Submit invoices or delivery slips to show the actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. EXAMINATION
   1. Examine products covered by an allowance promptly upon delivery for damage or defects.

D. PREPARATION
   1. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

E. SCHEDULE OF ALLOWANCES (TBD)

PART 2 PRODUCTS

(NOT USED)

PART 3 EXECUTION

(NOT USED)
GARRETT COUNTY PUBLIC SCHOOLS
SOUTHERN MIDDLE SCHOOL
SEWER LINE REPLACEMENT

CHANGE ORDER REQUEST PROPOSAL

Project Name: ________________________________  Date: __________________________

Contractor Proposal Number: ________________________________

Contractor: ________________________________________________

Subcontractor: ______________________________________________

Sub-Subcontractor: ____________________________________________

C.O.R. Item or Work: _________________________________________

I. Direct Payroll Less Fringes, Insurance, Taxes*: ________________________________

II. Fringes, Tax, Insurance Burden of Payroll: ________________________________

III. Total Materials Costs**: ________________________________

IV. Material Sales Tax: ________________________________________________

V. Equipment Rentals (Attach Copy of Invoice): ________________________________

VI. Contractor-Owned Equipment**: ________________________________

VII. Total All Lines: ________________________________________________

VIII. Subcontractors Costs (Attach Breakdown): ________________________________

IX. Profit and Overhead on Subcontractors: ________________________________

X. Total Lines VII, VIII and IX: ________________________________________________

* Provide Itemization of Labor Hours and Worker Classification

** Provide Itemization.

Change Order Request Form is Required for Each Portion of Change Order Request Submission

END OF SECTION
PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination and project conditions.
B. Field engineering.
C. Preconstruction meeting.
D. Site mobilization meeting.
E. Progress meetings.
F. Preinstallation meetings.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.

C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.

F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING

A. The Contractor shall employ a Land Surveyor registered in the State of Maryland and acceptable to Owner/Architect/Engineer.

B. Locate and protect survey control and reference points. Promptly notify Architect/Engineer of discrepancies discovered.
C. Control datum for survey is that shown on Drawings.

D. Verify set-backs and easements; confirm drawing dimensions and elevations.

E. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

F. Submit copy of site drawing and certificate signed by Land Surveyor certifying elevations and locations of the Work are in conformance with Contract Documents.

G. Maintain complete and accurate log of control and survey work as Work progresses.

H. On completion of foundation walls and major site improvements, prepare certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

I. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

J. Promptly report to General Contractor loss or destruction of reference point or relocation required because of changes in grades or other reasons.

K. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect/Engineer.

1.4 PRECONSTRUCTION MEETING

A. The Owner/Architect/Engineer will schedule meeting after Notice of Award.

B. Attendance Required: Owner, Architect/Engineer, and Contractor.

C. Agenda:
   1. Execution of Owner-Contractor Agreement.
   2. Submission of executed bonds and insurance certificates.
   4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
   6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   7. Scheduling.
   8. Scheduling activities of Geotechnical Engineer.

D. The Architect/Engineer will record minutes and distribute copies within seven (7) days after meeting to major participants.

1.5 SITE MOBILIZATION MEETING

A. Owner/Architect/Engineer will schedule meeting at Project site prior to Contractor occupancy.

B. Attendance Required: Owner, Architect/Engineer, Special Consultants, and Contractor, Contractor's Superintendent, and major Subcontractors.
C. Agenda:
1. Use of premises by Owner and Contractor.
2. Owner's requirements and partial occupancy.
3. Construction facilities and controls provided by Owner.
4. Temporary utilities provided by Contractor.
5. Survey and building layout.
7. Schedules.
8. Application for payment procedures.
9. Procedures for testing.
11. Requirements for start-up of equipment.
12. Inspection and acceptance of equipment put into service during construction period.

D. The Architect will record minutes and distribute copies within seven (7) days after meeting to participants.

1.6 PROGRESS MEETINGS

A. The Owner/Architect/Engineer will schedule and administer meetings throughout progress of the Work at maximum two (2) week intervals.

B. The General Contractor will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required: Contractor, major subcontractors and suppliers, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.

D. Agenda:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems impeding planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

E. The Architect/Engineer will record minutes and distribute copies within seven (7) days after meeting to participants.

1.7 PREINSTALLATION MEETING

A. When required in individual specification sections, convene pre-installation meeting at Project site prior to commencing work of specific section.
B. Require attendance of parties directly affecting, or affected by, Work of specific section.

C. Notify Owner/Architect/Engineer seven (7) days in advance of meeting date.

D. Prepare agenda and preside at meeting:
   1. Review conditions of installation, preparation and installation procedures.
   2. Review coordination with related work.

E. The Contractor will record minutes and distribute copies within seven (7) days after meeting to participants.

PART 2   PRODUCTS (NOT USED)

PART 3   EXECUTION (NOT USED)

END OF SECTION
PART 1  GENERAL

1.1  SUMMARY

A. This Section includes the following:
   1. Shop Drawings
   2. Product Data
   3. Samples
   4. Color/Pattern Selection
   5. Maintenance/Operation Manuals
   6. Warranties/Bonds
   7. Other submittals required by the Contract Documents, and re-submittals necessary to establish compliance with the specified requirements.
   8. Submittal cover sheet.

B. Related Sections:
   1. All Bid Documents, including, but not limited to: Drawings and general provisions of the Contract, including Instructions to Bidders, Supplemental Instructions to bidders, General Conditions, Supplementary Conditions, Addenda and Division 1 of these Specifications Sections, apply to this section.
   2. Individual requirements for submittals also may be described in pertinent Sections of these Specifications.
   3. The following sections contain requirements that relate to this section.
      a. Section 01 29 00 - Price and Payment Procedures
      b. Section 01 40 00 - Quality Requirements
      c. Various Sections - Warranties

1.2  DEFINITIONS

A. General: Work-related submittals of this section are categorized for convenience as follows, but not limited to:
   1. Shop Drawings: Include specially-prepared technical data for this Project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard print for general application to a range of similar projects.
   2. Product Data: Includes standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed therein.
   3. Samples: Includes both fabricated and un-fabricated physical examples of materials, products and units of work; both as complete units and as smaller portions of units of work; either for limited visual inspection or (where indicated) for more detailed testing and analysis.

1.3  QUALITY ASSURANCE

A. Coordination of Submittals:
   1. Prior to each transmittal of a submittal, carefully review, verify and coordinate all aspects of each item being submitted.
2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
3. Each submittal shall bear the required Contractor’s Certification Stamp indicating that his review, verification and coordination has been performed.
4. Any submittals not bearing said stamp will be returned to the Contractor for re-submission without further consideration, in such event, it will be deemed that the Contractor has not complied with this requirement and that the Contractor shall bear the risk of all delays to the same extent as if no submittal had been made.
5. Identification of Submittals: Place a submittal cover sheet on all submittal for identification. On the cover sheet indicate the:
   a. Project name
   b. Date
   c. The name of the Contractor that prepared the submittal
   d. Specification Section Number, Title and item reference within, if applicable
   e. Drawing sheet number and detail reference(s), designation(s)
   f. Any submittals that do not include the required cover sheet shall be returned to the Contractor for resubmission.
6. Submittal Transmittal Requirements:
   a. Submit original
   b. Identify items from only one Division of the Contract Documents on each transmittal (i.e. do not list items from Division 8 and 9 on the same transmittal).
7. Resubmittals:
   a. Reference the original submittal number on your new transmittal, eg. Resubmittal of “15 00 00-001” or “15 00 00-001R”.

1.5 CONTRACTORS RESPONSIBILITIES

A. Contractors responsibilities for compliance with the requirements of Contract Documents is not relieved by Architects/Consulting Engineer’s review of submittals

B. Notify Architect/Engineer, in writing at time of submittal, of any deviations from requirements of Contract Documents.

C. Begin no work which requires submittals until return of submittals with Architect/Consulting Engineer’s stamp and initials or signature indicating review.

D. After Architect/Consulting Engineer’s review, the General Contractor will distribute submittal copies to involved Contractors. Contractors shall ascertain that they have received all submittal information to properly execute and coordinate their work.

E. When a shop drawing or other submittal must be resubmitted by the Contractor, no changes other than those required as a result of the previous submission shall be made without the Architect/Consulting Engineer being made aware of the change. If such changes are made without so advising the Architect/Consulting Engineer, the Contractor will assume all responsibility for the possible consequences.

F. No portion of the work requiring a shop drawing, sample, or catalog data shall be started nor shall any materials be fabricated or installed prior to the review of such item.
1.6 PROCESSING OF SUBMITTALS

A. Shop Drawings, Product Data and Samples:
   1. The Contractor shall, within fifteen (15) calendar days (or sooner, if required elsewhere in the Contract Documents) after receiving the Owner’s signed Contract, Notice to Proceed, or “Letter of Intent”, forward all submittals to the Architect for review and/or approval.
   2. Transmittal of Submittals:
      a. Transmit each submittal from Contractor to Architect using a transmittal form.
      b. Record on transmittal form deviations from Contract Documents requirements, including minor variations and limitations. Include the Contractor’s Certificate that the information complies with the Contract Document’s requirements.

1.7 CONTRACTORS “SUBMITTAL STAMP”

A. Representation: By his submittal of any shop drawings, samples, and product data, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials dimensions, catalog numbers and similar data, or will do so; and that he has checked and coordinated each item with other applicable approved shop drawings and the Contract Documents requirements.

B. The Contractor shall stamp all shop drawings, samples and product data with the following certification:

   “I certify that the specification requirements have been met and all dimensions, conditions and quantities are verified as shown and/or corrected on this submittal.”

   Signed:
   (For) Contractor

   Date:

C. Submittals received without the above certification will be returned, not reviewed.

1.8 SUBSTITUTION REJECTION

A. If a non approved substitution is submitted, it will be returned “Submit Specified Item”. Only previously approved substitutions will be reviewed. Refer to Section 01 60 00 for substitution request procedures.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 SHOP DRAWINGS

A. Before submitting shop drawings for the Architect’s review, the Contractor shall check them for accuracy, shall ascertain that all work contiguous with and having bearing on other work shown on shop drawings is accurately drawn and that the work is in conformity with the Contract Document requirements.
1. The submission of shop drawings or re-submission of corrected shop drawings constitutes evidence that the Contractor accepts and is willing to perform the work as shown, in a workmanlike manner, and in accordance with the best standard practice.

2. Verify:
   a. Field measurements
   b. Field construction criteria
   c. Catalog numbers and similar data

B. Types of prints and copies required:
   1. Submit electronic (PDF) files of each required Shop Drawings indicating accurately and in scale sufficiently large enough to show all pertinent aspects of the item and its method of connection to the work.
   2. Review comments of the Architect or his Consultant Engineer will be shown on the returned files. The General Contractor will print copies from the electronic for his needs.
   3. The Architect/Consulting Engineers distribute the shop drawings for the Owner and their use.
   4. Electronic files shall be labeled to match the submittal number.

C. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

D. Copies of approved shop drawings shall be maintained on site.

3.2 PRODUCT DATA

A. Before submitting product data for Architect’s review the Contractor shall assemble the Product Data into a single electronic submittal for each element of construction or system, including printed formation such as manufacturer’s installation instructions, catalog cuts, color charts, letter of certification, roughing-in diagrams and templates, standard wiring diagrams, performance curves, maintenance data, calculations and schedules.
   1. Provide three (3) original copies of color charts in addition to electronic copy.

B. Mark copy to show applicable choices and options. Where printed Product Data includes information on several products, mark copies to indicate those items being submitted.

C. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

3.3 SAMPLES

A. Before submitting samples to the Architect for approval, the Contractor shall assure himself that material represented thereby conforms to Contract Requirements and is readily available in the quantity required.

B. Provide samples identical to the precise article proposed to be provided.
   1. Identify as described in “Identification of Submittals”.
   2. Provide samples of the size required when a specific sample size is noted.

C. Number of samples required:
   1. Unless otherwise specified, submit two (2) sets of each sample.
2. By prearrangement in specific cases, a single sample may be submitted for review and, when approved, be installed in the work at a location agreed upon by the Architect.

D. Field samples/mock-ups: Of sufficient size to clearly illustrate functional characteristics of product or material unless otherwise indicated by the projects Architect.
   1. Construct each complete, including work of all trades required in finished work.

3.4 COLORS, FINISH AND/OR PATTERN SELECTION

A. Submit the precise color and pattern that is specifically called out in the Contract Documents unless a choice of colors or patterns are requested.

B. Number of Copies Required:
   1. Submit three (3) color or pattern samples of each specified item requiring color and/or pattern selection.

3.5 ELECTRONIC BACKGROUNDS

A. If the Contractor and/or subcontractors require an electronic file of the construction documents, only plan backgrounds will be provided at a cost of $35.00 per drawing plus $15.00 architectural handling fee. Total $50.00 per drawing.
   1. Backgrounds will be released with no title blocks.
   2. Architect’s/Engineer’s drawings that are resubmitted as a shop drawing will be rejected.

B. Request must be made in writing to the Architect by the General Contractor.

C. Electronic files will not be released until a check is submitted made to the order of Bushey Feight Morin Architects.

3.6 CONSULTANT REVIEWS

A. A maximum of two (2) reviews will be provided by the A/E consultants.

B. If a third or more consultant reviews are required, the Contractor will be invoiced on a time and material basis.
   1. The cost of additional reviews will be invoiced to the General Contractor with payment due in thirty (30) calendar days from the date of the invoice.

END OF SECTION
PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination.
B. Pre-construction conference.
C. Site mobilization conference.
D. Progress meetings.
E. Pre-installation conferences.

1.2 RELATED SECTIONS

A. Section 01 41 00 - Project Coordination.
B. Section 01 45 00 - Cutting and Patching.

1.3 COORDINATION

A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
E. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owners partial occupancy.
F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.4 CUTTING AND PATCHING

A. Refer to Section 01 45 00.
B. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

C. Identify any hazardous substance or condition exposed during the Work to the Architect/Engineer for decision or remedy.

1.5 PRE-CONSTRUCTION CONFERENCE

A. Architect/Engineer will schedule a conference after Notice of Award.

B. Attendance Required: Owner, Architect/Engineer and Contractor.

C. Agenda:
1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
4. Submission of list of Subcontractors, list of products, Schedule of Values, and progress schedule.
5. Designation of personnel representing the parties in Contract, and in field, and the Architect/Engineer.
6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
7. Scheduling.

1.6 SITE MOBILIZATION CONFERENCE

A. Architect/Engineer will schedule a conference at the Project site prior to Contractor occupancy.

B. Attendance Required: Owner, Architect/Engineer, and Contractor, Contractor's Superintendent, and major Subcontractors.

C. Agenda:
1. Use of premises by Owner and Contractor.
2. Owner's requirements and partial occupancy.
3. Construction facilities and controls provided by Owner.
4. Temporary utilities provided by Owner.
5. Survey and building layout.
7. Schedules.
8. Procedures for testing.
10. Requirements for start-up of equipment.
11. Inspection and acceptance of equipment put into service during construction period.

1.7 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum twice monthly intervals.

B. Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
1. Architect/Engineer will record minutes and distribute within seven (7) working days after the progress meeting to the Owner, Consultants, and General Contractor.

C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.

D. Agenda:
   1. Review minutes of previous meetings.
   2. Review of Work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems which impede planned progress.
   5. Review of submittals schedule and status of submittals.
   6. Review of off-site fabrication and delivery schedules.
   7. Maintenance of progress schedule.
   8. Corrective measures to regain projected schedules.
   9. Planned progress during succeeding work period.
   10. Coordination of projected progress.
   11. Maintenance of quality and work standards.
   12. Effect of proposed changes on progress schedule and coordination.
   13. Other business relating to Work.

1.8 PRE-INSTALLATION CONFERENCES

   A. When required in individual specification Section, convene a pre-installation conference at work site prior to commencing work of the Section.

   B. Require attendance of parties directly affecting, or affected by, work of the specific Section.

   C. Notify Architect/Engineer seven (7) days in advance of meeting date.

   D. Prepare agenda, preside at conference, record minutes, and distribute copies within seven (7) working days after conference to participants, with two (2) copies to Architect/Engineer and two (2) copies to the Owner.

   E. Review conditions of installation, preparation and installation procedures, and coordination with related work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality control and control of installation.
B. Tolerances
C. References.
D. Mock-up requirements.
E. Manufacturers’ field services.
F. Examination.
G. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
B. Comply with manufacturers’ instructions, including each step in sequence.
C. When manufacturers’ instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
E. Perform Work by persons qualified to produce required and specified quality.
F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
B. Comply with manufacturers’ tolerances. When manufacturers’ tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date for receiving bids, except where specific date is established by code.

C. Obtain copies of standards where required by product specification sections.

D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.5 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Owner/General Contractor/Architect/Engineer 30 days in advance of required observations. Observer subject to approval of Owner.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. Refer to Section 01 33 00 - SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.
3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION
PART 1 GENERAL

1.1 SECTION INCLUDES

A. Project coordination administrator.
B. Construction mobilization.
C. Schedules.
D. Submittals.
E. Coordination drawings.
F. Closeout procedures.

1.2 RELATED SECTIONS

A. Section 01 39 00 - Coordination and Meetings: Project meetings, Preconstruction conferences, Progress meetings.
B. Section 01 73 00 - Execution Requirements: Contract closeout procedures.

1.3 PROJECT COORDINATION ADMINISTRATOR

A. Project Coordination Administrator: Owner.

1.4 CONSTRUCTION MOBILIZATION

A. Cooperate with the Administrator in allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.
B. During construction, coordinate use of site and facilities through the Administrator.
C. Comply with Administrator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
D. Comply with instructions of the Administrator for use of temporary utilities and construction facilities.
E. Coordinate filed engineering and layout work under instructions of the Administrator.

1.5 SCHEDULES

A. Submit bar chart preliminary progress schedule.
B. After review, revise and resubmit schedule to comply with revised Project schedule.
C. During progress of Work, revise and resubmit with Applications for Payment.

1.6 SUBMITTALS

A. Submit preliminary shop drawings, product data and samples in accordance with Section 01 33 00 for review and compliance with Contract Documents, for field dimensions and clearances, for relation to available space, and for relation to work of separate contracts. Revise and resubmit as required.

B. Submit Applications for Payment on A.I.A. Form G702 and G703 for review, and for transmittal to Architect/Engineer.

C. Submit requests for interpretation of Contract Documents, and obtain instructions through Architect/Engineer.

D. Process requests for substitutions, and change orders, through Administrator.

E. Deliver closeout submittals for review and preliminary inspection reports, for transmittal to Architect/Engineer.

1.7 COORDINATION DRAWINGS

A. Provide information required by technical sections for preparation of coordination drawings.

B. Review drawings prior to submission to Architect/Engineer.

1.8 CLOSEOUT PROCEDURES

A. Notify Administrator when Work is considered ready for Substantial Completion. Accompany Administrator on preliminary inspection to determine items to be listed for completion or correction in Contractor's notice of Substantial Completion.

B. Comply with Administrator's instructions to correct items of Work listed in executed Certificates of Substantial Completion and for access to Owner occupied areas.

C. Notify Administrator when Work is considered finally complete.

D. Comply with Administrator's instructions for completion of items of Work determined by the Architect/Engineer's final inspection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
PART 1 GENERAL

1.1 SECTION INCLUDES

A. Requirements and limitations for cutting and patching of Work.

1.2 RELATED SECTIONS

A. Section 01 10 00 - Summary of Work: Work by Owner or by separate contractors.

B. Section 01 33 00 – Submittals Procedures.

C. Section 01 60 00 - Materials and Equipment: Product Options and Substitutions.

D. Individual Product Specification Sections:
   1. Cutting and patching incidental to work of the Section.
   2. Advance notification to other Sections of openings required in work of those Sections.
   3. Limitations on cutting structural members.
   4. Each specification section of the Work shall be responsible for their own cutting and patching as it relates to their work. It shall be noted that this statement is a revised clarification to the statement made at the Pre-Bid Conference.

1.3 SUBMITTALS

A. Submit written request in advance of cutting or alteration which affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather-exposed or moisture-resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   5. Work of Owner or separate contractor.

B. Include in request:
   1. Identification of Project.
   2. Location and description of affected work.
   3. Necessity for cutting or alteration.
   4. Description of proposed work, and products to be used.
   5. Alternatives to cutting and patching.
   6. Effect on work of Owner or separate contractor.
   7. Written permission of affected separate contractor.
   8. Date and time work will be executed.

PART 2 PRODUCTS

2.1 MATERIALS

A. Primary Products: Those required for original installation.
B. Product Substitution: For any proposed change in materials, submit request for substitution under provisions of Section 01 60 00.

PART 3 EXECUTION

3.1 EXAMINATION

A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.

B. After uncovering existing work, inspect conditions affecting performance of work.

C. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

A. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.

B. Provide protection from elements for areas which may be exposed by uncovering work.

C. Maintain construction free of water.

3.3 CUTTING AND PATCHING

A. Execute cutting, fitting, and patching including excavation and fill to complete work.

B. Fit products together, to integrate with other work.

C. Uncover work to install ill-timed work.

D. Remove and replace defective or non-conforming work.

E. Remove samples of installed work for testing when requested.

F. Provide openings in the work for penetration of mechanical and electrical work.

3.4 PERFORMANCE

A. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.

B. Employ original installer to perform cutting and patching for weather exposed and moisture resistant elements, and sight-exposed surfaces.

C. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

D. Restore work with new products in accordance with requirements of Contract Documents.
E. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

F. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material to full thickness of the penetrated element.

G. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

END OF SECTION
PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities:
   1. Temporary electricity.
   2. Temporary lighting for construction purposes.
   3. Temporary ventilation.
   5. Temporary water service.
   6. Temporary sanitary facilities.

B. Construction Facilities:
   1. Field offices and sheds.
   2. Parking.
   3. Progress cleaning and waste removal.
   4. Project identification.
   5. Fire prevention facilities.

C. Temporary Controls:
   1. Barriers.
   2. Enclosures and fencing.
   4. Dust control.
   5. Noise control.
   6. Pest control.
   7. Pollution control.
   8. Rodent control.

D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY ELECTRICITY

A. Contractor shall provide a portable electric generator to provide electricity.

B. Provide power outlets, with branch wiring and distribution boxes located as required for construction operations. Provide flexible power cords as required for portable construction tools and equipment.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

Not Required.

1.4 TEMPORARY VENTILATION

Not Required.
1.5 COMMUNICATIONS
A. Provide, maintain, and pay for cell phone service for Contractor’s project manager and field superintendent at time of project mobilization.
B. Provide, maintain and install high speed internet service to allow email communications to site and superintendent at project mobilization.

1.6 TEMPORARY WATER SERVICE
A. Connect to existing water service as needed to maintain specified conditions for construction operations.
B. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.
C. Conserve water use. Owner reserves the right to change for excessive use.

1.7 TEMPORARY SANITARY FACILITIES
A. Contractor shall provide and maintain required facilities enclosures.

1.8 FIELD OFFICES AND SHEDS
A. NOT REQUIRED FOR THIS PROJECT

1.9 PARKING
A. Park in spaces as designated by Owner.
B. Coordinate heavy vehicles or construction equipment in parking areas. Patch and repair any damage created due to construction operations.
C. Maintenance:
   1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
   2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.
D. Removal, Repair:
   1. Remove temporary materials and construction when permanent paving is usable before at Substantial Completion.
   2. Remove underground work and compacted materials to depth of 2 feet; fill and grade site as specified.
   3. Repair permanent facilities damaged by use, to specified condition.

1.10 PROGRESS CLEANING AND WASTE REMOVAL
A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site.

E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

F. Clean all roadways as required.

1.11 PROJECT IDENTIFICATION

A. Refer to Section 00 90 00.

B. Project Identification Sign:
   1. One painted sign, 32 sq ft area, bottom 6 feet above ground.
   2. Content:
      a. Project number, title, logo and name of Owner as indicated on Contract Documents.
      b. Names and titles of authorities.
      c. Names and titles of Architect/Engineer and Consultants.
      d. Name of Prime Contractor.

C. Project Informational Signs:
   1. Painted informational signs of same colors and lettering as Project Identification sign, or standard products; size lettering for legibility at 100 feet distance.
   2. Provide sign at each field office, storage shed, and directional signs to direct traffic into and within site. Relocate as Work progress requires.
   3. Provide municipal traffic agency directional traffic signs to and within site.
   4. No other signs are allowed without Owner permission except those required by law.

D. Design sign and structure to withstand 60 miles/hr wind velocity.

E. Sign Painter: Experienced as professional sign painter for minimum three years.

F. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

G. Show content, layout, lettering, color, foundation, structure, sizes, and grades of members.

H. Sign Materials:
   2. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4 inches thick, standard large sizes to minimize joints.
   3. Rough Hardware: Galvanized.
4. Paint and Primers: Exterior quality, two coats; sign background of color as selected.

I. Installation:
1. Install project identification sign within 15 days after date fixed by Notice to Proceed.
2. Erect at designated location. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
3. Install sign surface plumb and level, with butt joints. Anchor securely.
4. Paint exposed surfaces of sign, supports, and framing.

J. Maintenance: Maintain signs and supports clean, repair deterioration and damage.

K. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.12 FIRE PREVENTION FACILITIES

A. Smoking is prohibited on school property. Violation is reason to dismiss construction personnel permanently from site.

B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

C. Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.
   1. Provide one fire extinguisher at each stair on each floor of buildings under construction and demolition.
   2. Provide minimum one fire extinguisher in every construction trailer and storage shed.

1.13 BARRIERS

A. Provide weatherproof barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide barricades and walkways required by authorities having jurisdiction for public rights-of-way.

C. Provide protection for plants designated to remain. Replace damaged plants.

D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.14 ENCLOSURES AND FENCING

A. Construction: Commercial grade chain link fence.

B. Provide 8 feet high fence around construction site; equip with vehicular and pedestrian gates with locks. Relocate fence sections and supports as required by Owner or authority having jurisdiction for duration of construction activities.
C. Exterior Enclosures:
   1. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.15 SECURITY

A. Security Program:
   1. Protect Work from theft, vandalism, and unauthorized entry.
   2. Initiate program at project mobilization.
   3. Maintain program throughout construction period until Owner acceptance precludes need for Contractor security.

B. Entry Control:
   1. Restrict entrance of persons and vehicles into Project site and existing facilities.
   2. Allow entrance only to authorized persons with proper identification.
   3. Maintain log of workers and visitors, make available to Owner on request.

C. Restrictions:
   1. Do not allow cameras on site or photographs taken except by written approval of Owner.

1.16 DUST CONTROL

A. Execute Work by methods to minimize raising dust from construction operations.

B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.17 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.18 PEST CONTROL

A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work and entering facility.

1.19 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.20 RODENT CONTROL

A. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
1.21 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, and prior to Substantial Completion inspection.

B. Remove underground installations to minimum depth of 2 feet or as indicated on Drawings.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
PART 1  GENERAL

1.1 RELATED DOCUMENTS

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

1.2 APPLICABLE PUBLICATIONS

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

B. Code of Federal Regulations (CFR):

C. Federal Standard (Fed. Std):
   1. 313A Material Safety Data Sheets, Preparation and the Submission of.

D. Maryland Standards:
   1. Maryland Occupational Safety and Health (MOSH) Supplement to OSHA.

1.3 WORK COVERED BY THIS SECTION

A. This section is applicable to all work.

B. A Site-Specific Safety and Health Plan is to be developed by the Contractor and shall be adhered to in the execution of the work. The Plan shall include an overview of procedures, reports and samples of forms and documents for the plan. The contractor shall provide a copy of his safety plan to the Construction Manager.

1.4 DEFINITION OF HAZARDOUS MATERIALS

A. Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910; and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCB’s), explosives, and radioactive material, but many include others. The most likely products to contain asbestos are sprayed-on fireproofing, insulation, boiler lagging, pipe covering and likely products to contain PCB’s are transformers, capacitors, voltage regulators, and oil switches.

1.5 QUALITY ASSURANCE

A. Safety Meeting: Representatives of the Contractor shall meet with the Owner and his/her representative(s) prior to the start of work under this contract for the purpose of reviewing the Contractor’s safety and health programs and discussing implementation of all safety and health
provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. If directed by the Owner, this meeting may be held in conjunction with other meetings which are scheduled to take place prior to start of work under this contract. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor’s principal on-site representative(s), the general superintendent and his/her safety representative(s) shall attend this meeting.

B. Compliance With Regulations: All work, including contact with and handling of hazardous materials, the disturbance or dismantling of structures containing hazardous materials and/or the disposal of hazardous materials shall comply with the applicable requirements of 29 CFR 1926/1910 and 40 CFR 761. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

C. Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Owner harmless for any action on his/her part or that of his/her employees or subcontractors, which results in illness, injury or death.

1.6 SUBMITTAL

A. Site-Specific Safety and Health Plan: The Contractor’s Safety and Health Plan is to be submitted for approval during the initial submittals for the project.

B. Accident Reporting: A copy of each accident report, which the Contractors or subcontractors submit to their insurance carriers, shall be forwarded to the Owner as soon as possible, but in no event later than seven (7) calendar days after the day the accident occurred.

C. Permits: If hazardous materials are disposed of off-site, submit copies of permits from applicable, Federal, state or municipal authorities and necessary certificates that the material has been disposed of as per regulations.

D. Other Submittals: If agreed to in writing at the safety meeting, other submittals shall be required. One such submittal which may be included is a plan of action for handling hazardous materials, which shall contain the following:

1. Number, type, and experience of employees to be used for the work
2. Description of how applicable safety and health regulations and standards are to be met.
3. Type of protective equipment and work procedures to be used
4. Emergency procedures for accidental spills or exposures
5. Procedures for disposing of or storing the toxic/hazardous materials
6. Identification of possible hazards, problems, and proposed control mechanisms
7. Protection of public or others not related to the operation
8. Interfacing and control of subcontractors, if any
9. Identifications of any required analyses, test demonstrations, and validation requirements.
10. Method of certification for compliance
PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with the applicable regulations.

PART 3 EXECUTION

3.1 GENERAL

A. Material Safety Data Sheets: Material Safety Data Sheets (MSDS) shall be kept on file in the Contractor’s Field Office, and made available for review when required.

3.2 SAFETY AND HEALTH PLAN

A. Site-Specific Safety and Health Plan: Post copies of the plan in conspicuous location so that all personnel may be made aware of the safety procedures at all times.

3.3 STOP WORK ORDERS

A. When the Contractors or his/her subcontractors are notified by the Owner/Architect/Engineer of any noncompliance with the provisions of the contract and the action(s) to be taken, the Contractor shall immediately, if so directed, or within 48 hours after receipt of a notice of violation correct the unsafe or unhealthy condition. If the Contractor fails to comply promptly, all or any part of the work being performed may be stopped by the Owner/Architect with a “Stop Work Order”. When, in the opinion of the Owner/Architect, satisfactory corrective action has been taken to correct the unsafe and unhealthy condition, a start order will be given immediately. The Contractor shall not be allowed any extension of time or compensation for damages by reason of or in connection with such work stoppage.

3.4 PROTECTION

A. The Contractor shall take all necessary precautions to prevent injury to the public, or damage to property of others. For the purposes of this contract, the public shall include all persons not employed by the Prime Contractor’s or a subcontractor working under his/her direction.

B. Storing, positioning or use of equipment, tools, materials, scraps, and trash in a manner likely to present a hazard to the public by its accidental shifting, ignition, or other hazardous qualities is prohibited.

C. Public Thoroughfare: When work is to be performed over a public thoroughfare such as a sidewalk, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screen or barricades. When the exposure to heavy falling objects exists, as during the erection of building walls, special protection of the type detailed in 29 CFR 1910/1926 shall be provided.

D. Fences and barricades shall be removed upon completion of the project, in accordance with local ordinance and to the satisfaction of the General Contractor.

END OF SECTION
PART 1  GENERAL

1.1  SECTION INCLUDES

A.  Products.

B.  Product delivery requirements.

C.  Product storage and handling requirements.

D.  Product options.

E.  Product substitution procedures.

1.2  PRODUCTS

A.  Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.

1.3  PRODUCT DELIVERY REQUIREMENTS

A.  Transport and handle products in accordance with manufacturer's instructions.

B.  Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

C.  Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4  PRODUCT STORAGE AND HANDLING REQUIREMENTS

A.  Store and protect products in accordance with manufacturers' instructions.

B.  Store with seals and labels intact and legible.

C.  Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

D.  For exterior storage of fabricated products, place on sloped supports above ground.

E.  Provide bonded off-site storage and protection when site does not permit on-site storage or protection. Off-site storage must be located within the State of Maryland.

F.  Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

G.  Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: products of one of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

A. If the specification has listed three (3) or more product lines, substitutions will not be considered. Where less than three (3) manufacturers or products are listed in the Specifications, or the specification lists “Approved Equal” as an acceptable product, the burden of proof of equivalency rests with the Contractor and evidence shall be submitted to the Architect and approved by Architect with final approval to be determined by the Owner. Criteria includes but is not limited to performance, materials, craftsmanship, quality control, certification procedures or requirements, warranty, installation procedures, etc..

B. Any proposed substitution, or proposed equal product, must be submitted to the Architect for review, 10 days prior to the bid date. After the receipt of bids and award of the Contract, the Owner and Architect are under no obligation to review or approve requests for substitution or equal products that were not specifically mentioned in the Specifications. The Owner reserves the right to request a substitution at any time in the project.

C. Substitutions may be considered during construction when a product becomes unavailable through no fault of Contractor at no additional cost to the Owner.

D. During construction, substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without prior separate written request, or approval, or when acceptance will require revision to Contract Documents.

E. Substitution Submittal Procedure:
   1. Submit request for Substitution for consideration electronically in pdf. format. Limit each request to one proposed Substitution.
   2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
   3. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.
   4. If a substitution is found acceptable, the Contractor shall be responsible for coordination among the trades. Any redesign by the Architect/Engineer required by...
the accepted substitution, will be completed on a time and material basis with the cost submitted to the Owner and credited to the Owner-Contractor contract sum.

F. If a substitution is requested during construction, and the original specified product is available, the Owner/Architect/Engineer may request the Contractor to submit substantiating purchase cost data for review.
1. If it is found that the Contractor is in receipt of a savings to his contract by the substituted product, the Owner/Architect/Engineer may request that the credit be passed through to the Owner and credited to the Owner-Contractor contract sum.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
REQUEST FOR SUBSTITUTION

DATE OF REQUEST: ___________________________________________________________

PROJECT: GCBOE: Southern Middle School – Sewer Line Replacement

CONTRACTOR: _______________________________________________________________

TELEPHONE NO: _____________________________________________________________

FACSIMILE NO: _______________________________________________________________

CONTACT: _________________________________________________________________

CONTRACT PACKAGE: _______________________________________________________

1. Item for which substitution is being requested:

________________________________________________________________________

2. Reference Specification Section: ____________________________________________

________________________________________________________________________

3. Reference Drawing: _______________________________________________________

________________________________________________________________________

4. Reason for Substitution Request:

________________________________________________________________________

5. Product Comparison:

Submit three copies of shop drawing, product data, color samples, utility requirements and certified test results attesting to the proposed product equivalence.

a. ______ Data substantiating compliance of proposed substitution with contract documents.
b. ______ Product identification, manufacturer’s name, address and telephone number.
c. ______ Manufacturer’s literature, warranty.
d. ______ Full color selection, showing colors Architect may select without additional cost.
e. ______ Samples
f. ______ Warranty
g. ______ References of product use.
h. ______ Itemized comparison of proposed substitution with product or method specified. Highlight all differences from specified item.
i. ______ All items listed Section 01 60 00-1.6.
j. ______ Cover letter stating benefits or equality of substitution and reason for substitution request.

6. If request is being submitted after the receipt of bids, attach price quotations of specified product and substituted products.

END OF SECTION
PART 1  GENERAL

1.1  SECTION INCLUDES

A. Closeout procedures.
B. Final cleaning.
C. Demonstration and instructions.
D. Protecting installed construction.
E. Project record documents.
F. Operation and maintenance data.
G. Manual for materials and finishes.
H. Spare parts and maintenance products.
I. Product warranties and product bonds.

1.2  CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected by the Contractor and governing agencies, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer’s review.
   1. The contractor shall then request in writing a “closeout inspection” by the Owner/Architect and Consultants.
   2. Prior to the start of the closeout inspection, the Contractor shall have performed final cleaning of the area in accordance with Article 1.3 of this section.
   3. Upon completion of the closeout inspection, the Owner/Architect/Engineer shall compile their findings and comments into one (1) document and submit it to the Contractor for corrective work.
      a. If all parties are in agreement, this closeout inspection shall constitute “substantial completion” to that portion of building or site inspected.
      b. If the area inspected is found unacceptable by the Owner/Architect/Engineer, reinspection fees will be charged to the Contractor on a time and material basis.

B. Provide submittals to Owner/Architect/Engineer required by authorities having jurisdiction.

C. Submit Final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
   1. Final application shall only include the outstanding retainage amount. Prior application shall have been submitted for completion of the work at 100% for all identified line items.

1.3  FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces remove dust from all surfaces, vacuum carpeted and soft surfaces.
C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
D. Replace filters of operating equipment.
E. Clean debris from roofs, gutters, downspouts, and drainage systems.
F. Clean site; sweep paved areas, rake clean landscaped surfaces.
G. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
B. Demonstrate Project equipment and instruct in classroom environment located at site and instructed by qualified manufacturer's representative who is knowledgeable about the Project.
C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six (6) months.
D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment designated location.
F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
G. Required instruction time for each item of equipment and system is specified in individual sections.
H. Each demonstration shall be digitally filmed by a professional camera crew.
   1. The filmed demonstration shall be professionally edited with titles, subtitles and sound in a manner that clearly illustrates the operation and maintenance of the equipment or systems being demonstrated.
   2. Each piece of equipment or systems that has been filmed shall be submitted on a DVD format that can be operated by the Owner’s standard equipment.
   3. Separate DVD's shall be provided for each piece of equipment or system demonstrated with title of demonstration, date of demonstration, name of facility, name of Owner, General Contractor, Subcontractor, Equipment or System Manufacturer, Model Number of Equipment or System, Name of Consultant and Architect.
   4. Provide six (6) copies of each DVD in a case or in an indexed “D” ring binder labeled in accordance to Article 1.7.
   5. Listing of Demonstrations:

1.5 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual specification sections.
B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

F. Prohibit traffic from landscaped areas.

1.6 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed Shop Drawings, Product Data, and Samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.
   7. Contractor Request for Information (RFI) and Architectural Supplemental Instructions (ASI).

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish first floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   4. Field changes of dimension and detail.
   5. Details not on original Contract drawings.

G. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.7 OPERATION AND MAINTENANCE DATA

A. Submit data bound in 8-1/2 x 11 inch text pages, three D side ring, 3 inch binders with durable clear view plastic cloth covers. All binders shall be the same color. Provide copy in electronic format (pdf.) on CD or thumb drive.

B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
   1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
   2. Part 2: Operation and maintenance instructions arranged by specification division and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
      a. Significant design criteria.
      b. List of equipment.
      c. Parts list for each component.
      d. Operating instructions.
      e. Maintenance instructions for equipment and systems.
      f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
   3. Part 3: Project documents and certificates, including the following:
      a. Shop drawings and product data.
      b. Air and water balance reports.
      c. Certificates.
      d. Originals of warranties and bonds

F. Submit one (1) copy for Architect/Engineer review prior to closeout inspection.
   1. Upon completion of review by the Architect/Engineer, the copy shall be returned to the Contractor for corrections.

G. Upon completion of corrections, the Contractor shall submit three (3) final copies of the Operation and Maintenance Data to the Architect/Engineer.

1.8 MANUAL FOR MATERIALS AND FINISHES

A. Submit preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit of completed volumes 15 calendar days prior to substantial inspection. Draft copy be reviewed and returned after inspection, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.

D. Submit three (3) sets of revised final volumes in final form within 10 days after final completion with electronic version on CD or thumb drive.

E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.

F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

H. Additional Requirements: As specified in individual product specification sections.

I. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.9 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.

B. Deliver to and place in location as directed by Owner; obtain receipt prior to final payment.

1.10 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Per Section 01 74 00 – Warranties and Bonds.

B. Obtain warranties and bonds executed in triplicate by responsible subcontractors, suppliers, and manufacturers, within ten (10) calendar days after completion of applicable item of work.

C. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.

D. Verify documents are in proper form, contain full information, and are notarized.

E. Submit prior to final Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
PART 1  GENERAL

1.1  SECTION INCLUDES

A.  Preparation and submittal.

B.  Time and schedule of submittals.

1.2  RELATED SECTIONS

A.  Section 00 02 00 - Invitation to Bid - Instructions to Bidders: Bid Bonds.

B.  Section 00 30 00 - General Conditions: Performance Bond and Labor and Material Payment Bonds, Warranty, and Correction of Work.

C.  Section 01 73 00 - Execution Requirements: Contract closeout procedures.

D.  Individual Specifications Sections: Warranties required for specific products or Work.

1.3  FORM OF SUBMITTALS

A.  Bind in commercial quality, 8-1/2 x 11 inch three “D”-ring ‘clear-vue’ binders with hardback, cleanable, and transparent plastic covers and side binder. Provide electronic version in pdf. format on CD or USB formatted thumb drive.

B.  Label cover and side of each binder with typed or printed title WARRANTIES AND BONDS, with title and date of Project; name, project number; address and telephone number of Contractor; and name of Architect.

C.  Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification Section in which specified, and the name of the product or work item.

D.  Directory: Provide a directory which indicates names, addresses and telephone/fax numbers of Owners, Consultants, General Contractors, Subcontractors, and Major Suppliers. Include name of contact person for each entry.

E.  Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Sub-contractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal. Include information regarding maintenance and operations of equipment and or materials as may be required by the specifications or manufacturer.

1.4  PREPARATION OF SUBMITTALS

A.  Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item or work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.
B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

1.5 TIME OF SUBMITTALS

A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten (10) days after acceptance.

B. Provide draft copy of warranties and bonds for review by consultant no later than time of 50% project completion.

C. Make other submittals within ten (10) days prior to closeout inspection and prior to final Application for Payment.

D. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
DIVISION 31

EARTHWORK
PART 1 GENERAL

1.1 SECTION INCLUDES
A. Excavate trenches for utilities as indicated on the plans from building to municipal utilities.
B. Compacted bedding under fill over utilities to subgrade elevations.
C. Backfilling and compaction requirements.
D. Compliance with utility specifications.

1.2 RELATED SECTIONS
A. Section 01 33 00 – Submittal Procedures
B. Section 01 40 00 – Quality Requirements
C. Section 01 45 16 – Field Quality Control Procedures
D. Section 01 73 00 – Execution Requirements
E. Section 31 25 00 – Sediment and Erosion Control
F. Section 31 50 00 – Excavation Support
G. Section 32 92 19 – Seeding

1.3 REFERENCES
B. ANSI/ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.

1.4 SUBMITTALS
A. Submit under provision of Section 01 33 00.
B. Samples: Submit 40-50 lb sample of each type of fill to testing laboratory, in air-tight containers at least fourteen (14) days prior to the start of construction.

1.5 FIELD MEASUREMENTS
A. Verify that survey benchmark and intended elevations for the Work are as shown on Drawings.
1.6 PROTECTION

A. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation.

B. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases.

C. Notify Architect/Engineer of unexpected subsurface conditions and discontinue work in affected area until notification to resume work.

D. Protect bottom of excavations and soil adjacent to and beneath foundations from frost.

E. Grade excavation top perimeter to prevent surface water run-off into excavation.

PART 2 PRODUCTS

2.1 CLASSIFICATION OF EXCAVATION

A. All excavation required shall be UNCLASSIFIED as defined in Section 31 23 16 – Excavation.

2.2 FILL MATERIALS

A. Types A, B, C, Subsoil and Concrete materials as specified in Section 31 23 16 – Excavation.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify fill materials to be reused, is acceptable.

3.2 PREPARATION

A. Identify required lines, levels, contours and datum.

B. Maintain and protect existing utilities remaining, which pass through work area.

C. Protect plant life, lawns, and other features remaining as a portion of final landscaping.

D. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavation equipment and vehicular traffic.

E. Protect above and below grade utilities which are to remain.

F. Cut out soft areas of subgrade not capable of insitu compaction in their natural and present state. Backfill with Type C fill as specified in Section 31 23 16 and compact to density equal to or greater than requirements for subsequent backfill material.
3.3 EXCAVATION

A. Excavate subsoil required for utility piping to municipal utilities requirements or as detailed.
B. Cut trenches sufficiently wide to enable installation of utilities and allow inspection. Minimum clearance shall be 6 inches on each side of pipe or conduit.
C. Excavation shall not interfere with normal 30 degree bearing splay of foundations.
D. Hand trim excavation. Hand trim for bell and spigot pipe joints, if required. Remove loose matter.
E. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd, measured by volume.
F. Correct unauthorized excavation at no cost to Owner.
G. Correct areas over-excavated by error in accordance with Section 01 23- 16 at no additional cost to the Owner.
H. Stockpile excavated material in area designated on site and remove excess material not being re-used from site at no expense to the Owner.

3.4 BEDDING

A. Support pipe or conduit during placement and compaction of bedding fill.

3.5 BACKFILLING

A. Backfill trenches to contours and elevations with unfrozen materials.
B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
C. Bedding Fill: Place and compact materials in continuous layers not exceeding 4 inches loose lifts when compacted by hand-operated or light compaction equipment.
D. Approved Subsoil Fill: Place and compact material in continuous layers not exceeding 4 inches loose lifts when compacted by hand-operated or light compaction equipment.
E. Employ a placement method that does not disturb or damage foundation perimeter drainage or conduit in trench.
F. Maintain optimum moisture content of backfill materials to attain required compaction density.
G. Remove surplus backfill materials from site at no additional cost to Owner.
H. Leave fill material stockpile areas completely free of excess fill materials.

3.6 TOLERANCES

A. Top Surface of Backfilling: Under Paved Areas Plus or minus one inch from required elevations.
B. Top Surface of General Backfilling: Plus or minus one inch from required elevations.

3.7 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of Section 01 45 16.

B. Tests and analysis of fill material will be performed in accordance with ANSI/ASTM D2487 and with Section 01 40 00.

C. Compaction testing will be performed in accordance with ANSI/ASTM D1556 and ANSI/ASTM D1557 and Section 01 40 00.

D. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.

E. Frequency of Tests: Minimum one (1) test every 25 lineal feet of trench, each layer, or as may be determined by Owner.

3.8 PROTECTION OF FINISHED WORK

A. Protect finished Work under provisions of Section 01 73 00.

B. Recompact fills subjected to vehicular traffic.

3.9 SCHEDULE

A. Water, Gas, and Sanitary Piping:
   1. Bedding Fill: Type B (Structural Fill) or as required by the local authority’s Construction Specifications and all addenda, compacted to 95 percent. Minimum depth 6 inches above top of pipe.
   2. Cover with Type B (Structural Fill), in 8 inch lifts, compacted to 100 percent.

B. Power Ducts
   1. Bedding fill of Type C (Select Fill), in 8 inch lifts, compacted to 100 percent.
   2. Remaining fill of Type C (Select Fill), to subgrade elevation, compacted to 100 percent.

C. Storm Drain
   1. Wherever rock is encountered, it shall be removed and replaced with a minimum 8 in. (200 mm) of select backfill to provide a constant cushion under the pipe or bell. When unsuitable foundation material is encountered, it shall be removed and replaced with selected backfill for the full width of the trench, as directed by the Engineer.
   2. Culverts 48 in. (1220 mm) or more in nominal horizontal diameter shall be bedded in an approved foundation shaped by means of a template which will support the pipe for at least 10 percent of its overall height.
D. General Utility Information

1. All underground utility trenches shall be backfilled as specified and shall have a warning tape at depth as detailed or as by the Owner.

2. All plastic underground utilities shall in addition have a detection wire installed at trench depth indicated or as directed by the Owner.

END OF SECTION
PART 1 - GENERAL

1.1 DESCRIPTION

A. Furnish all labor, materials, equipment and incidentals required and perform all soil erosion and sedimentation control work as shown on the Drawings and as specified herein. The work is more fully described and detailed in the Sediment and Erosion Control Plan (SEC) prepared for this project as indicated on the Drawings.

B. Dust control is addressed for demolition and crushing of Reclaimed concrete Material

1.2 RELATED SECTIONS

A. Section 01 33 00 – Submittals Procedures

B. Section 01 40 00 - Quality Requirements

C. Section 01 45 16 – Field Quality Control Procedures

D. Section 01 73 00 – Execution Requirements

E. Section 31 23 17 – Trenching

F. Section 31 50 00 - Excavation Support

G. Section 32 92 19 – Seeding

H. Section 33 31 00 - Sanitary

1.3 SUBMITTALS

A. Furnish certificates from the manufacturers of matting for erosion control and fabric for silt barrier fencing that their products meet the requirements of these Specifications.

B. Erosion Control Matting

C. Sediment and Erosion Control aggregates

D. Submit Plan for Dust Control to local Soil Conservation District for review and approval prior to beginning demolition of the building envelope or site items. Narrative shall describe methods to be used to prevent dust from wind erosion as well as demolition and crushing processes.

1.4 QUALITY ASSURANCE

A. Reference Publications:

B. Reference Standards:
1. American Society for Testing and Materials:
   a. ASTM C97; Standard Test Methods for Absorption and Bulk Specific Gravity of Dimension Stone.
   b. ASTM D751; Standard Test Methods for Coated Fabrics.
   c. ASTM D1682; Standard Test Methods for Breaking Load and Elongation of Textile Fabrics.
   d. ASTM D1117; Nonwoven Fabrics, Methods of Testing.

PART 2 - PRODUCTS

2.1 All Products shall be in accordance with the 2011 SSSESC.

PART 3 - EXECUTION

3.1 INSTALLATION
   A. All installation shall be conducted in accordance with the 2011 SSSESC.

3.2 MAINTENANCE
   A. Maintenance operations shall begin immediately and shall continue throughout the construction period until the Contract has been completed. The sediment control structures shall be inspected and repaired after each storm.
   B. Should the MDE Inspector, Owner or Engineer direct the contractor to modify, add or replace any temporary measures for erosion and sediment control, it shall be at the sole cost to the Contractor.
   C. Any fines or penalties resulting from the improper installation or maintenance of temporary measures shall be borne solely by the Contractor.

3.3 SOIL EROSION AND SEDIMENTATION PLAN
   A. An approved Erosion and Sedimentation Control Plan is shown on the Drawings. Should the Contractor desire to modify any part of the Plan, he shall be responsible for obtaining all necessary approvals therefore, prior to implementing any provisions thereof, all at no additional cost to the Owner.
   B. The Contractor will assume all responsibility and liability for Erosion and Sediment Control at the start of the project. The Owner will transfer the MDE Notice of Intent and associated permitting with all of its requirements to the Contractor.
C. After project is complete, the Contractor will transfer NPDES and associated permitting to the Owner.

3.4 DUST CONTROL

A. Refer to Maryland Department of the Environment, 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control. (2011 SSSESC), Section H-5 Standards and Specifications for Dust Control

B. Mulches: See Section B-4-2 Soil Preparation, Topsoiling, and Soil Amendments, Section B-4-3

C. Seeding and Mulching, and Section B-4-4 Temporary Stabilization. Mulch must be anchored to prevent blowing.

D. Vegetative Cover: See Section B-4-4 Temporary Stabilization.

E. Tillage: Till to roughen surface and bring clods to the surface. Begin plowing on windward side of site. Chisel-type plows spaced about 12 inches apart, spring-toothed harrows, and similar plows are examples of equipment that may produce the desired effect.

F. Irrigation: Sprinkle site with water until the surface is moist. Repeat as needed. The site must not be irrigated to the point that runoff occurs.

G. Barriers: Solid board fences, silt fences, snow fences, burlap fences, straw bales, and similar material can be used to control air currents and soil blowing.

H. Chemical Treatment: Use of chemical treatment requires approval by the appropriate plan review authority.

I. After completion of demolition, Contractor shall stabilize stockpiles so that dust is not produced. Duration of stabilization is expected to be 18 months after contract is substantially complete.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Related Sections include the following:
1. Section 31 23 17 – Trenching
2. Section 31 25 00 – Excavation Support
3. Section 31 25 00 – Sediment and Erosion Control
4. Section 33 31 00 - Sanitary

1.2 SUMMARY

A. This Section includes temporary excavation support and protection systems.

1.3 PERFORMANCE REQUIREMENTS

A. Design, furnish, install, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting soil and hydrostatic pressure and superimposed and construction loads.

1.  Provide professional engineering services needed to assume engineering responsibility, including preparation of Shop Drawings and a comprehensive engineering analysis by a qualified professional engineer.

2. Prevent surface water from entering excavations by grading, dikes, or other means.

3. Install excavation support and protection systems without damaging existing buildings, pavements, and other improvements adjacent to excavation.

1.4 SUBMITTALS

A. Shop Drawings for Information: Prepared by or under the supervision of a qualified professional engineer for excavation support and protection systems.

1. Include Shop Drawings signed and sealed by the qualified professional engineer responsible for their preparation.

B. Qualification Data: For Installer and professional engineer.

C. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by the absence of, the installation of, or the performance of excavation support and protection systems.

1.5 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.

B. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses.
conducted by geotechnical engineer. Owner will not be responsible for interpretations or conclusions drawn from this data.
1. The geotechnical report is included elsewhere in the Project Manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.
1. Shore, support, and protect utilities encountered.

B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Contractor shall present to the Owner a maintenance-of-traffic plan and shall provide periodic updates as necessary. In the event that access roads or other entries are closed or otherwise blocked, then the Contractor shall also notify the Local Fire Department and Civil Defense.

C. Locate excavation support and protection systems clear of permanent construction so that forming and finishing of concrete surfaces is not impeded.

D. Monitor excavation support and protection systems daily during excavation progress and for as long as excavation remains open. Promptly correct bulges, breakage, or other evidence of movement to ensure that excavation support and protection systems remain stable.
1. Promptly repair damages to adjacent facilities caused by installing excavation support and protection systems.

3.2 REMOVAL AND REPAIRS

A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and bear soil and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils or damaging structures, pavements, facilities, and utilities.
1. Remove excavation support and protection systems to a minimum depth of 60 inches below overlying construction and abandon remainder.
2. Repair or replace, as approved by Engineer, adjacent work damaged or displaced by removing excavation support and protection systems.

END OF SECTION
DIVISION 32

EXTERIOR IMPROVEMENTS

BUSHEY FEIGHT MORIN ARCHITECTS INC.
473 NORTH POTOMAC STREET
HAGERSTOWN, MARYLAND 21740
301-733-5600    FAX: 301-733-5612
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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


D. Related Sections: The following sections contain requirements that relate to this section:
   1. Section 01 29 00 – Price and Payment Procedures
   2. Section 01 33 00 – Submittals Procedures
   3. Section 01 40 00 – Quality Requirements
   4. Section 01 45 16 – Field Quality Control Procedures
   5. Section 31 25 00 – Sediment and Erosion Control

1.2 SUMMARY

A. This Section includes the following:
   1. Hot mix asphalt paving.
   2. Pavement marking paint.

1.3 QUALITY CONTROL

A. At least 30 days prior to the placement of any HMA pavement, the Contractor shall submit in writing a plant Quality Control Plan to the Team Leader of the Asphalt Team and a field Quality Control Plan to the Engineer for approval. The Quality Control Plans shall contain a statistically based procedure of random sampling and shall show how the Contractor proposes to control the equipment, materials, production and paving operations to ensure conformance with these Specifications. A master plant Quality Control Plan may be submitted for this prior approval. If a master plant quality control plan is submitted and approved, an addendum shall be submitted for each specific Contract. The plan shall contain production plants, location of plants with respect to the project site, personnel qualifications, inspection and record keeping methods, and minimum frequencies of sampling and testing as specified in MSMT 730, Table 3. The plan shall also detail when and how corrective action will be taken for unsatisfactory construction practices and deviations from the material Specifications. Additionally, the plan shall include a Quality Control Plan for the plant which addresses all elements necessary for quality control.

B. The Quality Control Plan shall designate a Plan Administrator. The Plan Administrator shall have full authority to institute any action necessary for the successful operation of the Plan. The Plan Administrator may supervise the Quality Control Plan on more than one project if that person can be in contact with the job site within one hour after being notified of a problem.

C. The Quality Control Plan shall also designate a Certified Plant Control Technician, Field Control Technician and Certified Materials Tester, if used, as specified in MSMT 731.
D. The Contractor shall maintain complete records of sampling, testing, actions taken to correct problems and quality control inspection results and shall make them available to the Engineer upon request. Copies of the reports shall be provided when requested by the Engineer. Linear control charts shall be maintained by the Contractor. Control charts shall be maintained in the Quality Control laboratory in a manner satisfactory to the Engineer and shall be current. As a minimum, the control charts shall identify the mix design number, each test result and the upper and lower specification limits applicable to each test.

E. The Owner will provide acceptance by:
1. Conducting independent verification sampling and testing separate from the Contractor/producer.
2. Periodically observing tests performed by the producer.
3. Monitoring required control charts.
4. Directing the producer to take additional samples at any time and location.
5. Monitoring the Contractor's conformance with the Quality Control Plan.
6. Evaluating quality control sampling and testing by an independent assurance program.
7. The Contractor shall protect the pavement against damage from all causes. Any part of the pavement that is damaged shall be repaired or replaced by the Contractor at no additional cost to the Owner.

F. Density testing shall be performed before allowing traffic or construction equipment on the in place material and before placement of the next layer.
1. A lot shall not exceed 1000 tons. A sublot shall not exceed 200 tons. Five consecutive 200 ton sublots shall equal one lot. A lot may contain only one sublot that is less than 200 tons. On any paving day when production does not end in a multiple of 1000 tons, the remaining fraction shall be considered another lot.
2. A paving day shall begin with a new lot and sublots. Control strips shall be divided into five equal sublots. On Contracts requiring less than 500 tons of HMA or when HMA is used in nontraffic areas or on bridge decks, acceptance will be determined by the use of a thin layer nuclear density gauge, when tested in conformance with the manufacturer’s recommendations. When the HMA courses are compacted to 1 in. or less, a control strip shall be constructed on the first day of paving. Readings shall be taken with a thin layer nuclear density gauge to determine roller patterns and the number of coverages to obtain optimum density. Optimum density is defined as when the average density does not change by more than 1.0 percent between successive coverages of a 400 to 500 ft area. This optimum density shall be used to determine HMA acceptance after approval by the Engineer. Any lot average 2.0 percent or more below optimum density shall require a new control strip be constructed and tested before paving continues.

G. The Contractor may use the core or the combined nuclear/core method of testing on Contracts requiring 500 tons or more. The Contractor shall secure samples and perform tests as follows:
1. Core Method: When the core method is used, the Contractor shall take samples as specified in MSMT 451, Method B, for each sublot of material placed. Core sample locations will be randomly determined by the Engineer in conformance with MSMT 418.
   a. Two core samples shall be taken from each sublot no later than the next day after compaction. The size diameter cores shall be 4 or 6 in. cores for 9.5 mm, 12.5 mm, and 19.0 mm mixes; and 6 in. cores for 25.0 mm and 37.5 mm mixes.
   b. These cores shall represent the day's production and shall be taken prior to placement of the next layer.
   c. Core samples shall be tested in conformance with MSMT 452. The specific gravity of the samples shall be expressed as a percentage of the maximum specific gravity determined for each lot of material. The in place density of each mixture in each lot shall be 92.0 to 97.0 percent. The two core results from each sublot shall be averaged.
and compliance will be determined on the basis of all sublots tested for each material. Results shall be made available by the Contractor no later than the following work day.

2. Nuclear/Core Method. The nuclear gauge shall be calibrated in conformance with MSMT 417. A daily validation and standard count shall be performed as specified in the manufacturer's recommendations. A log of these validations and counts shall be with the gauge at all times.
   a. Two one-minute special calibration nuclear tests shall be conducted on each sublot as specified in MSMT 418 no later than the next work day after compaction. A special calibration nuclear test is defined as an average of a minimum of two special calibration readings taken at the same location after rotating the gauge 180 degrees. Two tests per sublot; a minimum of four readings (2 tests X 2 readings/test = 4) shall be taken. Likewise, a 1000 ton lot shall have a minimum of 20 readings (5 sublots X 2 tests/sublot X 2 readings/test = 20). The results of the two nuclear tests in each sublot shall be averaged and conformance will be determined on the basis of all sublots tested for each material.
   b. Three cores for each lot of material shall be sampled; one at each of three different nuclear test locations determined by the Engineer. The average of the three core results and the average of the three corresponding nuclear tests shall be within 3.0 lb/ft³. When the difference between nuclear test results and core test results is greater than 3.0 lb/ft³, the Contractor shall use the core method of testing.
   c. The Contractor may return to the nuclear/core method of testing when all calibration criteria are met. If the Contractor's nuclear test results again fail to conform to the 3.0 lb/ft³ maximum requirement, the core method of density determination shall be used for the remainder of the project.

PART 2 - PRODUCTS

2.1 AGGREGATE BASE COURSE

A. The following are referenced to “Standard Specifications for Construction and Materials” dated June 2008.
1. Graded Aggregate for Base Course 901.01
2. Bank Run Gravel for Base Course 901.01
3. Sand Aggregate Base Course
4. Coarse Aggregate 901.01, Size No. 57
5. Fine Aggregate 916.01.01
6. Portland Cement 902 Type I or IA
7. Emulsified Asphalt 904.03
8. Production Plant 915
9. Water 921.01
10. Moisture and Dust Control Agents 921.02

2.2 HOT MIX ASPHALT PAVING

A. The following are referenced to “Standard Specifications for Construction and Materials” dated June 2008.
1. Performance Graded Asphalt Binders 904.02
2. Tack Coat 904.03
3. Hot Mix Asphalt Mixes 904.04
4. Crack Filler 911.01
5. Production Plant 915
2.3 PAVEMENT MARKINGS

A. General Line Striping

1. NONTOXIC LEAD FREE WATERBORNE PAVEMENT MARKINGS  Materials shall be a ready-mixed, pigmented binder emulsified in water and capable of anchoring reflective beads that are applied separately. The paint shall not contain any hazardous material listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1.

2. Viscosity. Viscosity shall be 80 ± 10 KU when tested in conformance with D 562 at 77 F.

3. Directional Reflectance. Directional reflectance when determined without beads, shall be a minimum of 80 percent for white and 50 percent for yellow when tested in conformance with E 97.

   a. Production. The color of the dry paint film of the production sample shall essentially match Federal Standard 595, color chips Nos. 37886 (white) or 33538 (yellow), when compared instrumentally.
   b. Control. Control sample color matching determinations will be made using a color machine and the C.I.E. Chromaticity Coordinate Color Matching System under light source Illuminate C, with the following tolerances permitted between the standard chip and the dry paint film sample:

<table>
<thead>
<tr>
<th></th>
<th>WHITE Color No. 37886</th>
<th>YELLOW Color No. 33538</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td>Y</td>
</tr>
<tr>
<td>Standard Chip</td>
<td>0.32</td>
<td>0.33</td>
</tr>
<tr>
<td>Delta Tolerance</td>
<td>± 0.02</td>
<td>± 0.02</td>
</tr>
</tbody>
</table>

c. Dry Opacity. Dry opacity shall have a minimum contrast ratio of 0.98 when tested in conformance with Federal Test Method 4121, Procedure B using a 0.015 in. Bird Applicator or 0.030 Doctor Blade.

d. Bleeding Ratio. Bleeding ratio shall be a minimum of 0.95 when tested in conformance with Federal Specification TT-P-85, Modified. The asphalt saturated felt shall conform to Federal Specification HH-R-590 or HH-R-595.

e. Flexibility. The pigmented binder shall not display cracking or flaking when subjected to the flexibility test of TT-P-85, with the exception that the panels shall be 35 to 31 gauge (0.0078 to 0.0112 in.) tin plate approximately 3 x 6 in. The tin plates shall be lightly buffed with steel wool and thoroughly cleaned with solvent and dried before being used for the test.

f. Total Solids. Total solids shall be a minimum of 70 percent by weight when tested in conformance with Federal Test Method 4041.1, Volatile and Nonvolatile Content (ordinary lab oven).

g. Settling Rate. Settlement rating shall not be less than 8 when tested in conformance with D 869 and D 1309.

h. Weight per Gallon. The weight per gallon shall be within ± 0.3 lb/gal of the sample of the material that was tested on the National Transportation Product Evaluation Program (NTPEP) North Test Deck.

5. Prequalification. Paint manufacturers desiring to have their paint formulations approved for application on the Administration’s roadways shall have their formulations evaluated on the NTPEP North Test Deck for pavement marking materials. Only those formulations that are listed will be considered candidates for selection.
B. Directional Arrows and Cross Walks
   1. **HEAT APPLIED PERMANENT PREFORMED THERMOPLASTIC PAVEMENT MARKING MATERIAL.** The material shall be highly durable retroreflective polymeric materials designed for use as transverse lines, numbers, legends, symbols and arrow markings subjected to high traffic volumes and severe wear conditions such as shear action from crossover or encroachment.
   2. The applied material shall adhere to hot mix asphalt (HMA), open-grade friction courses (OGFC), stone matrix asphalt (SMA), portland cement concrete (PCC), and any existing pavement markings when applied using normal heat from a propane fueled heat gun in conformance with manufacturer’s recommendations.
   3. The applied material shall be capable of conforming to pavement contours, breaks and faults, shall not be affected by weather conditions, and shall remain in place on pavement surfaces without being displaced by traffic.
   4. The material shall have a minimum shelf life of one year.
   5. The material shall conform to the requirements of the MUTCD and the following:
      a. Composition. The material shall consist of polymeric materials, pigments, binders and glass beads distributed throughout the entire cross-sectional area. The thermoplastic material shall conform to M 249 with the exception of the relevant differences for the material being supplied in the preformed state.
      b. Restrictions. The combined total of lead, cadmium, mercury and hexavalent chromium shall not exceed 100 ppm when tested by X-ray diffraction, ICP, or comparable method capable of this level of detection. Nonleachable lead based pigments will not be permitted. Diarylide type pigments shall only be used when the manufacture or pavement marking material application temperature does not exceed 392 F.
      c. Color. Preformed markings shall consist of film with pigments selected and blended to match Federal Standard 595 color chip Nos. 17778 and 13538 for white and yellow respectively.
      d. Frictional Resistance. The surface of the applied material shall provide a minimum average skid resistance value of 50 BPN when tested in conformance with E 303.
      e. Patchability. The material shall be capable of use for patching worn areas of the same type in conformance with manufacturer’s recommendations.
      f. Thickness. The minimum thickness, without adhesive, shall be 120 mils.
      g. Adhesion. The material shall retain a minimum of 65 percent adhesive bond after 100 cycles of freeze-thaw when tested in conformance with C 666, Method B.

**PART 3 - EXECUTION**

3.1 **AGGREGATE BASE COURSE**

A. At least 30 days prior to the start of constructing the base course, the Contractor shall submit the proposed plants, equipment, and material sources to the Engineer for approval. The Contractor shall protect the subgrade and base against damage from all causes. Any part of the subgrade or base that is damaged shall be repaired or replaced by the Contractor in a manner acceptable to the Engineer at no additional cost to the Owner.

B. Excavation for widening shall be limited to an area which can be backfilled the same working day using graded aggregate base course. Refer to Standard No. MD-104.92 for the area to be backfilled. The temporary graded aggregate base wedge shall be maintained with a 4:1 or flatter fill slope. The material shall be compacted as directed by the Engineer. The graded aggregate base wedge shall remain in place until placement of the hot mix asphalt base.
C. Equipment
   1. All equipment, including the production plant and on-site equipment, shall be subject to approval by the Engineer. The plant shall be ready for inspection by the Engineer at least 48 hours prior to the start of construction operations.

D. Weather Restrictions
   1. Temperature and Surface Conditions. Graded aggregate stabilized with portland cement shall be placed only when the ambient air and surface temperature is at least 40 F and rising.
   2. Graded aggregate, bank run gravel and sand aggregate base shall be placed only when the ambient air and surface temperature is at least 32 F and rising. Placing material on a frozen subgrade is prohibited.
   3. Cold Weather Protection. The plant mixed graded aggregate stabilized base shall be protected from freezing during the seven day curing period. (c) Precipitation. Construction during precipitation is prohibited.
   4. When precipitation has occurred during the previous 24 hours, the Engineer will determine if the subgrade is sufficiently dry. Any material en route from the plant to the job site may be placed at the Contractor's risk.

E. Subgrade Preparation. The approved subgrade set to final line and grade shall be completed at least 500 ft ahead of the base course or as directed by the Engineer before the base course construction begins. The foundation shall be constructed as specified in Maryland State Highway Administration Sections 204 and 208, the Contract Documents, and as approved by the Engineer. If traffic, including construction equipment, is allowed to use the subgrade foundation or preceding layer, it shall be distributed over the entire width of the course to aid in obtaining uniform and thorough compaction. If ruts are formed, they shall be removed by reshaping and recompacting the affected area as specified in Section 204.

F. Spreading. The base material shall be uniformly spread without segregating the coarse and fine particles, in layers of approximately equal thickness, to provide the specified planned depth. Shoulders or berms not less than 2 ft wide shall be built up on each side of the base to the top elevation of each uncompacted layer unless the base is placed against concrete curbs or gutters.

G. Grade or Finished Surface Control. The surface of the base material shall be shaped to the required lines, grades and cross section specified in the Contract Documents. Grades shall be set longitudinally and transversely with fixed controls having a maximum spacing of 25 ft. The surface material shall be compacted and smoothed over its full width using a smooth faced steel wheeled roller or, if rolling is not feasible, by mechanical tampers and vibratory compactors as approved by the Engineer. The finished grade shall not deviate more than 1/2 in. from the established grade.

H. Compaction. Immediately after placement, the base material shall be compacted to the required density. During compaction operations, the moisture content of the material shall be maintained within 2 percent of the materials optimum moisture. The optimum moisture content and maximum dry density shall be determined as follows:
   1. Graded Aggregate Base and Graded Stabilized Aggregate Base: MSMT 321
   2. Graded aggregate for base shall be compacted to a minimum density of 97 percent of the maximum dry density.
   3. Compaction operations, except on superelevated curves, shall begin at the sides of the course, overlap the shoulder or berm at least 1 ft and progress toward the center parallel to the center line of the roadway. Superelevated curve compaction shall begin at the low side of the superelevation and progress toward the high side. The compaction operation shall continue until all compaction marks are eliminated.
I. Moisture and Dust Control Agents. When specified in the Contract Documents or as directed by the Engineer, calcium or magnesium chloride shall be added at the plant or applied to the surface of the graded aggregate, bank run gravel, or sand aggregate base at the project site. Calcium chloride shall be applied at the rate of 1 lb/yd2. Magnesium chloride shall be applied at the rate of 1 lb/yd2 or as a solution at the rate of 1/2 gal/yd2.

J. During construction and after completion of the base course, the base shall be maintained by the Contractor until the surface course is placed. Unacceptable work that cannot be repaired shall be replaced for the full depth of the base at no additional cost to the Owner.

3.2 HOT MIX ASPHALT

A. Equipment. All equipment, including the production plant and paving equipment, shall be subject to approval by the Engineer. The plant shall be ready for inspection by the Engineer at least 48 hours prior to the start of construction operations.

1. Hauling Units. Refer to 915.02(f). Due regard shall be given to the safety and convenience of the public while applying and maintaining the tack coat. Provisions shall be made to minimize hauling trucks from tracking tack coat onto the adjacent pavement.

2. Pavers. Pavers will be inspected and approved by the Engineer based upon the manufacturer's specification manual (copy to be provided by the Contractor). The paver shall be a self-contained, self-propelled unit capable of spreading the mixture true to line, grade and cross slope. The paver shall be equipped with a screed or strike off assembly that will produce a finished surface of the required smoothness and texture without tearing, shoving or gouging the mixture. The paver shall have automatic controls for transverse slope and grade. Controls shall be capable of sensing grade from an outside reference line or ski and sensing the transverse slope of the screed to maintain the required grade and transverse slope within plus or minus 0.1 of the required slope percentage. Manual operation will be permitted in the construction of irregularly shaped and minor areas, or where directed by the Engineer. Whenever a breakdown or malfunction of any automatic control occurs, the equipment may be operated manually for the remainder of the workday as directed by the Engineer. Reference lines or other suitable markings to control the horizontal alignment shall be provided by the Contractor, subject to the approval of the Engineer.

3. Rollers. Rollers shall be self-propelled, reversible, and steel wheeled or pneumatic tired. Rollers may be vibratory or nonvibratory, and they may be operated in the vibratory mode as long as the Engineer determines that the roller is not cracking or damaging the aggregate in the mix. Rollers shall not be used in the vibratory mode on bridge decks. Pneumatic tire rollers shall have multiple tires of equal size with smooth tread. Wheels shall be arranged to oscillate in pairs, or they may be individually sprung. Tires shall be uniformly inflated at the operating pressure approved by the Engineer. The Contractor shall furnish the Engineer a manufacturer's table showing this data. The difference in tire pressure between any two tires shall not be greater than 5 psi. The Contractor shall provide a means for checking the tire pressure on the job at all times.

B. Weather Restrictions. HMA material shall only be placed on roadway surfaces when the ambient air and surface temperature is at least 40 F and rising for surface mixes and at least 32 F and rising for base mixes. The pavement surfaces shall be clean and dry and approved by the Engineer before HMA paving begins. Placing HMA material on a frozen graded aggregate base is prohibited. When weather conditions differ from these limits, material en route from the plant to the job site may be used at the Contractor's risk. If placement of the material is stopped by the Engineer, all material en route shall be wasted at no additional cost to the Owner.
C. Foundation Preparation. Prior to placement of paving material, the foundation shall be constructed as specified in the Contract Documents and approved by the Engineer. When paving over existing pavement, all excess crack filling or patch material shall be removed and all spalls and potholes shall be cleaned, tack coated, filled and tamped with HMA before placement. Manholes, valve boxes, inlets, and other appurtenances within the area to be paved shall be adjusted to grade as directed by the Engineer.

D. Tack Coat. Prior to application of the tack coat, the surface shall be cleaned of all loose and foreign materials. The tack coat shall be uniformly applied to the surface by full circulation spray bars that are laterally and vertically adjustable and provide triple fanning and overlapping action so that the resulting coating shall be residual asphalt applied at a rate of 0.01 to 0.05 gal/yd² as directed by the Engineer.

E. Hot Mix Asphalt Placement. HMA shall be placed by the paver. Delivery of the mixture by the hauling units and placement shall be continuous. The temperature of the mixture shall be a minimum of 225°F at the time of placement. Broadcasting of loose mixture over the new surface is prohibited.

F. Immediately following placement of the HMA mixture, the mixture shall be compacted by rolling to an in place density as specified in 504.03.10. The in place compaction shall be completed before the mixture cools below 185°F, as determined by a probe type surface thermometer, supplied by the Contractor and approved by the Engineer. Price adjustment due to noncompliance with the required density will be as specified in 504.04.02. The probe type surface thermometer shall remain the property of the Contractor at the completion of the project.

1. Rolling shall consist of six separate operations in the following sequence:
   a. Transverse joint.
   b. Longitudinal joint.
   c. Edges.
   d. Initial breakdown rolling.
   e. Second or intermediate rolling.
   f. Finish rolling.

2. Steel wheel rollers shall be used for the first rolling of all joints and edges, the initial breakdown rolling, and the finish rolling.

3. Rollers shall start at the sides and proceed longitudinally toward the center of the pavement, except on superelevated curves. The rolling shall begin at the low side and progress toward the high side. Successive trips of the roller shall overlap by at least half the width of the roller, and alternate trips shall not end at the same point. When base widening is too narrow to permit the use of conventional rollers, a power driven trench roller shall be used. When the trench must be excavated wider than the proposed width of the widening, an earth berm or shoulder shall be formed against the loose HMA as soon as it is placed. The two materials shall be rolled and compacted simultaneously. Roller marks shall not be visible after rolling operations.

G. Both longitudinal and transverse joints in successive courses shall be staggered so that one is not above the other. Transverse joints shall be staggered by the length of the paver. Longitudinal joints shall be staggered a minimum of 6 in. and shall be arranged so that the longitudinal joint in the top course shall be within 6 in. of the line dividing the traffic lanes. Joints shall be constructed to provide a continuous bond between the old and new surfaces. Joints shall be coated with tack coat as directed by the Engineer. When placing a surface course, the edge of the existing pavement shall be cut back for its full depth at transverse joints to expose a fresh surface which shall be coated with tack coat material as directed by the Engineer. Before placing the mixture against curbs, gutters, headers, manholes, etc., all contact surfaces
shall be coated with tack coat. Where HMA paving is being applied to highways carrying traffic, all pavement courses exceeding 2-1/2 in. in depth shall be matched with the abutting lane or shoulder on the same working day. Where pavement courses of 2-1/2 in. or less are placed, the Contractor shall have the option of paving the abutting lane or shoulder on alternate days. The abutting lane or shoulder shall be paved regardless of the depth of pavement course prior to weekends and temporary shutdowns. When uneven pavement joints exist, the Contractor shall provide advance warning traffic control devices in conformance with the Contract Documents.

H. Where HMA paving is being applied to the traveled way carrying traffic, the Contractor shall construct a temporary tie-in a minimum of 4 ft in length for each 1 in. of pavement depth before traffic is allowed to cross the transverse joint. The final tie-in shall include the removal of a transverse portion of the existing pavement to a depth so the design thickness of the final surface course is maintained. The length of the final tie-in shall be equal to the posted speed per 1 in. depth of the design thickness of the final course with a minimum length of 25 ft per 1 in. depth and a maximum length of 50 ft per 1 in. depth.

I. Where permanent curbs, gutters, edges, and other supports are planned, they shall be constructed and backfilled prior to placing the HMA, which shall then be placed and compacted against them.

3.3 LINE STRIPING

A. Cleaning Pavement Surfaces. Pavement surfaces shall be dry and free of oil, dirt, grease, and other contaminants prior to application of pavement markings. Surfaces not in conformance shall be cleaned by the Contractor to a width 4 to 6 in. wider than the marking to be applied. Existing pavement markings that conflict with new or altered traffic patterns shall be completely removed by the Contractor. The method used by the Contractor for removal shall not damage the pavement surface and shall be approved by the Engineer. Any pavement damaged shall be repaired or replaced as determined by the Engineer at no additional cost to the Owner.

B. Application. Before any pavement marking work is begun, a schedule of operations shall be submitted to and approved by the Engineer. All pavement markings shall be applied in conformance with the manufacturer’s recommendations. When permanent pavement markings are applied under traffic, the Contractor shall provide all traffic control necessary to maintain and protect traffic in conformance with the MUTCD and the Contract Documents. The Contractor shall secure the pavement marking operations and protect the markings until they are thoroughly set. All longitudinal pavement markings shall be applied in the direction of traffic. Placing pavement marking material over longitudinal joints is prohibited.

C. Widths. The traveled way lane widths and the width of longitudinal lines shall be as specified in the Contract Documents. Lane widths shall be measured from the center of the line to the center of the line once a control line is established for the lane configuration of the roadway. When measurements are taken from existing longitudinal lines, the point of reference shall be the center of the single line or the center of the space between dual lines. The traveled way lane widths shall be in compliance when they have an acceptable appearance and do not deviate more than 2 in. from the proposed lane width.

D. Alignment. Markings shall be placed in a straight and uniform manner. Lane lines shall be in compliance when they have an acceptable appearance, and are visually in alignment, with no more than a 3/8 in. variation in any 40 ft section of traveled way. Longitudinal alignment shall be maintained through all intersections and breaks, even though the lines themselves may discontinue.
E. Layout Markings. Any layout markings that detract from the overall appearance or function of the final markings as determined by the Engineer shall be removed at no additional cost to the Owner.

F. Although this specification incorporates MD SHA guidelines for the installation of asphalt, it does not transfer nor imply any relationship with Measurement and Payment. The Owner will not accept requests for additional costs based on Asphalt Index.

END OF SECTION
PART 1   GENERAL
1.1    SECTION INCLUDES
   A.   Permanent seeding, mulching and fertilizer for playing fields and green areas around buildings.
   B.   Maintenance
1.2    RELATED SECTIONS
   A.   Section 31 25 00- Sediment and Erosion Control.
1.3    REFERENCES
   A.   FS O-F-241 - Fertilizers, Mixed, Commercial.
1.4    DEFINITIONS
1.5    MAINTENANCE DATA
   A.   Submit under provisions of Section 01 33 00 – Submittal Procedures.
   B.   Maintenance Data: Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer.
1.6    QUALITY ASSURANCE
   A.   Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.
1.7    REGULATORY REQUIREMENTS
   A.   Comply with regulatory agencies for fertilizer and herbicide composition.
   B.   Provide certificate of compliance from authority having jurisdiction indicating approval of seed mixture.
   C.   Provide soils analysis report per Article 2.03.
1.8    DELIVERY, STORAGE, AND HANDLING
   A.   Deliver, store, protect and handle products to site under provisions of Section 01 50 00.
B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.

C. Deliver fertilized in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.9 COORDINATION

A. Coordinate work under provisions of Section 01 50 00.

1.10 MAINTENANCE SERVICE

A. Maintain seeded areas immediately after placement until grass is well established and exhibits a vigorous growing condition and until contract completion.

PART 2 PRODUCTS

2.1 SEED MIXTURE

A. Refer to Erosion and Sediment Control Sheets.

2.02 ACCESSORIES

A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.

B. Fertilizer: FS O-F-241, Type recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, as indicated in analysis.

C. Water: Clean, fresh and free of substances or matter which could inhibit vigorous growth of grass.

D. Erosion Fabric: Jute matting, open weave.

E. Herbicide: As approved by seeding manufacturer.

F. Stakes: Softwood lumber, chisel pointed.

G. String: Inorganic fiber.

2.3 TESTS

A. Provide analysis of any topsoil under provisions of Section 01 40 00.

B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.

C. Submit minimum 10 oz sample of imported topsoil proposed. Forward sample to approved testing laboratory in sealed containers to prevent contamination.
PART 3  EXECUTION

3.1  EXAMINATION

A. Verify that prepared soil base is ready to receive the work of this Section.

3.2  FERTILIZING

A. Apply fertilizer in accordance with manufacturer's instructions.
B. Apply after smooth raking of topsoil and prior to roller compaction.
C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
D. Mix thoroughly into upper 2 inches of topsoil.
E. Lightly water to aid the dissipation of fertilizer.

3.3  SEEDING

A. Apply seed at a rate as indicated on the plans. Rake in lightly.
B. Do not seed areas in excess of that which can be mulched on same day.
C. Planting Season: August 1 to Oct. 1, or March 1 to August 1.
D. Do not sow immediately following rain, when ground is too dry, or during windy periods.
E. Roll seeded area with roller not exceeding 112 lbs.
F. Immediately following seeding and compacting, apply mulch to a thickness of 1/8 in. Maintain clear of shrubs and trees.
G. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.
H. Hydroteeading is an approved alternate application method.

3.4  SEED PROTECTION

A. Identify seeded areas with stakes and string around area periphery. Set string height to 36 inches. Space stakes at 96 inches.

3.5  MAINTENANCE

A. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing. Maintain maintenance throughout the construction contract.
B. Neatly trim edges and hand clip where necessary.
C. Immediately remove clippings after mowing and trimming.
D. Water to prevent grass and soil from drying out.

E. Roll surfaces to remove minor depressions or irregularities.

F. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.

G. Immediately re-seed areas which show bare spots.

H. Protect seeded areas with warning signs during maintenance period.

I. Provide minimum one each fall, winter, and spring fertilizing utilizing products approved by the Owner and application rates as required from soil analysis.

J. Maintain grass until substantial completion and until substantial completion and until stand of grass is full and acceptable to the Owner/Architect.

END OF SECTION
PART 1 - GENERAL

1.1 THE REQUIREMENT

A. This specification covers the work necessary to furnish and install complete, cured-in-place pipe (CIPP). The CONTRACTOR shall provide all materials, labor, equipment, and services necessary for bypass pumping and/or diversion of sewage flows, cleaning and television inspection of sewer to be lined, liner installation, reconnection of service connections, and final television inspection and testing of lined pipe system.

1.2 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. The following references are part of this Specification, in case of conflict between the requirements of this Specification and those of the listed documents, the requirements of this Specification shall prevail. The latest edition of the following references shall be used:

1. ASTM D543 Standard Test Methods of Resistance of Plastics and Chemical Reagents
2. ASTM D790 Standard Test Methods of Unreinforced and Reinforced Insulating Materials Flexural Properties of Plastics and Electrical
3. ASTM F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion of Curing of Resin-impregnated Tube

1.3 CONTRACTOR SUBMITTALS

A. The CONTRACTOR shall provide submittals on all lining materials and resins, and shall furnish manufacturer certification that the liner materials are in compliance with the specifications, codes, and standards referenced herein. The submittals shall include details of all component materials and construction details including complete manufacturers recommendations for storage procedures and temperature control, handling and inserting the liner, curing details, service connection methods, and trimming and finishing. The CONTRACTOR shall also provide manufacturers certification, field measurements, and pipe sizing calculations which demonstrate that the liner has been properly undersized to avoid the creation of wrinkles or folds.

B. The CONTRACTOR shall submit bypass pumping and/or diversion plans for review by the ENGINEER at least 10 working days prior to the work. The CONTRACTOR shall notify the ENGINEER 24 hours prior to commencing with the bypass pumping operations. The CONTRACTOR’S plan for bypass pumping shall be satisfactory to the ENGINEER before the CONTRACTOR shall be allowed to commence bypass pumping.

C. The CONTRACTOR shall submit shop drawings that identify the liner insertion and bypass pumping locations and methods with sufficient detail to assure that the work can be accomplished without sewage spill. The bypass pumping plan shall include an emergency response plan to be followed in the event of a failure of the bypass pumping system.

D. The CONTRACTOR shall submit the resin manufacturer’s heating requirements. Additionally, the CONTRACTOR shall conceptually discuss with the ENGINEER the general curing guidelines.
E. The ENGINEER shall review all submittals and approve or reject.

1.4 QUALITY ASSURANCE

A. The finished liner shall be continuous over the entire length of an insertion run between two manholes or access points and shall be free from visual defects such as foreign inclusions, dry spots, pinholes, and delamination.

B. Wrinkles in the finished liner paper that cause a backwater of 1/8 inch or more or reduce the hydraulic capacity of the pipe are unacceptable and shall be removed and repaired by the CONTRACTOR at the CONTRACTOR’S expense. The CONTRACTOR shall remove a section of pipe, if so directed by the ENGINEER, to determine if a void between the wrinkle and pipe wall exists. If so proven that a void does exist, the CONTRACTOR shall repair and replace that section of pipe at the CONTRACTOR’S expense. If a void does not exist, the CONTRACTOR shall repair and replace that section of pipe at the OWNER’S expense. Methods of repair shall be proposed by the CONTRACTOR and submitted to the ENGINEER for review.

1.5 WARRANTY

A. The CONTRACTOR shall provide a warranty to be in force and effect for a period of one year from the date of final acceptance. The warranty shall cause the CONTRACTOR to repair or replace the liner should failure result from faulty materials and installation.

1.6 OWNER SUPPLIED VIDEO

A. An Owner supplied video is included with the contract documents. The purpose of the video is to provide rudimentary information for the contractor to aid in the bidding process. The Owner and his representatives make no warranty, neither implicit or implied as to the validity of the video or the current state of the sewer system. The video was produced in 2010.

PART 2 - PRODUCTS

2.1 GENERAL

A. All materials shall be commercially available products of reputable Manufacturers acceptable to the Owner.

2.2 PRODUCT, MANUFACTURER/INSTALLER QUALIFICATION REQUIREMENTS

A. The sewer products specified herein are intended to have a 50-year design life.

B. Design requirements:
   1. Liner shall be designed in accordance with ASTM F1216 and the following requirements:
   2. Ground water shall be at 2 feet below grade.
   3. Soil density equals 120 pounds per cubic feet
   4. Ovality will be 2% unless video inspections indicate otherwise.
   5. Live load shall be HS-20.
   6. All pipes shall be considered fully deteriorated.
7. All calculations shall be submitted to the ENGINEER, in duplicate, for his information and be signed and sealed by a Professional Engineer in the State of Maryland.

8. The net inside diameter of the reconstructed lined sewer shall be as large and smooth as possible to maintain the lined pipe’s final capacity as close as possible to its original capacity.

C. Contractor shall be fully responsible for the design of the CIPP (liner) and shall save and hold harmless the Owner and Engineer from any and all costs or damages directly or indirectly related to the structural design of the CIPP.

D. Prior to design and ordering of the liner, verify the internal dimensions of the existing sewer mains to insure that the lining utilized will be of appropriate dimension.

2.3 MATERIALS – CURED-IN-PLACE PIPE (CIPP)

A. Acceptable Tube Materials:
   1. Fiberglass reinforced felt
      a. Liner is composed of one or more layers of fiberglass and polyester strands that are needled into a single mat and one or more needled felt layers. The outer layer shall have a PU coating to seal liner from moisture coming from the heating process and to aid resin impregnation. The coating shall be translucent to insure full resin impregnation of the liner.
      b. Each mat is made up fiberglass and polyester felt strands. They will be woven in the same manner as standard felt material.
      c. Additional mats of standard felt can be added to the liner to achieve the desired thickness and the percentage of each material can be changed to achieve the design Flexural Modulus used to design the liner.
      d. If required by the owner because of infiltration or to segregate resin from ground water, a pre-liner may be installed prior to liner installation.
      e. All seams of each layer shall be staggered to insure no layer’s seam will be near the seam of adjacent layer.
      f. The liner will be layered such that the fiberglass/felt layers are at the outside and inside of the liner to maximize strength properties.

B. Acceptable Products
   1. Premier Pipe “Tech” Liner
   2. Approved equals. However these products must be approved before Bid Opening.

C. Acceptable Resin Systems
   1. A corrosion resistant vinyl ester resin system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the Design of the CIPP for this project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification.
   2. A corrosion resistant Polyester resin system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the Design of the CIPP for this project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification.
2.4 STRUCTURAL REQUIREMENTS

A. Unless otherwise specified, the Contractor shall furnish a CIPP system that provides cured physical strengths specified herein.

1. Design. Detailed design calculations for all external loading conditions shall be submitted for review and approval. The CIPP shall be designed as per ASTM F1216, Appendix X1.3.1 for the Fully Deteriorated Pressure Pipe condition. These detailed calculations shall provide the input data as well as the actual calculations for Eqs X1.1, X1.3, and X1.4 of Appendix X1. of ASTM F1216. The design submittal shall also clearly identify the physical properties used for design.

2. The physical properties used in the design submittal shall be clearly identified. These physical properties shall be the basis for the acceptance of submittals of field samples and the acceptance of the final product. At a minimum, the pipe lining shall have the following physical properties:

   - Initial Flexural Modulus of Elasticity ASTM D790 800,000 PSI
   - Initial Flexural Strength ASTM D790 18,000 PSI

   *Value is for design conditions @ 75°F (25°C)

3. Retention factor for design shall be 50% or a factor calculated from ASTM D2990 testing data.

PART 3 - EXECUTION

3.1 PREPARATION

A. Bypass Pumping

1. The CONTRACTOR shall provide bypass pumping and/or diversion when required for acceptable completion of the liner installation. Bypass pumping shall consist of furnishing, installing, and maintaining all power, primary and standby pumps, appurtenances and bypass piping required to maintain existing flows and services.

2. Bypass pumping shall be done in such a manner as not to damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic, and shall be redirected into the sanitary sewer system. Dumping or free flow of sewage on private property, gutters, streets, sidewalks, or into storm sewers is prohibited.

3. The CONTRACTOR shall take all necessary precautions including constant monitoring of bypass pumping to insure that no private residences or properties are subjected to a sewage backup or spill. The CONTRACTOR shall be liable for all cleanup, damages, and resultant fines in the event of a spill. After the work is completed, flow shall be restored to normal.

B. Cleaning and Inspection of Existing Sewer

1. The CONTRACTOR shall be responsible for cleaning, inspection, confirming the inside diameter and determining the condition of each manhole-to-manhole segment to be lined. The cleaning process shall include the removal of all roots. A television inspection shall be performed by the CONTRACTOR after the sewer cleaning operation, point repairs, and grouting is completed. The television inspection shall be completed in the same direction each time and shall be done with a CCTV color camera recorded in DIGITAL format. A pivot head camera shall be used for all pipelines that are 6 inches in diameter or greater to allow detailed lateral inspection. A copy of the television inspection disks from all televising operations shall be provided to the ENGINEER for review prior to the liner installation.
C. Point Repairs
   1. It shall be the responsibility of the CONTRACTOR to clear the line of obstructions such as solids, offset joints, protruding service connections or collapsed pipe that will prevent liner insertion. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment or by remotely performed repair methods acceptable to the ENGINEER, then the CONTRACTOR shall make a point repair excavation to uncover and remove or repair the obstruction. Before any point repair excavation is pursued, the CONTRACTOR shall give the ENGINEER 3 working days notice. Point repair excavation shall proceed only with the ENGINEER’S written authorization. Protruding lateral shall be removed either internally with a hydro jet cutter or by external point repair. The type and location of the repairs are included with the project documents.

D. Grouting of Severe Defects
   1. It shall be the responsibility of the CONTRACTOR to grout severe open joints and cracks in the pipeline. The CONTRACTOR shall be required to grout all open joints and cracks that in the CONTRACTOR’S opinion will impede the specified performance of the liner except that all open joints greater than 1 inch shall be grouted irrespective of the CONTRACTOR’S assessment. An estimate of the number of locations to be grouted is provided in the bid schedule. The locations shall be determined by the CONTRACTOR based on video tapes provided with the project document.

E. Manholes
   1. The CONTRACTOR shall protect the manholes to withstand forces generated by equipment, water or air pressure used while inserting the tube.

3.2 INSTALLATION

A. Resin Impregnation
   1. The uncured resin in the original containers and the unimpregnated fiber-felt tube shall be impregnated by vacuum or other means prior to installation. The materials and wet-out procedure shall be subject to inspection by the ENGINEER. A resin and catalyst system that is compatible with the requirements of the method shall be used.

   2. The impregnated liner bag shall be transported to and stored at the site in such a manner that it will not be damaged, exposed to direct sunlight, or result in any public safety hazard. The impregnated liner bag shall be kept cool during shipment and storage. All materials shall be subject to inspection and review prior to installation.

B. Liner Installation
   1. The impregnated tube shall be inserted through an existing manhole or other access approved by the ENGINEER by means of the installation process. The application of hydrostatic head, compressed air, or other means shall fully extend the liner to the next designated manhole or termination point and inflate and firmly adhere the liner to the pipe wall.

C. Curing
   1. After placement is completed, a suitable heat source and distribution equipment shall be provided. The equipment shall be capable of circulating hot water, air, and/or steam throughout the section by means of pre-strung hose which has been perforated in accordance with the manufacturers’ recommendations or other methods acceptable by the ENGINEER to raise the temperature uniformly above the temperature
required to effect a resin cure. This temperature shall be determined by the manufacturer based on the resin/catalyst system employed.

2. The heat source piping shall be fitted with continuous monitoring thermocouples to gauge the temperature of the incoming and outgoing water, steam and/or air supply. Water, steam, or air temperature during the cure period shall meet the requirements of the resin manufacturer as measured at the heat source inflow and outflow return lines. At the direction of the ENGINEER, the CONTRACTOR shall provide standby equipment to maintain the heat source supply. An additional continuous monitoring thermocouple shall be placed between the impregnated felt tube and the pipe invert at the remote manhole and a point midway between the upstream and downstream manholes to determine the temperature during the cure. The temperature during the cure shall not be less than 130 degrees Fahrenheit at the boundary between the pipe wall and the liner unless otherwise directed by the ENGINEER because of the resin system used.

3. The initial cure shall be deemed to be completed when inspection of the exposed portions of the liner appear hard and sound and the remote temperature sensors indicate that an exotherm has occurred. The cure period shall be a duration recommended by the resin manufacturer during which time the recirculation of water, steam, and/or air and cycling of the heat exchanger continuously maintain the required temperature.

4. Temperature shall be maintained during the curing period as recommended by the resin manufacturer and shall follow the healing schedule supplied by the manufacturer and reviewed by the ENGINEER.

D. Cool Down
1. The hardened liner shall be cooled to a temperature below 100 degrees Fahrenheit before relieving the static head or pressure in the lined pipe and returning normal flow back into the system. The cool down may be accomplished by introducing cool water or air into the lined pipe. Care shall be taken in the release of the static head pressure so that a vacuum will not develop which could damage the newly installed liner.

2. If the liner fails to make a tight seal at the manhole walls, a seal consisting of a resin mixture compatible with the liner/resin system shall be applied in accordance with manufacturer specifications and approved by the ENGINEER.

3.3 SERVICE LINE RECONNECTION

A. The CONTRACTOR shall be responsible for reconnecting service connections to the lined pipe. Reconnections of service connections shown on the plans shall be completed by one of the following methods:

1. Internally reconnected by using a pivot-head CCTV camera and a remote cutting tool to locate the service connections from inside the lined pipe, cutting a hole matching the service connection diameter, and grouting the area where the service connection enters the lined pipe to produce a water tight seal approved by the ENGINEER. CONTRACTOR shall provide nearly full-diameter hole, free from burrs or projections and with a smooth and crack-free edge. The hole shall be 95% minimum and 100% maximum of the original service connection diameter. The invert of the service connection shall match the bottom of the reinstated service opening.

2. By excavating by hand and/or mechanical equipment to the location of the service connections tie-in, cutting the existing pipe and liner material, and installing a saddle acceptable to the ENGINEER. The excavation process shall be completed by mechanical means as defined in the project documents or by hand digging is required.
3. Other remote methods as approved by the ENGINEER.

3.4 TESTING

A. Material Testing
1. All material testing shall be performed by a registered independent, third-party laboratory.
2. The CONTRACTOR shall provide certified test results of the short term properties of the cured lining material from the actual installed liner at a minimum of one location per each liner insertion setup.
3. The cured liner shall be sampled and tested for flexural strength and flexural modulus (short term.) Flexural strength and modulus shall be tested in accordance with the requirements of ASTM D790. The liner shall be in compliance with the physical properties stated under Section 2.02 of this specifications. A certificate of compliance shall be provided for long term flexural modulus.
4. Corrosion resistance requirements shall be as stated in ASTM F1216, Section X2, Chemical Resistance Tests.
5. Delamination testing shall be in accordance with ASTM F1216, Section 8.4, if required by the ENGINEER.

B. Field Testing (Optional)
1. Test line for exfiltration in accordance with ASTM F1216, Section 8.2 prior to service line reconnections. Testing shall exclude maximum pressure limits (4.3 psi) at lowest end. Leakage testing shall be performed after all dry and non-bondable hoses and tubes are completely removed from the pipe.
2. After completion of all liner insertions, service reconnections, and finish work at the manholes, the sewer shall be televised with a color CCTV tilt-head camera recorded in digital format. The original disk shall be provided to the ENGINEER.

PART 4 - PAYMENT

4.1 CURED-IN-PLACE PIPE

A. Payment will be made for the actual length of cured-in-place pipe installed. The length shall be measured from centerline of manhole to centerline of manhole. The unit price per linear foot installed shall include all materials, labor, equipment and supplies necessary for the complete liner installation, CCTV inspections and re-inspections, video tapes/disks, trimming of intruding laterals, flow diversion, sealing at manholes, testing, and cleaning and restorations.

4.2 GROUTING OF SEVERE DEFECTS

A. Payment will be made for the actual number of grout repairs completed. The unit price per grout repair shall include all materials, labor, equipment, and supplies necessary to complete the work as necessary.

4.3 SERVICE LINE RECONNECTIONS

A. Internal cutting or other methods: Payment will be made for the actual number of needed service lines reconnected by internal cutting or other remote methods. The unit price per service line connected shall include all materials, labor, equipment, and supplies necessary to complete the work as specified.
B. Point excavation: Payment will be made for the actual number of needed service lines reconnected by point excavation. The unit price per service connected shall include all materials, labor, equipment, and supplies necessary to complete the work as specified.

4.4 POINT REPAIR – Contingent Item

A. Pipes joints that are beyond internal repair and cannot be repaired by internal grouting shall be excavated and replaced. Payment will be made for the actual number of pipes that need repaired. The unit price per pint repair shall include all materials, labor, equipment, and supplies necessary to complete the work as specified.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Related Sections: The following sections contain requirements that relate to this section:
   1. Section 01 29 00 - Price and Payment Procedures: Unit Prices.
   2. Section 01 40 00 - Quality Requirements: Testing fill compaction.
   3. Section 01 50 00 - Temporary Facilities & Controls: Water control.
   4. Section 31 23 17 - Trenching
   5. Section 31 25 00 - Sediment and Erosion Control.

1.2 SUMMARY

A. This Section includes the gravity sanitary sewerage system piping and appurtenances from the point of connection at the building to public sewer.

1.3 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
   1. Product data for piping specialties.
   2. Shop drawings for precast concrete sanitary manholes and cast iron manhole frames and covers.

PART 2 - PRODUCTS

2.1 QUALITY ASSURANCE

A. Environmental Compliance: Comply with applicable portions of local environmental agency regulations pertaining to sanitary sewerage systems.

B. Utility Compliance: Comply with the Allegany County Health Department and other utility regulations, codes and standards pertaining to sanitary sewerage systems and on-site sanitary waste disposal.

C. Comply with City of Frostburg regulations and standards regarding sanitary structures.

2.2 PROJECT CONDITIONS

A. Site Information: Perform site survey, research public utility records, and verify existing utility locations. Verify that sanitary sewerage system piping may be installed in compliance with original design and referenced standards.

B. Locate existing sanitary sewerage system piping and structures that are to be abandoned and closed, if required.
2.3 SEQUENCING AND SCHEDULING

A. Coordinate with other utility work.

B. Coordinate with City of Frostburg Street Department

C. Coordinate with FSU Facilities

2.4 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Underground Warning Tapes:
      c. Calpico, Inc.
      d. Carlton Industries, Inc.
      e. EMED Co., Inc.
      f. Seton Name Plate Co.
      g. Or equal.
   2. Underground Fiberglass Storage Tank:
      a. Containment Solutions, Inc., - basis of design
      b. Wastewater Technologies, Inc.
      c. Darco, Inc.

2.5 PIPE AND FITTINGS

A. General: Provide pipe and pipe fitting materials compatible with each other. Where more than one type of materials or products is indicated, selection is Installer's option.
   1. PVC (Polyvinyl Chloride) Sewer Pipe and Fittings: ASTM D 3034, SDR 35, for elastomeric gasket joints meeting ASTM F477.
   2. Schedule 40 PVC pipe and solvent welded fittings.

2.6 MANHOLES

A. Precast Concrete Manholes: ASTM C 478, precast reinforced concrete, of depth indicated with provisions for rubber gasket joints.

B. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having a separate base slab or base section with integral floor. Invert shall be paved with brick.

C. Riser Sections 4-inch minimum thickness; 48-inch diameter, and lengths to provide depth indicated.

D. Top Section: Eccentric cone type, unless concentric cone or flat-slab-top type is indicated. Top of cone to match grade rings.

E. Grade Rings: Provide 2 or 3 reinforced concrete rings, of 6 to 9 inches total thickness and match 24-inch diameter frame and cover.

F. Gaskets: ASTM C 443, rubber.

G. Steps: Cast into base, riser, and top sections sidewall at 12- to 16-inch intervals.

33 31 00 - 2 SANITARY GCPS Southern Middle School Sewer Line Replacement
H. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.

I. Channel and Bench: Brick lined, formed concrete or built-up brick substructure. 1% minimum slope on channel. 6% minimum slope on bench.

J. Manhole Frames and Covers: ASTM A 536, Grade 60-40-18, heavy-duty, ductile iron, 24-inch inside diameter by 7- to 9-inch riser with 4-inch minimum width flange, and 26-inch-diameter cover, indented top design, with lettering "SANITARY SEWER" cast into cover.

2.7 CLEANOUTS
A. General: Provide sanitary sewer cleanouts at the locations indicated on the plans.

2.8 IDENTIFICATION
A. Metallic-Lined Plastic Underground Warning Tapes: Polyethylene plastic tape with metallic core, 6 inches wide by 4 mils thick, solid green in color with continuously printed caption in black letters "CAUTION - SEWER LINE BURIED BELOW".

PART 3 - EXECUTION

3.1 PREPARATION OF FOUNDATION FOR BURIED SANITARY SEWERAGE SYSTEMS
A. Grade trench bottom to provide a smooth, firm, stable, and rock-free foundation, throughout the length of the pipe.

B. Remove unstable, soft, and unsuitable materials at the surface upon which pipes are to be laid, and backfill with clean sand or pea gravel to indicated level.

C. Shape bottom of trench to fit bottom of pipe. Fill unevenness with tamped sand backfill. Dig bell holes at each pipe joint to relieve the bells of all loads and to ensure continuous bearing of the pipe barrel on the foundation.

3.2 PIPE APPLICATIONS FOR UNDERGROUND SANITARY SEWERS
A. Installation
   1. General Locations and Arrangements: Drawings (plans and details) indicate the general location and arrangement of the underground sanitary sewerage system piping. Location and arrangement of piping layout take into account many design considerations. Install the piping as indicated, to the extent practical.

   2. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings in accordance with manufacturer's recommendations for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.

   3. Use manholes for changes in either horizontal or vertical direction, except where a fitting is indicated. Use fittings for branch connections, except where direct tap into existing sewer is indicated.

   4. Use proper size increasers, reducers, and couplings, where different size or material of pipes and fittings are connected. Reduction of the size of piping in the direction of flow is prohibited.

   5. Install piping pitched down in direction of flow, at minimum slope of 1 percent, except
3.3 PIPE JOINT CONSTRUCTION AND INSTALLATION

A. Join and install PVC pipe as follows:
   1. SDR 35 Pipe and gasketed fittings, joining with elastomeric seals in accordance with ASTM D 3212.

B. Installation in accordance with ASTM D 2321.

C. Join and install Schedule 40 PVC pipe and fittings in accordance with manufacturer’s recommendations.

3.4 MANHOLES

A. General: Install manholes complete with accessories as indicated. Form continuous concrete or split pipe section channels and benches between inlets and outlet. Set tops of frames and covers flush with finish surface where manholes occur in pavements. Elsewhere, set tops 3 inches above finish surface, unless otherwise indicated.

B. Place precast concrete manhole sections as indicated, and install in accordance with ASTM C 891.

C. Provide rubber joint gasket complying with ASTM C 443 at joints of sections.

3.5 CLEANOUTS

A. Install cleanouts and extension from sewer pipe to cleanout at grade as indicated. Set top of cleanout flush with surrounding grade when installed in paving.

3.6 TAP CONNECTIONS

A. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe, install wye fitting into existing piping, and encase entire wye fitting plus 6-inch overlap, with not less than 6 inches of 3000-psi 28-day compressive-strength concrete.

B. Make branch connections from side into existing 4- to 21-inch piping by removing section of existing pipe and installing wye fitting into existing piping. Encase entire wye with not less than 6 inches of 3000-psi 28-day compressive-strength concrete.

C. Protect existing piping and structures to prevent concrete or debris from entering while making tap connections. Remove debris, concrete, or other extraneous material that may accumulate.

3.7 INSTALLATION OF IDENTIFICATION

A. Install continuous plastic underground warning tape during backfilling of trench for underground water service piping. Locate 6 to 8 inches below finished grade, directly over piping.

3.8 FIELD QUALITY CONTROL

A. Testing: Perform testing of completed piping in accordance with local authorities having
jurisdiction.

B. Cleaning: Clean interior of piping and structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.

C. Place plugs in ends of uncompleted pipe at end of day or whenever work stops.

D. Flush piping between manholes to remove collected debris.

E. Interior Inspection: Inspect piping to determine whether line displacement or other damage has occurred.

F. Make inspection after pipe between manholes and manhole locations has been installed and approximately 2 feet of backfill is in place, and again at completion of project.

G. If inspection indicates poor alignment, debris, displaced pipe, infiltration or other defects correct such defects, and re-inspect.

END OF SECTION