Memo to: John Blecheisen, Procurement

From: Tom Murphy, Engineering, Construction & Facilities Mgmt

Re: ROOF DATA

John: The following is to supplement the bid awarding of the re-roofing project at Patapsco Hall.

ROOF DATA

1. Square footage - 26,230
2. Existing roof composition - 3 ply built-up system
3. Existing roof installed - 1982
4. Existing roof has developed 3 areas of leakage which "in house" personnel cannot locate. The areas of leakage are in student housing rooms which creates wet walls and carpeting, thus causing unpleasant conditions.

CONTRACTOR INFORMATION

1. Has been doing work at UMBC for 4 years
2. Has applied 127,000 square feet of foam roofing system at UMBC
3. Is now under contract to install 3 other foam roofs at UMBC at this time
4. In this Department's opinion, this Contractor is efficient, handles details, and strives toward providing a completed project which meets as aspects of the specifications and 10 year warranty.

WTM: sb
SPECIFICATIONS FOR RE-ROOFING PATAPSCO HALL

UTILIZING SPRAYED IN PLACE

POLYURETHANE FOAM & FLUID APPLIED ROOF COATING

AT THE UNIVERSITY OF MARYLAND BALTIMORE COUNTY CAMPUS

CATONSVILLE, MARYLAND 21228-5398

July 1, 1992

(RE-BID)

Physical Plant Representative:

Tom Murphy
(410) 455-2281
STATE OF MARYLAND  
UNIVERSITY OF MARYLAND BALTIMORE COUNTY  

SECTION 00100  

INSTRUCTION TO BIDDERS  

1. NOTICE TO BIDDERS  
   A. The Notice to Bidders, which may be published as an advertisement, contains a description of the proposed work, together with information to the bidder regarding availability of construction bid forms, plans and specifications, the nature of any proposal guarantee, and the reservation of the right of the University to reject any and all bids.  

2. SECURING DOCUMENTS  
   A. Copies of the proposed Contract Documents may be obtained from:  
   
   The University of Maryland Baltimore County  
   Department of Procurement  
   Room 301 Administration Building  
   5401 Wilkens Avenue  
   Catonsville, Maryland 21228-5398  
   
   upon the conditions set forth in the invitation to bid.  

3. PRE-BID CONFERENCE  
   A. There will be a pre-bid conference held in conjunction with this bid. Attendance at the pre-bid conference is not mandatory. The conference will be held in the Board Room of the Physical Plant Building (see Blue Bid sheet for time and date). All interested Contractors are encouraged to attend in order to be able to better prepare acceptable proposals. Bidders are encouraged to carefully read the bid documentation before the pre-bid conference in order to be prepared to express your concerns at the conference. If your firm plans to send representatives, please call the issuing office.
4. QUESTIONS AND INQUIRIES

A. All contact between Contractor and the University will be formally held at scheduled meeting or in writing through the Issuing Office. Questions and inquiries, in writing, will be accepted at the pre-bid conference. Written questions and inquiries subsequent to the pre-bid conference should be directed to the individual referenced in item 5 below. All such questions and inquiries must be received by the close of business 14 calendar days prior to the bid date specified on the blue bid sheet. Questions or inquiries may be sent via fax if received by no later than the date shown in this section. No questions and inquiries will be accepted after the deadline stated in this section.

5. RECEIPT AND OPENING OF BIDS

A. The University of Maryland Baltimore County (herein called "University") invites bids on the Construction Bid Form attached hereto as Attachment A, all blanks which must be appropriately filled in. Bids will be received only by the University issuing office designated below:

The University of Maryland Baltimore County
Department of Procurement
Room 301 Administration Building
Baltimore, Maryland 21228-5398

B. All correspondence, questions, and inquiries with respect to any aspect of this solicitation must be directed in writing to the following: Mr. John Blecheisen, C.P.M. CPPO, phone (410) 455-2071, FAX (410) 455-1009.

C. In order to be considered, all bids must be signed, sealed, and delivered to the above address by no later than the date specified on the blue bid sheet. FAX BIDS OR MODIFICATIONS TO BIDS WILL NOT BE ACCEPTED. The University may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may reject any and all bids. Any bid may be withdrawn or modified prior to the scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date set for bid receipt will not be considered.

D. The bidder shall review all certificates and affidavits called for in the bid request (including Attachments C and D hereof) and the contract document; bidder should
5. RECEIPT AND OPENING OF BIDS (Continued)

D. (Continued)

either execute or be prepared to execute them, as appropriate. In the event that they cannot be truthfully executed, the bidder shall also notify the University.

E. The following is a list of Attachments and Exhibits which are included in this package. All Attachments and Exhibits are required to be submitted with the bid.

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
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<tbody>
<tr>
<td>A</td>
<td>Construction Bid Form</td>
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<td>B</td>
<td>Bid/Proposal Affidavits</td>
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<tr>
<td>C</td>
<td>Contract Affidavit</td>
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<td>D</td>
<td>Subcontractor Listing Form</td>
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<tr>
<td>A</td>
<td>MBE Utilization Affidavit</td>
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<td>B</td>
<td>Schedule for Participation of Minority Business Enterprises</td>
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<tr>
<td>C</td>
<td>Minority Contractor Unavailability Certificate</td>
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<tr>
<td>D</td>
<td>Minority Business and General Contractor's Statement of Intent</td>
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<td>E</td>
<td>Minority Business Enterprise Self Certification Affidavit</td>
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<td>F</td>
<td>Solicitation Affidavit</td>
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<tr>
<td>G</td>
<td>UMBC Campus Map</td>
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<tr>
<td>H</td>
<td>Long Form Contract (Sample only)</td>
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<tr>
<td>Addendum 1</td>
<td>Mandatory Contract Provision</td>
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6. PREPARATION OF BID FORM

A. The bidder **shall** submit his bid upon the Construction Bid Forms furnished by the University.

B. The Bid Form shall be filled out in ink or typed. Any erasures or alterations shall be initialed by the signer in ink. Spaces left blank will be considered as a zero value. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, bidder's address, and the name of the project for which the bid is submitted and the division of work. Forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

C. The bid, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, it shall be signed by such member or members of the partnership as have authority to bind the partnership;
6. PREPARATION OF BID FORM (Continued)

C. (Continued)

if submitted by a corporation, the same shall be signed by an officer, and attested by the corporate secretary or an assistant secretary. If not signed by an officer, as aforesaid, there must be attached a copy of that portion of the By-Laws or a copy of a Board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

7. CONSTRUCTION BID FORM

A. The Construction Bid Form is that form which is included in the contract documents (Attachment A) and which set forth the costs for each division of work, solicited by the University. Construction Bid Forms shall be submitted as stated in the specifications.

B. All documents included in bound or attached form to the construction bid form are necessary parts of the bid and shall not be detached, separated or altered in any form.

8. POWER OF ATTORNEY

A. Attorneys-in-fact who sign bid bonds, contract bonds, and any other bonding documents must file with each document a certified and effectively dated copy of the power of attorney.

9. OBLIGATION OF THE BIDDER

A. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the contract specifications, and other bid documents (including all addenda). The failure or omission of any bidder to examine any form, instruments, or document shall in no way relieve any such bidder from any obligation in respect to its bid.
10. EXAMINATION OF CONTRACT DOCUMENTS AND SITE INVESTIGATION

A. By submitting a bid, the Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials, which shall include the presence of lead and requirements for its removal and disposal, or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the University as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work. The University is not responsible for any conclusions or interpretations made by the Contractor on the basis of information made available by the University.

11. BID SECURITY

A. When the total bid is in excess of $50,000.00, each bidder must furnish a bid bond issued by a surety company approved by the State of Maryland with his construction bid form. The bond must be in an amount not less than five percent (5%) of the amount of the base bid and shall be submitted on a form provided by the University.

B. Certified checks, cash, and other security set forth in COMAR 21.06.07.01 are acceptable in lieu of a bid bond, and subject to the same conditions.
12. UNIVERSITY'S RIGHT TO REJECT BIDS

A. The University reserves the right to reject any and all bids or to accept any bid in the interest of the people of the University of Maryland.

13. LICENSES, REGISTRATION AND QUALIFICATIONS

A. Bidders must be licensed as required by Construction Firm Law of Maryland (Article 56, Section 18d, Annotated Code of Maryland) and shall submit a Contractor Questionnaire (Attachment B) to the University.

B. The University reserves the right to require that the Contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the projects within the established contract schedule.

C. The University may make such investigations as it deems necessary to determine the ability of the bidder to perform the work; the bidder shall furnish to the University all such information and data as requested by the University. The University reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the University that the Bidder is qualified to carry out the contract and to complete the work. Conditional bids will not be accepted.

14. DISCREPANCIES

A. Should a bidder find discrepancies in the specifications or should he be in doubt as to the meaning or intent of any part thereof, he must not later than ten (10) working days prior to the bid opening, request clarification from the University who will issue a written addendum. Failure to request such clarification is a waiver to any claim by the bidder for expenses made necessary by reason of later interpretation of the contract documents by the University.

B. Explanations desired by a prospective bidder regarding the Contract Specifications, and other Bid Documents shall be requested in writing, from the University no later than a date not less than ten (10) working days prior to the opening.

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14. **DISCREPANCIES (continued)**

C. Oral explanations or instructions will not be binding; only written addenda are binding. Any addenda resulting from these requests will be mailed to all listed holders of the Bid Documents no later than two (2) working days prior to the bid opening. The bidder shall acknowledge the receipt of all addenda in the space provided on the Construction Bid Form.

15. **MODIFICATIONS AND WITHDRAWAL OF BIDS**

A. Withdrawal or modification to bids are effective only if written notice thereof is filed prior to the time of the bid opening and at the place specified in the Notice to Bidders. A notice of withdrawal or modification to a bid must be signed.

B. No modifications shall be accepted after the time for opening of the construction bid form.

16. **BID/PROPOSAL AFFIDAVIT AND CONTRACT AFFIDAVIT**

A. Bidders must read, and truthfully execute the Bid/Proposal and Contract Affidavits included in the construction bid package as Exhibits G and H. If these affidavits are not included in the construction bid package, they can be obtained from the Department of Procurement by contacting the person designated above.

17. **FINANCIAL DISCLOSURE AFFIRMATION**

A. Contractors providing material, equipment, supplies or services to the University of Maryland herewith must comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland which requires that every business that enters into contracts, leases or other, agreements with the State and receives in the aggregate $100,000.00 or more during a calendar year shall within 30 days of the time when the $100,000.00 is reached, file with the Secretary of State a list containing the names and addresses of its resident agent, each of its officers, and any individual who is a beneficial owner of 5 percent or more of the contracting business. This affirmation is included as a part of the Bid/Proposal Affidavit enclosed as Exhibit C.
18. **NON-COLLUSION AFFIRMATION**

A. Bidders must read, and truthfully execute the non-collusion affirmation included as a part of the Bid/Proposal Affidavit Exhibit C. If this certificate is not included, it may be obtained by contacting the person designated above.

19. **PROCUREMENT AFFIRMATION**

A. To satisfy the requirement of COMAR 21.08, the Bidder must complete this Affirmation which is included as a part of the Bid/Proposal Affidavit (Exhibit C) and submit it with the bid if the bid is in writing and results from a written solicitation and provided that the bid totals $7,500.00 or more.

B. If the Contractor cannot complete this affirmation, and debarment proceedings have not been instituted against the Bidder, the Bidder must indicate the reasons why the affirmation cannot be given, including the name(s) of the person(s) involved, their current position(s) and responsibilities with the Bidder, the activity set forth in the affirmation in which they were involved, and the details of their participation in the activity, including the name(s) of any entity involved and their position and responsibilities with the entity.

C. If the Bidder cannot give the affirmation, and debarment proceedings have been instituted against the Bidder to COMAR 21.08, the Bidder shall indicate the status of the proceedings.

20. **PUBLIC INFORMATION ACT**

A. Bidders should give specific attention to the identification of those portions of their construction bids which they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the University under the Maryland Public Information Act, Article 76A, 1 through 5 of the Annotated Code of Maryland.
21. AWARD AND EXECUTION OF CONTRACT

A. AWARD OF CONTRACT:

1. The award of the contract, if it is awarded, will be within the time specified in the Construction Bid form and will be to the responsible bidder submitting the lowest responsive bid. The successful bidder will be given a written notice of award stating that his bid, including applicable add or deduct alternates, has been accepted and that he has been awarded the contract. The basis for award of alternates is set forth in the section of these Instructions to Bidders, below, entitled "Award of Alternates".

2. The University reserves the right to cancel the award of any contract before the execution of the contract by all parties without any liability on its part.

3. The University reserves the right to apply any reciprocal preference for resident Bidders as set forth in Section 14-401 of the State Finance and Procurement Article-Annotated Code of Maryland, 1988 Edition.

B. EXECUTION OF CONTRACT

1. After a Notice of Award has been issued, the University shall forward the formal contract form to the successful bidder for execution. The bidder shall execute the contract form and return it with fully executed Payment and Performance Bonds, to the University within fifteen (15) days after receipt of same.

2. As prerequisite to signing the contract and prior to the expiration of the aforesaid fifteen (15) day period following notification of award, the bidder shall have furnished the following in the form and content required by these General Conditions: Performance and Payment Bonds (Instructions to Bidders), Certificates of Insurance (General Conditions), and Affirmative Action Plan (General Conditions).
21. **AWARD AND EXECUTION OF CONTRACT** (continued)

**B. EXECUTION OF CONTRACT** (continued)

3. After receipt of the properly executed contract form and payment and performance bonds, the University will execute the contract within 90 days and forward the Contractor a copy. The specifications, terms and conditions, and requirements contained herein shall apply to each bid and shall be incorporated by reference in the contract documents. In the event the University fails to execute the Contract within the 90 day period, the Contractor will have as its only remedies, the option to declare the contract terminated without any liability by the University or to accept an extended period for execution by the University.

22. **FAILURE TO EXECUTE CONTRACT**

**A.** Failure of the Contractor to execute the contract and file acceptable bonds within the time provided shall be just cause for the payment of liquidated damage guaranteed by the bid bond or other securities at an amount equal to the increased contract price paid by the University as a result of the execution of the contract.

**B.** In the event the damages sustained by the University exceed the amount of the bid security, the University reserves the right to proceed against the Contractor for the balance of its damages.

23. **PERFORMANCE AND PAYMENT BONDS**

**A.** Performance and Payment Bonds are required only when the amount of the initial award is in excess of $50,000.00.

**B.** Persons or firms performing construction contracts for the University of Maryland are not required to post payment bonds if the contract price is $50,000.00 or less. Sub-contractors and suppliers on such contracts should be aware that the normal protection such bonds offer to the sub-contractors and suppliers is not available on construction contracts where the amount of the contract is $50,000.00 or less.

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23. **PERFORMANCE AND PAYMENT BONDS** (continued)

C. The University will provide to the Contractor for execution, copies of the Performance Bond and Payment Bond. The Bonds must be executed and returned to the University. The Premium for the bonds shall be paid by the Contractor.

D. The Bonds shall be in the full amount of the contract prices.

E. At the direction of the University, the Contractor may be required to increase the amount of the bonds; for such additions, the Contractor will be reimbursed by the University in the amount of the actual increased bond cost.

24. **CRITICAL PATH METHOD (CPM)**

A. CPM schedules shall be submitted by the Contractor. The University will instruct the Contractor as to the submission of CPM's.

25. **MINORITY BUSINESS ENTERPRISE REQUIREMENTS**

A. To satisfy the requirement of COMAR 21.11.03 Minority Business Enterprise Policies, bidders are responsible for complying with the requirements of Section 10 of the General Conditions.

26. **TIME OF COMPLETION AND LIQUIDATED DAMAGES**

A. The University requires that the work be completed within the time frame scheduled that is established by the University.

B. **DATE OR TIME OF COMPLETION** (9-1-92)

C. The Agreement will include a stipulation that Liquidated damages will be established in the amount of $___________ per calendar day after the completion date that work is not fully certified by the University Representative as being complete as that stage of completion is defined in the Conditions of the Contract.

END OF SECTION

00100-11
GENERAL REQUIREMENTS

1. SCOPE OF WORK

The contractor shall furnish all labor, tools, materials, equipment, vehicles and services in order to complete the total work in accordance with the specifications, applicable codes and regulations.

2. LICENSES AND QUALIFICATIONS

Bidders must be licensed as required by construction firm law of Maryland (Article 56, Section 180 Annotated Code of Maryland 1957 Edition).

3. CODES, STANDARDS AND REGULATIONS

a. All work shall conform to the requirements of all applicable local, state and national codes and regulations.

b. When the specifications call for special materials and/or equipment, they shall be installed to the manufacturer's recommendations.

4. PERMITS, FEES AND CERTIFICATES

a. The contractor will not be required to pay any fees to local authorities for inspection or for the privilege or right to execute the work.

b. The contractor shall comply with the provisions of the Workmen's Compensation Act.

c. If the contract requires electrical work, a certificate of electrical inspection from an independent (non-governmental) electrical inspection agency approved by the State of Maryland Fire Marshall shall be submitted to the University prior to or with the final payment invoice. The contractor shall make application for the inspection, coordinate same, and pay the required inspection fees.
5. **SITE CONDITIONS**

The areas and/or conditions involved in the completion of the work will be clearly defined by the State's representative, heretofore indicated on the title page, during visitation to the site.

6. **RESERVED RIGHTS**

The University reserves the right to reject any and all bids or to accept any bid in the interest of the people of the State of Maryland. For the same reason, the University reserves the right to waive any informality in a bid.

7. **DISCREPANCIES**

Should a bidder find discrepancies in the plans and/or specifications or should he be in doubt as to the meaning or intent of any part thereof, he must, not later than four (4) days (Saturdays and Sundays included) prior to bid opening, request clarification from the person listed on the title page, who will issue an addendum or otherwise clarify the matter. Failure to request such clarification is a waiver to any claim by the bidder for expense made necessary by reason of later interpretation of the contract documents by the authorized representative of the University.

8. **APPROVAL AND SUBSTITUTIONS**

Wherever the phrases "or approved equal" or "or approved substitute" appear, it is intended that the contractor furnish the exact type and make of equipment of appliance specified. Otherwise, he shall first obtain the written approval from the authorized representative of the University before making a substitution.

9. **DATE OF COMPLETION**

The date of completion is important and may be considered in awarding the contract if more than 120 days are required for completion of the job from Contract Award. Shipment days on the Bid Form will in this case mean completion days. The period of time required for completion of the work as required must be stated in calendar days, Saturdays, Sundays, and holidays included.
10. CONTRACTOR/UNIVERSITY COOPERATION

a. Before any of the work shall begin, the contractor shall confer with the University's representative at the site and agree on a sequence of procedure, means of access to the premises, space for storage of materials and equipment, use of approaches, use of facilities, etc.

b. Generally, all work shall be performed between the hours of 7:30 AM and 4:00 PM, Monday through Friday, inclusive. If it becomes necessary to perform work on days or at times other than those indicated above or on holidays, special permission must be obtained in advance from the University's representative.

11. MAINTENANCE MANUALS AND TESTS

Upon completion of the work, the systems and equipment shall be carefully tested by the contractor for actual operation, and the various pieces of equipment shall be made to function as intended. The contractor shall furnish an operation and maintenance manual for each piece of equipment or each system as applicable.

12. GUARANTEE

a. The contractor shall guarantee all equipment and materials installed and work performed under the contract for a period of ten (10) years after final acceptance of the work.

b. The contractor shall provide all labor and materials required during the guarantee period to correct any failure in the work with no additional cost to the University.

13. SUPERVISION

The contractor is required to maintain on site at all times when work is in progress on this project an individual who represents the contractor, is responsible for the entire project, and can communicate in English with the State representative.

14. BID BOND

On all projects where the base bid price exceeds $50,000, each bidder must furnish a bid bond with the proposal, in a form and by a Surety Company approved by the State of Maryland. The bond must be in an amount not less than five percent (5%) of the amount of the base bid. Certified checks are also acceptable.
15. RECEIPT AND OPENING OF BIDS

Bid will be received and opened and read publicly at the time and place specified in the Advertisement. Bidders or their authorized agents are invited to be present. Bids received after the time and date specified will not be considered, but will be returned unopened.

16. QUALIFICATION OF BIDDERS

The University of Maryland Baltimore County reserves the right, before awarding the contract, to require a bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a bidder.

17. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

The bidder is required to examine carefully the site of the work, the plans, specifications, and other contract documents to become fully informed of the conditions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the operational activities of the University of Maryland Baltimore County, which must be maintained with minimum interference from this work.

18. DISQUALIFICATION OF BIDDERS

Any of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his bid.

a. Submission of more than one bid for the same work by an individual, firm, partnership or corporation under the same or different names.

b. Evidence of collusion among bidders.

c. Previous participation in collusive bidding on work for the State of Maryland.

d. Submission of an unbalanced bid in which the prices bid for some items are out of proportion to the prices bid for other items.

e. Lack of competency of bidder (the contract will be awarded only to a bidder rated as capable of performing the service; the University of Maryland Baltimore County may declare any bidder ineligible at the time during the process of receiving bids or awarding the contract where developments arise which, in the opinion of the University of Maryland Baltimore County adversely affect the bidder's responsibility; however, the bidder will be
given an opportunity by the University of Maryland Baltimore County to present additional evidence before final action is taken.

f. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

g. Being in arrears on any of his existing contracts with the State of Maryland or in litigation with the State of Maryland thereon or having defaulted on a previous contract with the State of Maryland.

19. **AWARD OF CONTRACT**

An award of the contract will not be made until the necessary investigations of the responsibility of the low bidders have been made. Such award will be made, or all bids rejected, within sixty (60) calendar days after the opening of the bids.

Unless all bids are rejected, the contract will be awarded to the responsible bidder submitting the lowest total amount, as accepted by the University of Maryland Baltimore County.

In the case of bids containing multiple bid items, the correct summation of the correct products, obtained by multiplying the estimated quantities by the unit bid prices entered therein, together with lump sum bid prices, will be considered as the total amount bid. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern.

20. **MARYLAND SALES TAX**

a. Attention of all prospective bidders is directed to the fact that the University is tax-exempt from all sales taxes under this contract.

b. Contractors are obligated to pay Maryland State sales tax on all materials purchased for work under this contract.

21. **SUBSTITUTION**

a. It is the prime intent of these specifications and/or schedule to define the requirements as to the quality of material, finish and overall workmanship.

b. The manufacturer's name, trade name, product descriptions and/or catalog numbers listed in this specification are for information and not intended to limit competition. The bidder may offer any brand which meets or exceeds these requirements. **If bids are based on an equivalent product, indicate on the solicitation form the manufacturer's name and number.**
c. The bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered as exception thereto. The State reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand shall be received and considered incomplete or non-responsive.

22. LIABILITY INSURANCE

a. The contractor and its subcontractors shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts, U.S. Longshoreman's and Harbor Workers' Compensation Act, and the Federal Employers Liability Act by coverage with insurance companies or by methods acceptable to the State Insurance Commissioner and by no other method, for damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

b. He shall protect himself, the University, and the State of Maryland from any claims for Bodily Injury, Liability, and Property Damage Liability.

c. The limits for Bodily Injury Liability shall be not less than $2,500,000/$5,000,000, that is $2,500,000 is the limit for injury to any one person, and $5,000,000 is the limit for injury to more than one person in any accident. The limit for Property Damage Liability shall be $1,000,000 per accident and $3,000,000 aggregate.

d. The above policies for Bodily Injury and Property Damage Liability Insurance shall be so written as to include Contingent Bodily Injury and Property Damage Liability Insurance to protect the Contractor against claims from the operations of subcontractors.

e. Certificates of the contractor's insurance containing evidence of the Hold Harmless Clause protecting the University and the State of Maryland shall be filed with the procurement officer and shall be subject to his approval for adequacy of protection. No work shall be started at the site until appropriate certificates of insurance are filed with and approved by the procurement officer.
23. **PERFORMANCE BOND**

On all projects where the base bid price exceeds $50,000, the successful bidder will be required to furnish a performance bond in a form and by a surety company approved by the State of Maryland. The bond must be in the amount of 100% of the contract price.

24. **PROPOSAL FORM**

a. The contractor's attention is directed to the bottom section of the formal proposal sheet marked "This space to be filled in by bidder". It is the contractor's responsibility to fill in all blanks in this area.

b. Contractor is also directed to fill in the section "Terms". If this item is left blank, the contractor assumes that if his invoices are paid within 30 days the State will automatically take a 2% discount.
II. PRE-QUALIFICATIONS

1. **Product Manufacturer**

   a. Products used in the work of this project shall be produced by manufacturers regularly engaged in the manufacture of fluid applied roof membrane systems, and with a history of successful production and installation acceptable to the University.

   b. Manufacturer of roof coating shall have active involvement in coating production for at least 10 years and shall have a minimum of one million square feet of roof coating in place and under warranty.

   c. Each manufacturer of components used in this insulation/membrane roof system shall approve and certify in writing the compatibility of all products of other manufacturers used in this roof system.

2. **Contractor**

   a. The Contractor to whom this contract is awarded must have a minimum of five (5) years full time experience in the application of sprayed in place polyurethane foam roof insulation and fluid applied roof coatings. Contractor shall have previous experience with the system specified. The Contractor shall also have a minimum of 50,000 square feet of the roof system to be installed under this Contract "in place" prior to the bid date. This will also apply to any alternate or substitute systems.

   b. Contractor shall possess a working knowledge of the fluid applied roofing trade and have skilled workmen to produce a neat, satisfactory, watertight, workmanlike installation to the satisfaction of the University of Maryland Baltimore County Campus, Physical Plant Department, and to the material manufacturer for guarantee purposes.

   c. Upon request, prior to contract award the Contractor shall submit to the University a list of the five (5) previous jobs or projects performed by the Contractor's organization or company which are warranted by the material manufacturer.
d. List shall contain the following:

1. Name of company work was performed for.
2. Amount of contract.
3. Name of contract or work performed.
4. Name and telephone number of individual issuing job specifications

e. **ALL BIDDERS SHALL SUBMIT A COPY OF THE PROPOSED 10 YEAR GUARANTEE. MARK COPY "SAMPLE."**

f. Contractor awarded this project **must** be licensed and approved by the material manufacturer for application of the approved products. Contractor will be required to submit this approval in writing to the University prior to start of the project.
III. INTENT OF THE CONTRACT

1. Intent

a. The intent of this contract is as follows;

- Remove composition flashing at all parapet walls.
- Contractor shall cut composition flashing above cant strip and remove up to existing metal coping.
- Remove all gravel from main roof levels, lower entrance roof and all stairwell roofs.
- Thoroughly Aqua-Vac all roof areas prior to any application of foam roofing system products. (Gravel removal plus dust and dirt removal.)
- After thorough cleaning of all roof surfaces, all roofs shall receive a primer coating (100% coverage).
- Apply sprayed in place polyurethane foam, slope 4" to 2" minimum at drains to obtain proper drainage.
- Apply foam up the parapet walls 8" at low parapet, 12" at high parapets.
- Apply any necessary foam for water drainage.
- Provide new .032 gauge aluminum scupper boxes at existing scupper locations.
- Apply 40 mils total coverage of elastomeric coating to roof surfaces and parapet walls. (20 mils base coat/20 mils top coat) Apply roof granules per specifications.
- Provide new cap flashing at lower front entrance roof.
- Provide all necessary clean up after roof work is complete.

b. All special application requirements of the material manufacturer and all applicable rules and regulations of local, state, and federal authorities having jurisdiction shall prevail and be observed.

c. Special consideration must be taken to provide positive drainage of water from roof surface. No ponding of water will be accepted (1/2" maximum). Contractor is to note that additional foam sloped from 4" down to 2" will be necessary for water drainage.
d. Contractor shall comply with all rules and regulations set forth by the Urethane Foam Contractors Association and the material manufacturer.

Bidder shall supply unit prices as outlined.

Note: Total square footage under this Contract is approximately 26,230 square feet.
IV. PROTECTION AND CLEANING

a. Before applying new materials, care shall be taken to protect all surfaces with which roofing materials may come in contact. Damaged items shall be replaced by the contractor, to the satisfaction of the University without additional cost to the University.

b. Access to and from the roof work area by the contractor's workmen will be via the contractor's exterior ladder.

c. Clean all metal work upon completion of the project.

d. Prior to the start of any gravel removal, all drains shall be capped to prevent gravel from entering the drain system. Any drains plugged by roof debris will become the contractor's responsibility for cleaning and clearing.

e. All excess roofing materials and debris and all of the contractor's equipment shall be removed or disposed of off the site upon completion of this work.

f. Surrounding areas of the building shall be kept clean of roofing materials or roofing debris at all times.

g. Contractor shall strictly adhere to the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA). Rules and regulations pertaining to "Safety and Health Regulations for Construction" as may apply to this project.
V. CONSTRUCTION CONDITIONS

1. Building Occupancy

   a. The building will be occupied during the duration of the work outlined. All work shall be performed in such a manner as to not interfere with the normal use of the building. (Contractor must notify Physical Plant representative prior to application of primer.)

   b. Under no circumstances shall any driveway, access road or walkway be blocked by the Contractor's vehicles to prohibit use of, or disruption to pedestrian or vehicular traffic to the buildings. (Coordinate with Physical Plant representative).

   c. All roadways and walkways shall be kept clean and clear of materials and debris at all times.

2. Authority

   a. The University of Maryland, their duly authorized representative and the Department of General Services Inspector shall have the right to inspect all work and materials in the field, to stop the work for non-compliance with the specifications and unsafe working conditions and to take samples of any materials at the site. They shall be the sole judge of the work and materials in the field as to compliance with the specifications.

   b. It will be necessary to take slit samples of the new roofing, the taking of the samples and repair of the areas shall be the Contractor's responsibility and shall be done with the owner and coating manufacturer's representative present.

3. Intent of Sketches and Specifications

   a. It is the intent of the sketches and specifications to indicate all work required of the contractor to provide a complete finished job with total re-roofing success.

   b. The sketches and specifications are meant to be an aid to the Contractor for locating and estimating the work involved. The owner, however, does not guarantee the accuracy or completeness of this information and the Contractor is directed to visit the site and make his own investigation to determine all field conditions, quantities and dimensions for his own benefit before
submitting his bid proposal. No allowance shall be made after bids have been submitted for items related to quantities, dimensions or job conditions.

4. **Bidder's Responsibility In Pre-Bid Period**

a. The bidder shall visit the job site and familiarize himself with all existing conditions that would affect the orderly and workmanshiplay completion of this contract.

b. The bidder shall visually examine the existing construction at the areas of proposed work and take exact dimensions for use in preparing his bid. Dimensions shown on drawings are approximate only.

c. **Prior to visiting the job site,** the bidder shall contact the office of person designated. When arriving at the job site, the bidder shall report to the person designated to arrange for someone to accompany the bidder to the building roof.

d. During the pre-bid period, bidders shall notify the University in writing regarding any matter that he feels would affect the bidding or satisfactory completion of the project, otherwise it will be understood that the drawings, specifications and existing conditions are completely understood and acceptable to the bidder; and, if any later questions or need for interpretations arise, the University will reply to such questions or interpretations and the Contractor agrees to abide by the University decision.

5. **Building Protection from Water Infiltration**

a. The building in this contract shall be kept in a watertight condition throughout the execution of all work on this contract. **At no time or for any reason shall any roof surface in this contract be left open to the damages caused by water infiltration or other elements.** Any damages to the building or its interior during the execution of the work specified in this contract, shall be corrected by the Contractor to the satisfaction of the University at no cost to the owner.

6. **Weather Conditions Suitable For Roofing Work Applications**

a. The roofing work to include the complete installation of urethane foam insulation and fluid applied roof coating shall be completed when weather conditions are suitable for proper application and in accordance with product manufacturer's specifications.
b. All surfaces must be dry and completely free of all foreign materials, snow, ice, water, dew, frost or any other conditions which would interfere with adhesion and the application process. No roofing shall be started in the presence of precipitation. Precipitation is defined to include hail, mist, rain, sleet, and snow.

c. After a period of precipitation of any duration, the University will confer with the Contractor to make the determination of the time to be allowed for drying-out before roofing work will be allowed to continue. If water caused by precipitation ponds on the surface of the deck or roofing, it shall not be allowed to remain ponded for a period to exceed one day. It shall be the Contractor's responsibility to remove the ponded water during or immediately after the specified one day period.

d. No roofing shall be done below 40 degrees F. ambient temperature.

e. Application of foam roofing will only be allowed when all of the following are assured:

1. Dry weather during installation and no rain anticipated within four (4) hours after coating or foam installation at 72 degrees Fahrenheit, (22 degrees C), 50% Relative Humidity.

(Colder temperatures or lower humidity will slow curing process, resulting in longer times before rain resistance is achieved.)

2. Surface temperature above 40 degrees F. (4.4 degrees C.) and lower than 110 degrees F. (44 degrees C.)

7. Material Removal (If wet insulation is encountered).

a. Contractor shall provide a method, to be approved by the University, before work starts, for transporting removed materials from the roof to ground level. Approved methods will be by totally enclosed chute or by elevator, hoist or crane with containers. Under no circumstances shall removed materials be dropped or thrown from the roof in a free fall.
VI. CONTRACTOR REQUIREMENTS

1. Roofing Contractor
   a. The roofing contractor for this project shall be considered the prime contractor.
   b. The roofing contractor shall have not less than five (5) years experience in the application of sprayed-in-place polyurethane foam roof insulation and fluid applied roof coatings.
   c. Contractor shall have a contractual agreement with and must be licensed by the manufacturer of the foam roof coating.
   d. A current letter (not over 4 months old) stating approval and licensing from the system manufacturer shall be presented to the University by the roofing contractor before a contract will be awarded.

2. Pre-Roofing Conference
   a. The University and contractor shall hold a pre-roofing conference at the job site at least 15 days before the start of the work. The University will direct the conference.
   b. Attendance shall be mandatory for: roofing contractor's representative, superintendent, and field foreman and representative of the roofing materials manufacturer.
   c. The University will discuss any unusual job characteristics, equipment to be used, the proposed roofing system, including insulation, flashings, attaining proper adhesion, sequencing, traffic control, protection of the roof during and after application, available areas for storage of materials and other aspects of workmanship and quality control. Also, identification of any and all sub-contractors.
   d. At this conference, the roofing contractor shall present to the University for approval a time schedule that he proposes to follow for his work. This schedule shall indicate areas of work and proposed dates to start work and to complete work at each area. The contractor shall then be expected to strictly adhere to this schedule. It is understood that improper weather conditions for roofing work may arise which will cause
unavoidable delays. The contractor shall immediately resume work when the conditions improve and when agreed to by the University. Each time that such weather-related delays total up to five (5) complete working days, the contractor shall revise his time schedule and notify the University.

e. The contractor shall notify the University 48 hours prior to the start of the actual roofing mobilization so that traffic problems in this area can be coordinated with the campus Police Department.
VII. TEMPORARY WORK, CONSTRUCTION AND WORK CONDITIONS

1. Scope

a. The work under this contract includes all necessary temporary items required in good safe construction practice and administration of the project.

b. All temporary work shall be removed by time of final acceptance of the project.

2. Protection of Adjacent Facilities and Property

a. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the University property from injury or loss arising in connection with this contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the University. He shall adequately protect adjacent property as provided by law and the contract documents.

b. Use no permanent tree for attachment of any ropes or derricks. Replace and put in good condition every public way and private way, or things injured in carrying out this contract, unless the same shall be permanently done away with by order of the University.

c. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as scaffolding, falling materials, and overhead work.

d. In any emergency affecting the safety of life, or of the work, or of the adjoining property, the Contractor without special instruction or authorization is hereby permitted to act, at his discretion, to prevent such threatened loss or injury. However, if he is specifically instructed by proper authority he shall so act, without appeal. Any compensation claimed by the Contractor on account of emergency work shall be only authorized by the University representative.

e. Contractor must take every precaution to prevent leakage of water into the building at anytime during the project, due to his operations.
3. **Safety Precautions**

   a. See paragraph "C" in Section "2" above for guard rails, night lighting, signs of warning, etc. Safety on the job is the sole responsibility of the Contractor.

   b. Post "No Smoking" signs in application area during and for a minimum of four (4) hours following the application period.

4. **Lifting Devices For Materials**

   a. Supply any and all cranes, lifts, hoists, etc., for the proper and efficient movement of all materials. All shall be provided with proper guys, bracing, safety devices, etc., as required by law and/or good practices.

5. **Ladders**

   a. Provide any ladders necessary for safe access to and about the work area.

6. **Scaffolds**

   a. Provide, if necessary, substantially constructed scaffolds at proper heights and of appropriate strength and size to accommodate the work intended.

7. **Protection Of Work, Storage And Transportation of Materials**

   a. Waterproof shelter must be provided for storage of materials subject to spoilage.

   b. Materials shall be so crated, packed, packaged, blocked and otherwise protected during transport and handling as to prevent damage.

   c. Pallets of materials may not be stored on the roof surface during this project. Pallets of materials may be stored in a designated area on the ground adjacent to the building.

   d. **Protection of Work in Place:** Provide necessary protection of completed work to prevent damage of water infiltration.
e. Contractor shall be aware of prevailing winds when spray application of foam or roof coating is in process.

f. Contractor shall take any precautions necessary to prevent overspray.

g. Any damage incurred to the University or to private property that is caused as a result of the spraying operations will be the responsibility of the Contractor. Any damages incurred shall be corrected by the Contractor at no cost to the owner. Damages shall be corrected to the owner's specifications.

8. Temporary Water and Electric Service

a. Under this contract it will be the contractor's responsibility to supply a mobile generator for his necessary electrical requirements during work at the jobsite. Consideration must be taken to supply a generator with quiet operation since classes will be in session during this work.

9. Clearing and Cleaning Up

a. The contractor shall at all times keep the premises free from accumulations of waste material and rubbish. At the completion of the work, he shall remove from and about building all his tools, scaffolding and surplus materials and shall leave the work and adjacent area completely clean.
VIII. ROOFING SYSTEM COMPONENTS

1. Products - General

   a. For the purpose of establishing quality of required materials, the published specifications of Futura Coating, Inc., St. Louis, Missouri have been referenced. These specifications have been made more specific and have been modified. The specification in no way shall be construed as limiting competition. Products of other manufacturers may be substituted as "equal" to the specified products, but when "equals" are bid, a letter of justification must be presented with the bid outlining the particular reasons why the "equal" product meets or exceeds the specified products. The final review, evaluation and decision of the University will be final.

2. Material Certification

   a. Prior to ordering materials the contractor shall submit written certification by the manufacturer to the University that materials proposed for use comply with the specifications.

   b. The University reserves the right to inspect materials proposed for use. Materials not complying with the specifications will be rejected, and the rejected materials must immediately be removed from the site at the contractor's expense.

3. Manufacturer of Materials

   a. The manufacturer of the materials utilized under this project shall be a firm with not less than ten (10) years experience in the manufacturing of fluid applied roof coatings for use in the protection of sprayed-in-place polyurethane foam roof insulation.

4. Samples of Materials

   a. Before proceeding with the work, samples of all roofing materials to be used on this project shall be submitted by the contractor to the University for approval. A letter of transmittal shall accompany the submission listing in detail all items submitted.
5. **Handling and Storage of Materials**

a. All roofing materials shall be delivered to the jobsite in the manufacturer's original unopened containers. If roofing materials arrive in tanker trucks, a copy of the delivery slip showing contents of materials shall be furnished to the University, along with a written signed affidavit from the contractor verifying the truck's contents.

b. Store all materials in the manner recommended by the manufacturer. Protect from contact with soil, exposure to sunlight, and contents of sealed drums from contact with atmospheric moisture. Temperature sensitive materials shall be stored in a manner which assures that the acceptable heat range is not breached.

c. Contaminated materials will be removed from the job site immediately and be replaced with new materials.

6. **Urethane Foam Primer**

a. Shall be Futura Coatings, Inc. #401 Bonding Primer or equal as produced by other coating manufacturers.

b. Shall be applied with 100% coverage, spot priming will not be allowed. (Apply per manufacturer's specifications).

c. Shall be approved by and compatible with the foam utilized.

7. **Polyurethane Insulating Foam**

a. Provide components and equipment to foam in place insulation with the following minimum properties. Foam shall be two (2) component, rigid, and fully adhered to the primed substrates.

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density</td>
<td>2.5 to 3.5 lb.per cubic ft.</td>
</tr>
<tr>
<td>Closed cell content</td>
<td>93% - 90% minimum</td>
</tr>
<tr>
<td>K Factor</td>
<td>.16</td>
</tr>
<tr>
<td>Water absorption, sq.ft.</td>
<td>.02</td>
</tr>
<tr>
<td>Compressive strength</td>
<td>40 p.s.i.</td>
</tr>
<tr>
<td>Flame spread</td>
<td>75</td>
</tr>
</tbody>
</table>

Foam shall be slow rise - I.P.I. 0558, 0658, 1070, Stephan Foam #RS-9300 Series Foam Enterprise systems or approved equal.

Foam and coating shall provide U.L. 790 Class "A" system.
8. **Fluid Applied Roof Coating Membrane**

a. Roof coating membrane shall be two application elastomeric coating with 40 mil total application. (20 mils Futura 5600 and 20 mils Futura 5625).

b. Membrane shall be single component urethane. Urethane must be moisture initiated. Coating must not generate CO2 gas during its curing process. Membrane must have characteristic to be recoated at a future date without complete removal. Membrane must be applied with single component spray equipment. Coating shall be Futura Coatings #5600 and 5625 or equal as justified by the bidder and approved by the University. Color shall be gray.

c. Equal coating membranes must meet or exceed limits established by the coating properties shown below.

d. Roof coating membrane must meet or exceed the following specifications:

<table>
<thead>
<tr>
<th><strong>Coating Properties</strong></th>
<th><strong>Base Coat #5600</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tensile Strength</td>
<td>ASTM - D - 412</td>
</tr>
<tr>
<td></td>
<td>1225 PSI + or - 50</td>
</tr>
<tr>
<td>Elongation</td>
<td>ASTM - D - 412</td>
</tr>
<tr>
<td></td>
<td>310% + or - 25%</td>
</tr>
<tr>
<td>Volumetric Solids</td>
<td>ASTM - D - 2240</td>
</tr>
<tr>
<td></td>
<td>80% + or - 1%</td>
</tr>
<tr>
<td>Hardness</td>
<td>Shore A</td>
</tr>
<tr>
<td></td>
<td>70 + or - 5</td>
</tr>
<tr>
<td>Permeability</td>
<td>ASTM - E - 96</td>
</tr>
<tr>
<td></td>
<td>.52 Perms</td>
</tr>
<tr>
<td>Fire Resistance</td>
<td>ASTM - E - 108</td>
</tr>
<tr>
<td></td>
<td>Class &quot;A&quot; System as specified and passed by UL. Rating 790</td>
</tr>
<tr>
<td>Water Absorption</td>
<td>ASTM - D - 471</td>
</tr>
<tr>
<td></td>
<td>1.5% Max.</td>
</tr>
<tr>
<td>Color</td>
<td>Gray</td>
</tr>
<tr>
<td>Thickness</td>
<td>20 Mils Minimum</td>
</tr>
<tr>
<td>Surface Texture</td>
<td>Smooth</td>
</tr>
</tbody>
</table>
d. Roof coating membrane must meet or exceed the following specifications: (continued)

<table>
<thead>
<tr>
<th>Coating Properties</th>
<th>(Top Coat #5625)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tensile strength</td>
<td>ASTM - D - 412</td>
</tr>
<tr>
<td>Elongation</td>
<td>ASTM - D - 412</td>
</tr>
<tr>
<td>Volumetric Solids</td>
<td>ASTM - D - 1353</td>
</tr>
<tr>
<td>Hardness</td>
<td>ASTM - D - 2240</td>
</tr>
<tr>
<td>Permeability</td>
<td>ASTM - E - 96</td>
</tr>
<tr>
<td>Fire Resistance</td>
<td>ASTM - E - 108</td>
</tr>
<tr>
<td>Water Absorption</td>
<td>ASTM - D - 471</td>
</tr>
<tr>
<td>Color</td>
<td>Gray</td>
</tr>
<tr>
<td>Thickness</td>
<td>40 Mils Total</td>
</tr>
<tr>
<td>Surface Texture</td>
<td>Smooth</td>
</tr>
</tbody>
</table>

e. Interface

1. The merger of the roof coating membrane with other materials shall be the Contractor's responsibility and shall be modified in thickness or other characteristics such that weathering, wear and tear, ultraviolet resistance or a combination of the above is assured for the warranty and guarantee life of the membrane. This shall include, but is not limited to flashings, equipment curbs, roof drains and coated masonry.

9. Vents

a. Contractor shall install roof vents in the new foam roofing system.

b. Vents shall be aluminum or plastic construction, foamed in place and coated.

c. Vents shall be Lexsuco O.W.V. Roof Vent as manufactured by B. F. Goodrich, Akron, Ohio, or approved equal.
d. Vent specifications shall be presented to the University at the pre-construction meeting.

e. Vents shall be spaced to a maximum of 25 feet on centers.

10. **Slit Samples**

   a. After complete installation and proper curing of all roof system components, the Contractor shall take, at the University's direction, a minimum of three (3) slit samples per roof area.

   b. Slit samples are to be laboratory analyzed by the coating manufacturer for proper mil thickness and adhesion.

   c. Written certification from the material manufacturer for proper mil thickness shall be submitted with the roof guarantee.

11. **Roof Granules**

   a. Contractor shall supply roof granules for the entire roof surface.

   b. Roof Granules shall be #11 Roof Granules.

   c. Granules to be installed by use of an air pressurized sand blast pot. (No hand broadcasting of granules will be accepted.)

   d. Color of Granules to be white or gray.

   e. Granules to be installed at the rate of 40-50 lbs. per 100 square foot area of roof.
X. FLUID APPLIED ROOFING SYSTEM EXECUTION

1. **Scope**

   a. Furnish all labor, materials, equipment, accessories, tools, and services necessary for the proper preparation and installation of a sprayed-in-place polyurethane foam insulated fluid applied elastomeric roof system over the building's existing built-up roof.

   b. Prepare roof and other areas in complete accordance with foam and membrane manufacturer's requirements. If there is a difference between the requirements of these specifications and manufacturer's recommendations, contractor shall comply with the more stringent.

   c. Work under this section shall include, but is not limited to the following:

1. **Surface Preparation** - All loose gravel shall be removed by Aqua-Vac system. Following removal of the gravel from the roof deck, the entire area shall be further cleaned by air blasting with compressed air or utilizing gasoline powered air blowers. Care shall be taken to protect the exterior of the building, pedestrians, and all equipment in the gravel removal process.

2. **Removal of Damaged Felts** - All existing deteriorated felts shall be cut out and removed. Fish mouths, blisters, and/or ridges shall be cut, securely fastened and foamed, if the roof insulation beneath those areas does not require removal.

3. **Removal of Wet or Otherwise Damaged Insulation** - Areas of wet insulation shall be as noted on the roof plan. Contractor shall remove these designated areas down to the vapor barrier, taking care not to cause damage. After wet insulation is removed, area shall be dried and cleaned thoroughly. *(Note: See pricing sheet - supply unit price #2).*

Contractors are directed to supply the following unit price. This unit price will be used in the event any extra work is necessary.
2. **Application of Primer for Polyurethane Foam**

   a. **Masking and Protection:** Provide positive protection for all adjacent surfaces, including roof mounted equipment, from potential primer overspray. Tape and protect all existing stainless steel flashings, grilles, doors, windows, and other adjacent fixtures.

   b. **Weather Conditions:** Temperature shall be at least 40 degrees F. Wind speed shall not be in excess of 10 MPH. Windscreens are to be utilized only with University approval if the wind speed exceeds 10 MPH.

   c. **Surface Conditions:** Surface to which primer is applied shall be clean, dry, and structurally sound.

   d. **Application of Primers:** Apply all primers in strict accordance with the written instructions of the primer manufacturer. All primers shall be compatible with the foam and with the entire roofing system and shall have prior approval from the foam manufacturer.

   e. **NOTE:** Commencement of spray operations for primer shall constitute the explicit, complete acceptability of the surface for the specified foam and membrane.

   f. **NOTE:** Notify Physical Plant representative prior to spraying primer so building air system can be shut down.

3. **Application of Polyurethane Insulating Foam**

   a. **Preparation:** Prior to the application of foam, after all priming is complete, work area shall be air blasted for a final time prior to foam application.

   b. **Masking and Protection:** Provide positive protection for all adjacent surfaces, including roof-mounted equipment, from potential foam overspray.

   c. **Weather Conditions:** Strictly adhere to the written recommendations of the foam manufacturer regarding weather conditions suitable for foam application. If not otherwise specified by the foam manufacturer, the following conditions must be met:

      1. The deck temperature must be 50 degrees F. (1-degrees C.), minimum and rising, air temperature 40 degrees F. (4.4 degrees C.)
2. The humidity shall not be higher than 80%.

3. The wind velocity shall not be higher than 10 mph, unless overspray screens are used, and even then shall not be sufficient velocity to negatively affect the smoothness of the foam.

d. **Surface Conditions:** All substrates to receive the foam shall be clean, dry air blasted and structurally sound.

e. **Smoothness of Foam Surface:** As defined by the Urethane Foam Contractors Association, only smooth, verge of popcorn or slight orange peel surfaces shall be acceptable. Surfaces defined as orange peel, popcorn or tree bark shall not be acceptable, and the Applicator will be required to remove or plane such surfaces and apply additional foam to an acceptable texture.

f. **Foam Density:** In-place density of the polyurethane foam shall be from 2.5 to 3.5 pounds core density and shall exhibit a minimum compressive strength parallel to rise of 40 p.s.i. minimum.

g. **Application of Polyurethane Foam:** Apply polyurethane foam in strict accordance with the written instructions of the manufacturer:

1. Foam shall be applied by a qualified applicator from 4" maximum to a minimum thickness of 2" at drain sumps and built up as depicted on roof diagram to promote good water drainage. Foam shall be applied in such a manner to divert and drain all water to the existing roof drains or scuppers. (See attached diagram).

2. All equipment for application of the foam must be recommended or approved by the manufacturer of the foam materials. The spray gun shall be the self-cleaning type or solvent flushed.

3. Foam shall be applied to the desired final thickness in one day's operation.

4. "IMPORTANT" APPLY NO MORE FOAM THAN CAN BE PROTECTED AND COATED FROM MOISTURE IN A 24-HOUR PERIOD. Any foam left unprotected for more than 24 hours will require 100% re-priming prior to additional foaming or coating. This also applies to sun exposure.
5. Apply foam in minimum lifts of 1/2" until the specified thickness is attained. Prior to foam application the contractor shall confer with the University's representative to discuss method used for applying added foam for drainage. (No feathering of foam will be accepted.)

6. The finished foam surface shall be free of voids, crevices and blowholes. Any imperfections shall be corrected by the contractor.

7. Allow applied foam to cure a minimum of two (2) hours prior to applying coatings.

4. **Roof Coating Membrane Application**

   a. After insulating foam installation is completed to the desired thickness, the contractor and University's representative shall inspect all surfaces for cleanliness, drainage, moisture, and foam adhesion for the eventual warranty and guarantee of the roof.

   b. All surfaces shall be dry and smooth. Any defects noted shall be corrected by the Contractor prior to coating membrane application.

   c. Commencement of coating membrane application shall constitute the contractor's acceptance of the foam surface to receive the membrane.

   d. Contractor's qualified applicator shall then apply the membrane material with airless spray in two passes at proper ratio to achieve a dry film thickness of 40 mils.

   e. After complete installation of coating and proper curing, contractor and the University's representative shall inspect all areas for the following:

      1. Proper adhesion of membrane.

      2. Sags, runs and all other irregularities and imperfections.

      3. Proper coverage.

      4. Pinholes, blow holes or any visible breach in coating.
5. Extension of coating beyond foam at parapet, roof-mounted equipment, and any other areas designated so as to achieve a uniform water-proof installation.

6. Blisters or other membrane separations.

7. Condensation or moisture below the membrane.

f. Avoid sags, runs and other imperfections in the coating process.

g. After coating has been applied, allow 24 hours for curing before admitting any foot traffic to the surface.

h. After curing, total roof area shall be inspected for any imperfections previously mentioned. Any problem areas shall immediately be corrected by the contractor.

6. Clean-Up

a. Upon completion of the work, remove all construction debris and excess materials from the job site.

b. Clean stains from adjacent surfaces with solvent or other cleaning media, as recommended by the various manufacturers. Remove foreign matter from finished coating surfaces.
XI. LOWER ROOF

1. Lower roof over building lobby shall be addressed as follows:
   a. Contractor shall remove existing metal counterflashing at brick side walls.
   b. Composition flashing at this area shall be cut and removed.
   c. Foam shall then be applied and coated up to the counterflashing receiver.
   d. Existing counterflashing shall be re-installed.

2. a. At perimeter walls, the Contractor shall cut and remove the existing composition wall flashings.
   b. Foam shall be applied and coated.
   c. Contractor shall provide new aluminum .032 mill finish coping at location noted on roof plan.

3. At the front edge of the lobby roof, at the existing gravel stop, the Contractor shall spud the existing surface a minimum of 6" in width to obtain a smooth surface. Contractor shall then attach with screws a double pressure treated 2 x 4 laid flat on the roof surface. Contractor shall then install a new gravel stop on the 2 x 4 surface which overlays the face of the existing gravel stop. New metal shall be minimum .032 aluminum. New extended gravel stop shall have a lockstrip installed where it attaches to the existing gravel stop.

(See Diagram on Next Page)
EXISTING ROOF SURFACE

TREATED 2X4

EXTEND FOAM TO THIS EDGE

CUT "V" GROOVE & CAULK

NEW FOAM STOP

SPUD EXIST. ROOF
XII. ROOF DRAINAGE

1. **Scope**

   a. Contractor shall insure that there is positive water drainage to roof drains.

   b. No water (1/2" maximum depth) will be allowed to pond on the building roof. Small puddles/birdbaths which will evaporate in 24 hours will be acceptable, but large areas of ponded water will not be permitted.

   c. The Contractor is to insure that rainwater will be diverted to the existing roof drains or gutters.
XIII. GUARANTEE

1. Scope

a. The Contractor shall provide in writing to the University a joint manufacturer/applicator guarantee covering material and labor for any corrections to the foam and fluid applied roof coating.

b. Guarantee period shall be ten-year standard guarantee.

c. Guarantee shall cover both labor and materials if failure should occur.

d. Guarantee shall begin upon the accepted completion of the project.

e. Guarantee shall also provide for annual physical inspections of the roof surface.

f. Slit samples shall be taken jointly by the Contractor and the coating manufacturer's representative. These samples shall be laboratory analyzed to verify proper coating mileage and certified via a letter with the guarantee.
PRICING SHEET

Re-roofing Patapsco Hall Building with Sprayed-in-Place Polyurethane Foam and Elastomeric Coating

BASE BID $______________ (26,230 sq. ft. of roof area)

UNIT PRICE #1 $______________ (Cost to supply 2" of foam 40 mils coating to 1 square foot of area)

UNIT PRICE #2 $______________ (Cost to remove one square foot of wet roofing and insulation - if encountered)
ROOF PLAN

MATCH LINE
AA

remove counter flashing
and save for
re-installation

provide new aluminum coping
GENERAL

CONDITIONS
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STATE OF MARYLAND
UNIVERSITY OF MARYLAND BALTIMORE COUNTY
GENERAL CONDITIONS OF THE CONTRACT BETWEEN
THE UNIVERSITY AND THE CONTRACTOR

1.0 DEFINITIONS & RESPONSIBILITIES

1.1 DEFINITIONS

A. Approved Equal - Those supplies or services, or compatible items of construction whose quality, design or performance characteristics are functionally equal or superior to an item specified.

B. The Architect - A person registered in the State of Maryland to practice architecture and commissioned by the State to prepare the contract documents for the designated project. Whenever the contract documents are prepared by a registered engineer in independent practice, and no architect is employed, all reference to the architect shall be construed to refer to the engineer.

C. Change Order - A written order signed by the responsible Procurement Officer, directing a Contractor to make changes which the changes clause of a contract authorizes the Procurement Officer to order with or without the consent of the Contractor.

D. Contract - The written agreement executed between the University and the successful bidder, covering the performance of the work and furnishing of labor, services, equipment and materials, by which the Contractor is bound to perform the work and furnish the labor, services, equipment and materials, and by which the University is obligated to compensate him therefor at the mutually established and accepted rate or price. The contract shall include the construction bid form, contract forms and bonds, general conditions, specifications, addenda, supplemental specifications, all special provisions, all technical provisions, all plans and notice to proceed, also any written change orders and supplemental agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof. (Said documents are sometimes referred to as the "contract documents").

E. The Contractor - The person or organization having direct contractual relation with the University for the execution of the "Work". If the Contractor hereunder is
comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

F. Contract Time and Completion Date - The number of working or calendar days shown in the construction bid form indicating the time allowed for the completion of the work contemplated in the contract. In case a calendar date of completion is shown in the construction bid form, in lieu of the number of working or calendar days, such work shall be completed on or before that date.

G. Critical Path Method (CPM) - A scheduling/management tool showing a network of work elements or activities for a construction project.

H. Day - means calendar day unless otherwise designated.

I. Notice to Proceed - A written notice to the Contractor of the date on or before which he shall begin the prosecution of the work to be done under the contract.

J. Payment Bond - The security in the form approved by the University and executed by the Contractor and his surety, and paid for by the Contractor as a guarantee that the contractor will pay in full all his bills and accounts for materials and labor used in the construction of the work, as provided by law.

K. Performance Bond - The security in the form approved by the University and executed by the Contractor and his surety, and paid for by the Contractor, guaranteeing complete performance of the contract.

L. Plans - The official drawings issued by the University as part of the contract documents, including those incorporated in the contract documents by reference.

M. Procurement Officer - The person authorized by the University in accordance with law or regulations to formulate, enter into or administer contracts or make determinations or findings with respect into them. The procurement officer for this contract is identified under "Issuing Office". The Procurement Officer may designate a University Representative to this project. He will be identified at the job initiation conference.

N. Repair - Where used in these contract document, repair shall be taken to mean to restore after injury, deterioration, or wear; to mend, to renovate by such means as appropriate and to supply such materials and
labor as necessary to render the item to be repaired sound, solid, true, plumb, square, even, smooth and fully serviceable. Upon completion of such repair it must be, unless otherwise stated, rendered to such conditions as to present a first class finished work, or in instances where the repaired item serves as a base for additional finish, the repaired work must be such as to permit a first-class finish, to be applied without extra cost to the University. When the work "repair" is used in connection with machinery or mechanical equipment it shall mean, in addition to the above, rendering the equipment completely serviceable and efficient ready for normal use for which it was intended originally.

O. The State - Refers to the State of Maryland as an entity of which the University is a Department. The State acts only through its Board of Public Works. No action or representation is binding upon the State of Maryland unless it is made by, or ratified by, the Board of Public Works.

P. Subcontractor - as employed herein includes only those having a direct contract with the Contractor. It includes one who furnishes material worked to a special design according to the plans and specifications for the "Work", it excludes one who merely finishes material not so worked.

Q. Supplemental Agreement - A written agreement covering added or changed work which is beyond the scope of the contract and the changes clause. A supplemental agreement becomes a part of the contract when approved and properly executed by all parties to the contract.

R. Surety - The corporate body bound with and for the Contractor, for the full and complete performance of the Contract, and for the payment of all debts pertaining to the work.

S. "University" or "University of Maryland" or "Owner" - refers to the University of Maryland, an agency and instrumentality of the State of Maryland. In particular, the "University" refers to the UMBC campus of the University or its authorized representative that issues bid information relative to a particular transaction. If an architect has prepared contract documents some references to the University may be construed to be the architect. The University will define all such cases where it assigns its responsibility to the architect.
T. Work - Work shall be understood to mean the furnishing of all labor, materials, equipment, services, utilities and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed upon the Contractor by the contract.

U. Written Notice - shall be deemed to have been duly served if delivered in person to the individual or to the member of the firm or to an office of the corporation to whom it is intended, or if delivered to or sent by registered mail, to the last business address known to him who gives notice.

1.2 UNIVERSITY'S RESPONSIBILITIES

1.2.1 The University shall furnish all surveys describing the physical characteristics, legal limitations and utility location for the site of the project, and a legal description of the site.

1.2.2 Information or services under the University's control shall be furnished by the University with reasonable promptness to avoid delay in the orderly progress of the Work.

1.2.3 The University shall forward all instructions to the Contractor through the University representative. Verbal instructions will be confirmed in writing.

1.2.4 The foregoing are in addition to other duties and responsibilities of the University enumerated herein and especially those in respect to Work by University or by separate Contractors, payments and completion, and insurance.

1.3 CONTRACTOR'S RESPONSIBILITIES

1.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the contract.

1.3.2 The Contractor shall be responsible to the University for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.
1.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the contract documents either by the activities or duties of the architect in his administration of the contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.

1.3.4 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the contract documents and shall not unreasonably encumber the site with any materials or equipment.

1.3.5 Cutting And Patching of Work:

(1) The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

(2) The Contractor shall not damage or endanger any portion of the Work or the work of the University or any separate Contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the University or any separate Contractor except with the written consent of the University and of such separate Contractor. The Contractor shall not unreasonably withhold from the University or any separate Contractor his consent to cutting or otherwise altering the Work.

1.3.6 The Contractor shall forward all communications to the University Representative, through the architect.

1.3.7 The Contractor shall perform all work in accordance with the lines, grades, typical cross sections, dimensions, and other data required by the contract documents or as modified by written orders, including the furnishing of all materials, services, implements, machinery, equipment, tools, supplies, transportation, labor, and all other items necessary for the satisfactory prosecution and completion of the project in full compliance with the requirements of the contract documents.

1.3.8 Indemnification

(1) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the University and its employees from and against all claims, damages, losses and expense including but not limited to attorney's fees, arising out of or resulting from the performance of the

00700-5
Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself) including the lose of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

(2) In any and all claims against the University or its employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(3) The obligations of the Contractors under this paragraph shall not extend to the liability of the Architect, his agents or employees arising out of (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (ii) the giving of or the failure to give directions or instructions by the architect, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage.

2.0 CONTRACT DOCUMENTS, SHOP DRAWINGS, PRE-QUALIFICATIONS

2.1 CONTRACT DOCUMENTS

2.1.1 The contract documents are complementary. That which is called for any one shall be as binding as if called for by all.

(1) Intent of the documents is to include all Work necessary for proper completion of the project ready for continual efficient operation. It is not intended, however, to include any Work not properly inferable.
(2) Clarification: The Contractor should obtain clarification to all questions which may have arisen as to intent of the contract documents, or any actual conflict between two or more items in the contract documents. Should the Contractor have failed to obtain such clarification, then the University Representative may direct that the Work proceed by any method indicated, specified or required by the contract documents in the interest of maintaining the best construction practice. Such direction by the University Representative shall not constitute the basis for a claim for extra costs by the Contractor. The Contractor acknowledges that he had the opportunity to request clarification prior to submitting his bid to the University and therefore agrees that he is not entitled to claim extra costs as a result of such clarification.

(3) Jargon: Work described in words that have a well-known technical or trade meaning shall be held to refer to such recognized standard use.

(4) Identification: The contract documents shall be signed in duplicate by the University and the Contractor.

2.1.2 Drawings: The Contractor shall do no Work without proper drawings and/or instructions. Drawings are in general drawn to scale, and symbols are used to indicate materials and structural and mechanical requirements. When symbols are used those parts of the drawings are of necessity diagrammatic and it is not possible to indicate all connections, fittings, fastenings, etc. which are required to be furnished for the proper execution of the Work. Diagrammatic indications of piping, duct work and conduit and similar items in the work are subject to field adjustment in order to obtain proper grading, fitting passage over, under or past obstructions, to avoid exposure in finished rooms and unsightly and obstructing conditions. The Contractor shall make these adjustments, at no increased cost to the University.

(1) Copies Furnished: The University will furnish the Contractor without cost, no more than ten (10) copies of drawings and specifications (except those required for bidding purposes) and six copies of each large scale detail or supplemental drawing prepared by the University Representative. Additional copies may be obtained by the Contractor upon payment of the cost of reproduction of the drawings.
(2) Copies At the Site: The Contractor shall keep in the job site office a complete set of all drawings, specifications, shop drawings, schedules, etc., in good order and available to the University Representative.

(3) Ownership: All documents remain the property of the University. They must not be used on other work and they shall be returned to the University upon completion of the Work.

2.1.3 Large Scale Detail Drawings: The University Representative shall furnish, when additional instructions, in the form of large scale developments of the drawings used for bidding, or to amplify the specifications for the proper execution of the Work. These shall be true developments of the bidding documents and reasonably inferable therefrom. The Work shall be executed in conformity therewith.

2.1.4 Dimensions: The Contractor shall carefully check all dimensions prior to execution of the particular Work. Whenever inaccuracies or discrepancies are found, the Contractor shall consult the University Representative prior to any construction or demolition. Should any dimensions be missing, the University Representative will be consulted and supply them prior to execution of the Work. Dimensions for items to be fitted into constructed conditions at the job will be taken and will be the responsibility of the Contractor. The obvious intent of the documents or obvious requirement dictated by conditions existing or being constructed supersedes dimensions or notes which may be conflict therewith. Whenever a stock size manufactured item or piece of equipment is specified by its normal size, it is the responsibility of the Contractor to determine the actual space requirements for setting or entrance to the setting space. No extra will be allowed by reason of Work requiring adjustments in order to accommodate the particular item of equipment.

2.1.5 Whenever new work, building, addition or portions thereof is not accurately located by plan dimensions, the University Representative will supply exact position prior to execution of the Work.

2.2 SHOP DRAWINGS

2.2.1 The Contractor shall submit, for the University's approval, at such time as agreed in the Contractor's schedule, shop drawings, including setting drawings and schedules as required by the University for the Work of
the various trades. These drawings shall be prepared in conformity with the best practice and standards for the trade concerned. Due regard shall be given to speed and economy of fabrication and erection.

2.2.2 All shop drawings must show the name of the project and the University contract number.

2.2.3 Size of Drawings: All shop drawings and details submitted to the University Representative for approval shall be printed on sheets of the same size as the contract drawings prepared by the University. When a standard of a fabricator is of such size to print more that one drawing on a sheet of the size of the construction drawings, this is acceptable. Sheets larger than the construction drawings will not be accepted except when specifically permitted by the University. Shop detail supplied on a sheet of letter size 8-1/2" x 11" is acceptable for schedules and small details.

2.2.4 Items for which shop drawings will be required: Shop drawings shall be required for all items which are specifically fabricated for the Work or when the assembly of several items is required for a working unit. Shop drawings are required for all reinforcing and structural steel, specially made or cut masonry units, miscellaneous metal work, specially made millwork, plaster moulds, or mouldings, marble and slate, special rough hardware and all heating, ventilating, plumbing and electrical items requiring special fabrication or detailed connections including refrigeration, elevators, dumb waiters, laboratory equipment, ducts, etc.

2.2.5 Copies Required: Contractor shall supply two copies for the University, in addition to such copies as the Contractor may desire to be returned for his own use.

2.2.6 Examination and Approval: The University will examine and return shop drawings with reasonable promptness, noting desired corrections, or accepting or rejecting them.

2.2.7 Field Dimensions and Conditions: The University is not responsible for the check of dimensions or existing conditions in the field. This is the sole responsibility of the Contractor.

2.2.8 Resubmission: When the University Representative notes desired corrections, or rejects the drawings, the
Contractor shall resubmit the drawings with corrective changes.

2.2.9 Contractor's Responsibility: Unless the Contractor has, in writing, notified the University to the contrary, at the time of the submission, that the drawings are in conformity with the contract documents and do not involve any change in the contract price or any change which will alter the space within the structure or alter, the nature of the building from that contemplated by the contract documents.

2.2.10 University's Notations: Should the Contractor consider any rejection or University's notation on the shop drawings to cause an increase in the cost of the Work from that required by the contract documents, then the Contractor shall desist from further action relative to the item he questions and shall notify the University, in writing, within five days of the additional or less cost involved. No work shall be executed until the entire matter is clarified and the Contractor is ordered by the University to proceed. Failure of the Contractor to serve written notice as above required shall constitute a waiver of any claim in relation thereto. Similarly, should the University's notation or change involve less Work than is covered by the contract documents, the Contractor shall allow the University an equitable credit resulting from the change in the work.

2.3 PRE-QUALIFICATIONS

2.3.1 The contractor to whom this contract is awarded must have a minimum of five (5) years full time experience in the application and installation of the work to be performed.

2.3.2 The contractor shall possess a working knowledge of the construction trades and have skilled workmen to produce a neat, satisfactory, workmanlike installation to the satisfaction of the University of Maryland Baltimore County Campus, Construction Engineering Department.

2.3.3 Upon request, prior to the contract award the contractor shall submit to the University a list of five (5) previous jobs or projects performed by the Contractor's Company or Organization.

List shall contain the following:

1. Name of company work was performed for.
2. Amount of the contract.
3. Name of the contract or title.
4. Name and telephone number of the individual issuing job specification.

2.3.4 Use of Sub-contractors:

If subcontractors are to be utilized, a subcontractor listing form must be attached to the bid form at the time of the bid, stating the subcontractor's company name and telephone number. Any bids received without this Subcontractor Listing Form designates that the contractor possesses all working knowledge and personnel to perform and complete this project entirely with his own forces.

2.3.5 In the event that subcontractors are necessary to perform work for this project; they must also meet all the pre-qualifications stated above in section 2.3.1, 2.3.2, and 2.3.3.

3.0 SCOPE OF THE WORK

3.1 INTENT OF THE CONTRACT DOCUMENTS

3.1.1 It is the intent of the contract documents to show all of the work necessary to complete the project.

3.2 GENERAL CONDITIONS CONTROLLING

3.2.1 In event of a conflict between these General Conditions and any other provision of the contract documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

3.3 DIFFERING SITE CONDITIONS

3.3.1 The Contractor shall promptly, and before such conditions are disturbed, notify the procurement officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The procurement officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable
adjustment shall be made and the contract shall be modified in writing accordingly.

3.3.2 No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in 3.3.1 above, provided, however, the time prescribed therefor may be extended by the University.

3.3.3 No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

3.4 SITE INVESTIGATION

3.4.1 The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work.

3.4.2 The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials, which shall include the presence of lead or other substances classified by EPA as hazardous materials or controlled substances and the requirements for their removal and disposal, or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site. Including all exploratory work done by the University, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The University assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the University.

3.5 CONDITIONS AFFECTING THE WORK

3.5.1 The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve him
from responsibility for successfully performing the work without additional expense to the University. The Contractor agrees not to place any credence in any understanding or representation concerning conditions made by any University employee or agents prior to the execution of this contract, unless such understanding or representation are expressly stated in the contract.

3.6 CHANGES IN THE WORK

3.6.1 The Procurement Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the state-furnished facilities, equipment, materials, services or site; or directing acceleration in the performance of the work.

3.6.2 Any other written order or an oral order (which terms as used in this paragraph shall include direction, instruction, interpretation or determination from the procurement officer) which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Procurement Officer, written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

3.6.3 Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

3.6.4 If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly. Provided, however, that except for claims based on defective specifications, no claim for any change under (2) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required. And provided further, that in the case of defective specifications for which the University
is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specification.

3.6.5 If the Contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within 30 days after receipt of a written change order under 3.6.1 above or the furnishing of written notice under 3.6.2 above submit to the Procurement Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the University. The statement of claim hereunder may be included in the notice under 3.6.2 above.

3.6.6 No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

3.7 MODIFICATION OF CONTRACT PRICE

3.7.1 When changes in the work require modification of the Contract Price, such modification shall be accomplished as follows:

3.7.2 The Contractor shall promptly submit to the University Representative a fully itemized breakdown of the quantities and price used in computing the value of the requested change along with a detailed explanation and justification for the proposed change regardless of the nature of the change.

3.7.3 For all changes in the Work to be performed by a subcontractor, the Contractor shall furnish the subcontractor's fully itemized breakdown of quantities and prices which shall bear the original signature of a representative of the subcontractor authorized to act for the subcontractor. If requested by the University, proposals from suppliers or other supporting data required to substantiate costs shall be furnished.

3.7.4 Modification of the Contractor Price, when required, shall be determined as follows:

(1) When unit prices are stated in the Contract or have been subsequently agreed upon, by application of such unit prices.

(2) A lump sum price agreed upon by both the University and Contractor.

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(3) If job conditions, or the extent of a nature of the change, or if the University and the Contractor fail to agree upon a lump sum price or the application of unit prices to determine the cost of any proposed change, the Work shall be done on the basis of a Force Account as hereinafter stated under Section 8.2 FORCE ACCOUNT WORK. Under these conditions, the University shall have the right to issue an order for the Work to be performed and the Contractor shall proceed as directed under the provisions of Section 8.2.

(4) If the change involves only a credit, the Contract Price will be reduced by the amount it would have cost the Contractor if the work omitted 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 three percent (3%) for handling.

(5) If the change involves both a credit and a debit, 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.

(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 upon the monetary value of the Work in accordance with the following schedule:

<table>
<thead>
<tr>
<th>COST OF CONTRACT MODIFICATION</th>
<th>COMBINED OVERHEAD AND PROFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $1,000</td>
<td>25%</td>
</tr>
<tr>
<td>$1,001 - $5,000</td>
<td>20%</td>
</tr>
<tr>
<td>$5,001 - $10,000</td>
<td>17%</td>
</tr>
<tr>
<td>$10,001 - $25,000</td>
<td>15%</td>
</tr>
<tr>
<td>Over $25,000</td>
<td>Negotiated but not more than 15%</td>
</tr>
</tbody>
</table>

(7) For work performed by a subcontractor with his own forces, the percentages for combined overhead and profit for a subcontractor will be as stated in paragraph (6) above. On work partly or solely performed by a subcontractor, the Contractor will be allowed eight percent (8%) of the total cost of the subcontractor's labor, materials overhead and profit, including taxes and insurance on labor required by statute.

00700-15
(8) On all changes in the Work defined in Section 3.6, no Contractor, or subcontractor will be allowed any expenses, overhead or profit for employment of another Contractor to perform Work for him.

(9) On all changes in the Work, the Contractor will be reimbursed for his expenditures for Workmen's Compensation Insurance, Social Security, Taxes and Unemployment Compensation Taxes covering persons actually engaged upon the Work and the actual increased cost of bonds.

(10) 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.

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

(12) If the Contractor and the University cannot agree as to the extent the Contract time shall be increased for extra Work or the extent the Contract time shall be reduced for Work omitted by the University, the increase or decrease, as the case may be, shall be in the same proportion of the original contract as the cost of additional Work; including overhead and profit for the amount of the omitted Work; including overhead, would have cost as aforesaid bears to the total contract price.

(13) 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.

(14) The University, shall have authority to make minor changes in the Work not involving extra cost, and not inconsistent with the purposes of the building. Otherwise, except in any emergency endangering life or property, no extra Work or changes to the Work shall be done unless authorized by the University prior to any such Work or changes to the Work being done.

3.7.4 The allowable percentages of cost for overhead and profit are deemed to include, but not be limited to,
the following:

(1) Job supervision and field office expense required by the Contract, expenses for timekeepers, clerks and watchmen, cost of correspondence of any kind, and insurance not specifically mentioned herein, all expenses in connection the maintenance and operation of the field office, use of small tools, and cost of small trucks generally used for transporting either workmen, materials, tools or equipment to job location, and incidental job burdens. No percentage allowances will be made for maintenance or operation of Contractor's regularly established principal office, branch office or similar facilities.

3.8 UNAUTHORIZED WORK

3.8.1 The Contractor shall not be paid for any work not authorized in writing by the University.

4.0 CONTROL OF THE WORK

4.1 AUTHORITY OF THE UNIVERSITY REPRESENTATIVE

4.1.1 The University Representative shall be the initial interpreter of the contract documents. He will furnish with reasonable promptness such clarifications as he may deem necessary for the proper execution of the Work; such clarifications to be consistent with the intent of the contract documents and when in special instances he is authorized by the University so to act, he has authority to stop Work whenever such stoppage may be necessary to insure the proper execution of the contract.

4.2 CONFORMITY WITH CONTRACT REQUIREMENTS

4.2.1 All work performed and all materials furnished shall be in conformity with the contract requirements.

4.2.2 In the event the University Representative finds the materials or the finished product which the materials are used or the work performed are not in complete conformity with the contract requirements and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

4.2.3 In the event the University Representative finds the materials or the finished product in which the materials are used are not in complete conformity with the contract requirements, but have resulted in a satisfactory
product, he shall then make a determination if the work shall be accepted. In this event, the University will document the basis of acceptance by a Change Order which will provide for an appropriate adjustment in the contract price.

4.3 ADJACENT WORK

4.3.1 The University shall have the right, at any time, to contract for and/or perform work on, near, over or under the work covered by this contract. In addition, other work may be performed under the jurisdiction of another State agency. The Contractor shall cooperate fully with such other Contractors and carefully fit his own work to such other work as may be directed by the University Represenative.

4.3.2 The Contractor agrees that in event of dispute as to cooperation or coordination with adjacent Contractors the University will act as referee and decisions made by the University will be binding. The Contractor agrees to make no claims against the University for any inconvenience, delay or loss experienced because of the presence and operations of other Contractors.

4.4 CONTRACTOR / UNIVERSITY COOPERATION

4.4.1 Before any of the work shall begin, the contractor shall confer with the University Represenative at the site and agree on sequence of procedure, means of access to the premises, space for storage of materials and equipment, use of approaches, use of facilities, etc.

4.4.2 Generally all work shall be performed between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, inclusive. If it becomes necessary to perform work on days or at times other than those indicated above or on holidays, special permission must be obtained in advance from the university's Representative.

4.5 CONTROL BY THE CONTRACTOR

4.5.1 The Contractor shall constantly maintain efficient supervision of the Work, using his best skill and coordinating. He shall carefully study and compare all drawings, specifications and other instructions and check them against conditions existing or being constructed on the project. He shall at once report to the University Representative any error, inconsistency or omission which he may discover.

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4.6 COOPERATION WITH UTILITIES

4.6.1 It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for normal delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances, the operation of moving them, or the making of new connections thereto if required by the contract documents.

4.6.2 The Contractor shall have responsibility for notifying all affected utility companies prior to performing any work on their utilities and cooperate with them in achieving the desired results. All damage to utility facilities caused by the Contractor's operations shall be the responsibility of the Contractor.

4.6.3 At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, water and power companies, or are adjacent to other property, damage to which might result in expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor.

4.6.4 The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum and that services rendered by those parties will not be unnecessarily interrupted.

4.6.5 In the event of interruption to utility services is a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

4.7 AUTHORITY AND DUTIES OF UNIVERSITY INSPECTORS

4.7.1 University inspectors shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not
authorized to revoke, any requirements. He is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the contract. He is authorized to reject materials or suspend the work until any questions at issue can be referred to and decided by the University. Inspectors shall perform their duties at such times and in such manner as will not unnecessarily impede progress on the contract.

4.7.2 The inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter.

4.7.3 Any advice which the inspector may give the Contractor shall not be construed as binding the University in any way, or releasing the Contractor from fulfilling all of the terms of the contract. The duty of the inspector on the project is to observe the progress of the work and to report any deviations from the requirements of the contract documents; however, should the inspector fail to report any such deviation from the contract requirements, this does not release the Contractor from fulfilling all of the terms of the contract.

4.7.4 Where there is disagreement between the Contractor and the inspector, the inspector will immediately direct the University's attention to the issues of disagreement, and if the Contractor still refuses to make corrections, comply or suspend work, the University will prepare and deliver in writing to the Contractor, by mail or otherwise, a written order suspending the work and explaining the reason for such shutdown. As soon as the inspector is advised of the delivery of the shutdown order, the inspector shall immediately leave the site of the work and any work performed during the inspector's absence will not be accepted or paid for any may be required to be removed and disposed of at the Contractor's expense.

4.8 INSPECTION OF THE WORK

4.8.1 All Work, including the fabrication and source of supply, is subject to observation by the University Representative and those agencies required by law to inspect specific items.

4.8.2 The Contractor shall provide facilities for access and inspection as required by the University.
4.8.3 If the specifications, the University's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the University timely notice of its readiness for inspection, and if the inspection is by another authority, the date fixed for such inspection. Inspections by the University shall be made promptly and where practicable at the source of supply. Any Work covered without approval of the University Representative must, if required by the University, be uncovered for examination at the Contractor's expense.

4.8.4 If the contract requires electrical work, a certificate of electrical inspection from an independent (non-govermental) electrical inspection agency approved by the State of Maryland Fire Marshall shall be submitted to the University prior to or with the final payment invoice. The contractor shall make application for the inspection, coordinate same, and pay the required inspection fee.

4.9 REMOVAL OF DEFECTIVE WORK

4.9.1 All work and materials which do not conform to the requirements of the contract will be considered unacceptable.

4.9.2 Any unacceptable or defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist shall be removed and replaced by work and materials which shall conform to the contract requirements or shall be remedied otherwise in an acceptable manner authorized by the University Representative.

4.9.3 Upon failure on the part of the Contractor to comply promptly with any order of the University Representative, made under the provisions of this section, the University Representative shall have authority to cause defective or unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to cause the costs to be deducted from any monies due or to become due the Contractor under this contract.

4.10 MAINTENANCE OF WORK DURING CONSTRUCTION

4.10.1 The Contractor shall maintain the work during construction and until acceptance. This maintenance shall be continuous and effective, prosecuted with adequate equipment and forces to the end that all parts of the work be kept in satisfactory condition at all
times and protected from damage of any kind from external sources.

4.10.2 Particular attention shall be given to drainage, both permanent and temporary. The Contractor shall use all reasonable precautionary measures to avoid damage or loss that might result from accumulations and concentrations of drainage water, and material carried by such waters and such drainage shall be diverted or dispensed when necessary to prevent damage to excavation, embankments, surfaces, structures or property. Suitable measures shall be taken by the Contractor to prevent the erosion of soil in all construction areas where the existing ground cover has been removed. Such measures shall be in compliance with the requirements of any governmental entity having jurisdiction.

4.10.3 All cost of maintenance work during construction and before final acceptance shall be included in the base bid and the Contractor will not be paid any additional amount for such work.

4.10.4 In the event that the Contractor's work is halted by the University for failure to comply with the provisions of the contract, the Contractor shall maintain the entire project as provided herein, and provide such ingress and egress for local residents or tenants adjacent to the project site, for tenants of the project site, and for the general public as may be necessary during the period of suspended work or until the Contractor has been declared in default.

4.10.5 On projects where traffic flow is maintained, the Contractor shall be responsible for repair and restoration of all traffic damages to the work, either partially or totally completed, until such time as the work is accepted by the University.

4.11 FAILURE TO MAINTAIN ENTIRE PROJECT

4.11.1 Failure on the part of the Contractor, at any time, to comply with the provisions of Section 4.10 shall result in the University notifying the Contractor to comply with the required maintenance provisions. In the event that the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the University will immediately proceed with adequate forces and equipment, to maintain the project, and the entire cost of this maintenance will be deducted from monies due the Contractor.
4.12 UNIVERSITY'S RIGHT TO DO WORK

4.12.1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provision of this contract, the University may after three days' written notice to the Contractor make good such deficiencies and may deduct the cost thereof from the monies then or thereafter due the Contractor.

5.0 MATERIALS

5.1 GENERAL

5.1.1 All materials shall meet all quality requirements of the contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the University Representative in writing of the sources from which he proposes to obtain all materials requiring approval, testing, inspection, or certification prior to incorporation into the work as soon as possible after receipt of notification award of the contract.

5.1.2 Materials include all manufactured products and processed and unprocessed natural substances required for completion of the contract. The Contractor, in accepting the contract, is assumed to be thoroughly familiar with the materials required and their limitation as to use, and requirements for connection, setting, maintenance and operation. Whenever an article, material, or equipment is specified and a fastening, furring, connection (including utility connections), access hole, flashing closure piece, bed or accessory is normally considered essential to its installation in good quality construction, such shall be included as if fully specified. Nothing in these specifications shall be interpreted as authorizing any Work in any manner contrary to applicable laws, codes or regulations.

5.1.3 Approval. All materials are subject to the University's approval as to conformity with the specifications, quality, design, color, etc. No work for which approval is necessary shall be used until written approval is given by the University Representative. Approval of a subcontractor or supplier as such does not constitute approval of a material which is other than that included in the specifications.

5.1.4 New Materials. Unless otherwise specified, all materials shall be new. Old materials must not be used.
as substitutes for new, regardless of condition or
repair, unless approved in writing by the University Reprensentative.

5.1.5 Quality. Unless otherwise specified, all materials
shall be of the best quality of the respective kinds.

5.1.6 Samples. The Contractor shall furnish for approval all
samples as directed. The materials used shall be the
same as the approved samples.

5.1.7 Proof of Quality. The Contractor shall, if requested,
nurish satisfactory evidence as to the kind and
quality of materials either before or after
installation. He shall pay for any tests or
inspections called for in the specifications and such
tests as may be deemed necessary for "substitutions,"
as set forth in Section 5.3 of these General
Conditions.

5.1.8 Standard Specifications. When no specification is
cited and the quality, processing, composition or
method of installation or a thing is only generally
referred to, then:

(1) For items not otherwise specified below, the latest
edition of the applicable American Society for Testing
Materials specification is the applicable specification.

(2) For items generally considered as plumbing and those
items requiring plumbing connections, the applicable
portions of the latest edition of the B.O.C.A. Code are
the applicable specification.

(3) For items generally considered as heating, refrigerating,
air-conditioning or ventilating, the applicable portions
published by the American Society of Heating,
Refrigerating and Air-Conditioning Engineers, Inc. are
the applicable specification.

(4) For items generally considered as site work, the
applicable portions of the Maryland S.H.A. Standard
Specifications is the applicable specification.

(5) For items generally considered as electrical, the
applicable provisions of the latest edition of the
National Electric code are the applicable specification.

(6) For items generally considered as fire protection, the
applicable portion of the latest edition of the National
Fire Protection Association Code is the applicable Specification.

5.2 STORAGE AND HANDLING OF MATERIALS

5.2.1 Materials shall be so stored as to assure the preservation of their quality and acceptability for the Work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the project site may be used for storage purposes and for the placing of the Contractor's plant and equipment; such storage areas must be restored to their original condition by the Contractor at his expense.

(1) All mechanical and/or electrical equipment delivered to the job site shall be stored on pedestals, above ground and under roof or other approved covering. All enclosures for equipment shall be weatherproof. Any motors, which are not totally enclosed, and dry type transformers that are involved in the work, shall be stored in a heated area with a minimum temperature of fifty degrees Fahrenheit (50 F). All valves shall be stored under roof on wood pedestals, above ground. All insulation shall be stored under roof or in trailers, adequately protected from the weather. The Contractor shall follow all written instructions and recommendations of the manufacturer and all requirements of the University Representative on oiling, protection and maintenance of equipment during storage. It shall be the Contractor's complete responsibility for the storage and care of the equipment and materials. Material not properly stored prior to installation shall not be considered for payment.

5.2.2 Materials shall be handled in such a manner as to preserve their quality and acceptability for the work.

5.2.3 Contractor shall confine his tools and equipment and the storage of materials to the area delineated in the contract documents as the "Limit of Contract". He shall not load or permit any part of a structure to be loaded with a weight, that will endanger the safety of the structure or any part thereof.

5.2.4 Explosives

(1) Explosives shall not be stored upon any property belonging to the University.

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(2) The use of explosives is prohibited on University property.

5.2.5 Paints

(1) Oil base paints and inflammable liquids shall not be stored in large quantities on the project. Containers shall be limited to five gallon size. Any liquid with a flash point of less than one hundred (100) shall be contained in safety cans, UL approved. Liquid with a higher flash point shall be stored in rigid cans.

(2) Oily rags, waste, etc. must be removed from the work site at the close of each working day.

5.3 SUBSTITUTIONS

5.3.1 Should the Contractor desire to substitute another material for one or more specified by name he shall apply, in writing, for such permission and state the credit or extra involved by the use of such material. The University will not consider the substitution of any, material different in type or construction methods unless such substitution effects a benefit to the University.

5.3.2 The Contractor shall not submit for approval materials other than those specified without a written statement that such a substitution is proposed. Approval of a "substitute material" by University Representative when the Contractor has not designated such material as a substitute, shall not be binding on the University nor release Contractor from any obligations of his contract, unless the University approves such "substitution" in writing.

5.3.3 It is the prime intent of these specification and/or schedule to define the requirements as to the quality of material, finish and overall workmanship.

5.3.4 The manufacturer's name, trade name, product descriptions and or catalog numbers listed in this specification and/or equipment schedule are for information and not intended to limit competition. The bidder may offer any brand which meets or exceeds these requirements. If bids are based on an equivalent product, indicate on solicitation form the manufacturer's name and number.

5.3.5 The bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered as an exception thereto. The State reserves
the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand shall be received and it is assumed that the contract will be completed with equipment/materials as outlined in the specification.

5.4 APPROVED EQUALS

5.4.1 The terms "Or Equal", "Equal", "Approved Equal" are used as synonyms throughout the specifications. They are implied in reference to all named manufacturers in the specifications unless otherwise stated. Only materials fully equal in all details will be considered. The University is the final judge as to equality.

5.5 CONTRACTOR'S OPTIONS

5.5.1 When several products or manufacturers are named in the specifications for the same purpose or use, then the Contractor may select any of those so named. However, all of the units required for, and used in, the project must be the same in material and manufacture.

5.6 TESTS

5.6.1 If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the University Representative timely notice of its readiness so the University Representative may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities.

5.6.2 If the University determines that any Work requires special inspection, testing, or approval which the contract documents do not include, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in 5.6.1 above. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the contract documents, the Contractor shall bear all costs thereof, additional services made necessary by such failure; otherwise the University shall bear such costs, and an equitable adjustment will be made.
5.6.3 Required certificates of inspection, testing or approval shall be obtained by the Contractor and promptly delivered to the University Representative.

5.7 BUY AMERICAN STEEL

5.7.1 Only steel products made in the United States shall be used or supplied in the performance of this contract or any subcontract thereunder. Steel products include products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed from steel made in the United States. This requirement shall not apply if the University shall have determined that the cost of such steel products is unreasonable or inconsistent with the public interest. The provisions of this paragraph shall not apply where they are in conflict with any Federal grant or regulation affecting this contract.

6.0 LEGAL RELATIONS AND RESPONSIBILITIES

6.1 LAWS TO BE OBSERVED

6.1.1 The Contractor shall keep fully informed of all Federal, State, and Local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; he shall protect and indemnify the State and its representatives against any such claim or liability arising from or based on the violation of any law, ordinance, regulation, order, or decree, whether by himself or his employees or subcontractors.

6.1.2 The Contractor must comply with the provisions of the Workmen's Compensation Act and Federal, State and City laws relating to hours of labor.

6.1.3 The provisions of this contract shall be construed, interpreted an enforced according to the Laws of Maryland.

6.1.4 The Contractor shall give all notices and comply with all State and Federal laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified.

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6.1.5 If the Contractor observes that the drawings and specifications are at variance with any law, he shall promptly notify the University Representative, and any necessary changes shall be adjusted as provided in the contract for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the University Representative, he shall bear all costs arising therefrom.

6.2 PERMITS AND LICENSES

6.2.1 The University or its authorized representative will file with the appropriate local authority, drawings and specifications and any pertinent data reasonably proper for their information. The Contractor will be required to pay all necessary fees to local authorities and regulatory agencies having jurisdiction, for inspection or for the privilege or right to execute the work as called for in the contract documents and he shall include the cost of said fees in his base bid.

6.2.2 The Contractor must be licensed as required by Laws of the State of Maryland (Art. 56 Sec. 180, Annotated Code of Maryland) and must be qualified by submission and approval of a Qualification Questionnaire to the University.

6.3 PATENTED DEVICES, MATERIALS AND PROCESSES

6.3.1 The Contractor shall pay for all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the State harmless from loss on account thereof, except that the State shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified; however, if the Contractor has information that the process or articles specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the University.

6.4 LAND, AIR AND WATER POLLUTION

6.4.1 The Contractor shall incorporate all permanent erosion control features into the work at the earliest practicable time. Temporary pollution control measures will be used to correct conditions that develop during construction that were not foreseen during design, that are needed prior to installation of permanent pollution control features, or that are needed temporarily to
control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

6.4.2 The Contractor's attention is directed to the fact that temporary pollution control may include measures outside the project site where such work is necessary as a direct result of project construction. The University shall be kept advised of all such off-site control measures taken by the Contractor. This shall not relieve the Contractor of the basic responsibilities for such work.

6.4.3 In case of failure on the part of the Contractor to control erosion, pollution and/or siltation, the University reserves the right to employ outside assistance or to use its own forces to provide the necessary corrective measures. All expenses incurred by the University in the performance of such duties for the Contractor shall be withheld from monies becoming due to the Contractor.

6.4.4 The Contractor must submit evidence to the University that the governing Federal, State and local Air Pollution criteria will be, and were met. This evidence and related documents will be retained by the University for on-site examination.

6.4.5 If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the procurement officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor required by the University as one of the terms of this contract. If it is determined that the order is due in any part to acts or omissions of the Contractor required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the procurement officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay or interruption shall be considered reasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

6.4.6 The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an
adverse effect on the environment or that the University has not duly considered, either substantively or procedurally, the effect of the work on the environment.

6.5 CONTRACTOR'S LIABILITY INSURANCE

6.5.1 The Contractor and its subcontractors shall maintain such insurance as will protect him from claims under Workmen’s Compensation Acts, U.S. Longshoremen’s and Harbor Workers’ Compensation Act, and the Federal Employers Liability Act by coverage with Insurance Companies or by methods acceptable to the State Insurance Commissioner and by no other method, for damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

6.5.2 He shall protect himself and the University from any claim for Bodily Injury, Liability and Property Damage Liability.

6.5.3 The limits for Bodily Injury Liability shall be not less than $1,000,000/$2,000,000; that is, $1,000,000 is the limit for injury per occurrence and $2,000,000 in the aggregate. The minimum limit for Property Damage Liability shall be $1,000,000 per occurrence and $2,000,000 aggregate.

6.5.4 The above policies for Bodily Injury and Property Damage Liability Insurance shall be so written as to include Contingent Bodily Injury and Property Damage Liability Insurance to protect the Contractor against claims from the operations of subcontractors.

6.5.5 Certificates of the Contractor’s insurance containing evidence of the Hold Harmless Clause protecting the University of Maryland shall be filed with the University and shall be subject to their approval for adequacy of protection. No work shall be started at the site until appropriate certificates of insurance are filed with and approved by the Procurement Officer.

6.6 FIRE AND EXTENDED COVERAGE INSURANCE

6.6.1 The Contractor shall carry, at his own expense, Builder's Risk Insurance for the full contract amount, insuring against the perils of Fire, Lightning, Extended Coverage Vandalism and Malicious Mischief, subject only to the minimum standard deductibles.
currently filed by the Insurance Service Office with the State Insurance Commission. University will provide no coverage during the construction period.

6.6.2 The policy shall contain endorsements reading as follows:

(1) This policy also covers as part of the provisional amount, architect's, engineer's, and builder's fees.

(2) Permission is hereby granted for occupancy in whole or in part, pending acceptance by the University.

(3) It is the intent of this insurance to cover specifically all the Work being done under the contract between the Insured's, and as to such Work. This policy shall be primary insurance and shall not contribute or claim contribution from any other insurance being carried, which by its terms, would also cover on the property covered hereunder in the absence of this insurance.

(4) Coverage afforded under this policy will not be canceled until at least 15 days prior written notice has been given to the University.

6.6.3 Certificates of insurance shall be submitted to the University for review and approval and shall be held by it for the duration of the contract. The University shall have the absolute right to terminate this contract if the policy of insurance is canceled at any time for any reason and a new policy is not obtained by the Contractor and approved by the University.

6.6.4 The above insurance shall remain in full force and effect until such time as the University shall fully accept the Work covered by this contract.

6.7 ASSIGNMENTS

6.7.1 The Contractor shall not assign the contract. He shall not sublet it as a whole or sublet it by trades or other portions in an amount of more than 75% of the monetary value of the contract. The remaining 25% shall be executed by the Contractor with labor and materials directly purchased and paid for by the Contractor. Costs of insurance, overhead, supervision, etc., may not be claimed as a portion of the 25% mentioned above. The execution of Work by a subsidiary of the Contractor may or may not be considered direct employment at the discretion of the University. The Contractor shall not

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assign any monies due or to become due to him hereunder, without the previous written consent of the University.

6.8 SEPARATE CONTRACTS

6.8.1 University reserves the right to let other contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs.

6.8.2 If any part of the Contractor's Work depends on proper execution or results upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the University any defects in such Work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other Contractor's Work as fit and proper for the reception of his Work, except as to the defects which may develop in the other Contractor's Work after the execution of his Work.

6.8.3 To insure the proper execution of his subsequent Work, the Contractor shall measure Work already in place and shall at once report to the University any discrepancy between the executed Work and the drawings.

6.9 RELATIONSHIP OF CONTRACTOR TO PUBLIC OFFICIALS AND EMPLOYEES

6.9.1 In carrying out any of the provisions of the contract, or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the Procurement Officer or other authorized representatives of the University, it being understood that in all such matters they act solely as agents and representatives of the University.

6.9.2 The University may terminate the right of the Contractor to proceed under this contract if it is found by the Procurement Officer that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; the facts upon which the Procurement Officer makes such findings may be reviewed in any competent court.

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6.9.3 In the event this contract is terminated as provided in paragraph 6.9.2 hereof, the State shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (2) in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Procurement Officer) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

6.9.4 The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6.9.5 Conflict of Interest: No employee of the University of Maryland, or any State commission, agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with the said State of Maryland, or any University, commission, agency or branch thereof.

6.10 NO WAIVER OF LEGAL RIGHTS

6.10.1 The University shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore, from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or is incorrectly made, or from showing that the Work or materials do not in fact conform to the requirements of the contract. The University shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment from recovering from the Contractor or his sureties, or both, such damage as it may sustain by reason of his failure to comply with the terms of the contract. Neither the acceptance by the University, or any representative of the University, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the University shall operate as a waiver of any portion of the contract or of any power herein reserved, or of any right to damages.
6.10.2 The waiver by the University of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

6.11 COVENANT AGAINST CONTINGENT FEES

6.11.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to terminate this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

6.12 ASSIGNMENT OF ANTITRUST CLAIMS

6.12.1 The Contractor sells, transfers and assigns to the University and the State of Maryland all rights, title and interest of and in and to any causes of action arising at any time before the date of this assignment or during the performance of this contract under the Antitrust Laws of the United States, including Section 1 of the Sherman Act, and the Antitrust Law of Maryland relating to the purchase by him or the State of Maryland of any products from any supplier or source whatever that is incorporated in the structure built under the terms of this agreement. The Contractor hereby certifies that the above causes of action are lawfully owned and that no previous assignment of same has been made nor has the same heretofore been attached or pledged in any manner whatsoever.

6.13 FEDERAL PARTICIPATION

6.13.1 When the United States Government pays all or any portion of the cost of a project, the work shall be subject to the inspection of the appropriate Federal Agency. Such inspection shall in no sense make the Federal Government a party to this contract, and will not interfere, in any way, with the rights of either party hereunder.

6.14 DISPUTES

6.14.1 This contract is subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2

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6.14.2 Except as may otherwise be provided in the Act or aforesaid regulations, all disputes arising under or as a result of a breach of this contract which are not disposed of by mutual agreement shall be resolved in accordance with this clause.

6.14.3 As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract.

(1) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, where the submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim for the purpose of this clause.

(2) A claim by a Contractor shall be made in writing and submitted to the Procurement Officer for decision. A claim by the University shall be the subject of a decision by the Procurement Officer.

6.14.4 When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Procurement Officer. The written request shall set forth all the facts surrounding the controversy.

6.14.5 In connection with any claim under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his claim to the Procurement Officer.

6.14.6 The Procurement Officer shall render a written decision on all claims within 60 days of receipt of the Contractor's written claim, unless the Procurement Officer determines that a longer period is necessary to resolve the claim. This decision shall be furnished to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of the receipt. The Procurement Officer's decision shall be deemed the final action of the University.

6.14.7 The Procurement Officer's decision shall be final and conclusive unless the Contractor files a written appeal.
with the Maryland State Board of Contract Appeals within 30 days of receipt of said decision.

6.14.8 Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

6.14.9 Unless a lesser period is provided by applicable statute, regulation, or this Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

6.15 CLAIMS

6.15.1 If the Contractor claims that any instructions by drawings or otherwise involve, or may involve, extra cost under this contract, he shall give the University written notice thereof within 15 calendar days after receipt of such instructions or occurrence of an emergency. No claim shall be valid unless so made.

6.15.2 Under no circumstances will overhead or profit be permitted as items of a claim when such overhead or profit are for periods during which a "Stop Work" order is in effect due to an act, error or omission for which the Contractor is responsible.

6.15.3 No profit or overhead which includes rental of equipment and the salaries of supervisory personnel will be allowed the Contractor for stoppage of Work when written notice of such stoppage, or impending stoppage, is not given reasonably in advance to prevent such stoppage.

6.15.4 No claim for extra costs will be granted which includes cost of delays or work stoppage due to strikes, lockouts, fire, unusually, severe weather, avoidable casualties or damage or delay in transportation for which the University or its agents are not responsible; only time extensions, in accordance with Section 7.3 will be granted.

6.15.5 No claim for damage caused by a delay will be allowed unless, within five days of the act or omission causing
the delay, the Contractor notifies the University of the existence of the delay.

6.15.6 No payment will be made for increased payment or performance bond premiums as a result of any act or omission by the University which results in a claim.

6.16 ENTIRE AGREEMENT

6.16.1 The Contract constitutes the entire agreement between the parties hereto and other communications between the parties prior to the execution of the Contract, whether written or oral, with reference to the subject matter of the Contract, are superseded by the agreements contained herein. The Contract may not be modified, amended, changed or altered except by written instrument executed by the parties hereto and approved by the Procurement Officer.

6.16.2 Except as otherwise provided by law, any action permitted or required under the contract documents to be taken by the procurement officer, may be taken by his duly authorized representative who shall include the Chief of Construction Supervision & Inspection.

7.0 PROSECUTION AND PROGRESS OF THE WORK

7.1 NOTICE TO PROCEED

7.1.1 After the contract has been executed, the University will issue to the Contractor a "Notice to Proceed" and this notice will stipulate the date on or before which the Contractor is expected to begin work. The specified contract time shall begin on the day work actually starts or on the day stipulated in the "Notice to Proceed", whichever is earlier. Any preliminary work started, or materials ordered, before receipt of the "Notice to Proceed", shall be at the risk of the Contractor.

7.2 PROSECUTION OF THE WORK

7.2.1 All time limits in the contract documents are of the essence of the contract.

7.2.2 The date of commencement of the Work is the date established in a Notice to Proceed signed by the University.

7.2.3 If the Contractor is delayed at any time in the progress
of the Work by any act or neglect of the University or any of its officers, agents, or employees, or by any separate Contractor employed by the University, or by any changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties, or by any cause which the Procurement Officer determines may justify any delay, then the contract time shall be extended for such time as the Procurement Officer may authorize.

7.2.4 It is expressly understood and agreed by and between the contractor and the University that the time for the completion of the Work is a reasonable time for completion of the same, taking into consideration the average climatic range and the usual business conditions prevailing in the locality of the project.

7.3 PUBLIC CONVENIENCE AND SAFETY

7.3.1 The Contractor at all times shall conduct the work in such a manner as to create the least practicable obstruction to all forms of traffic. The convenience of the general public, tenants, and of the residents along and/or adjacent to the improvement shall be respected. Material stored upon the project shall be placed so as to cause a minimum of obstruction to the public. Sprinkling shall be performed at the direction of the Procurement Officer. The Contractor shall, unless otherwise specified, provide and maintain in passable condition such temporary access, roads and bridges as may be necessary to accommodate traffic diverted from the project under construction, or using the project under construction and shall provide and maintain in a safe condition temporary approaches to, and crossings of, the project. Existing facilities planned to be removed, but which might be of service to the public during construction are not to be disturbed until other and adequate provisions are made. Fire hydrants on or adjacent to the project shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within 15 feet of any such hydrant. Work closed down for the winter or at any other times shall be left entirely accessible at all points to fire apparatus. All footways, gutters, sewer inlets and portions of the project under construction shall not be obstructed more than is absolutely necessary.

7.4 BARRICADES AND WARNING SIGNS

7.4.1 The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights,
danger signals, signs and other control devices, and shall take all necessary precautions for the protection of the work and safety of the public. All highways and other facilities closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during hours of darkness with electric lights.

7.4.2 The Contractor shall erect warning signs in advance of any place on the project where operations may interfere with the use of the facility by vehicular or pedestrian traffic, and at all other points where the new work crosses or coincides with an existing roadway or traffic lane(s). Such warning signs shall be constructed and erected in accordance with the FHWA Manual on Uniform Traffic Control Devices, or as directed.

7.4.3 In cases where the Contractor's sequence of operations results in grade differentials which would be hazardous to vehicular or pedestrian traffic, the Contractor will, at the direction of the University and at no additional cost to the University provide suitable substantial guardrail to the extent determined by the Procurement Officer.

7.5 PRESERVATION, PROTECTION AND RESTORATION OF PROPERTY

7.5.1 The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect the University property from injury or loss arising in connection with this contract. He shall repair and indemnify against any such damage, injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the University. He shall adequately protect adjacent property as provided by law and the contract documents.

7.5.2 The Contractor shall box all trees which are liable to injury by the moving, storing, and working up of materials. He shall use no tree for any attachment or anchorage.

7.5.3 The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials.
7.5.4 In any emergency affecting the safety of life, or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization is hereby permitted to act, at his discretion, to prevent such threatened loss or injury. If he is specifically instructed by the Procurement Officer to do work in an emergency, the Contractor shall do the work and will be paid compensation as outlined in Section 3.6.

7.5.5 No such extension shall be made for delay occurring more than five days before claim therefor is made in writing to the architect. In the case of continuing cause of delay, only one claim is necessary.

7.6 PROGRESS SCHEDULE AND TIME

7.6.1 Preparation of Work Schedule. The Contractor shall prepare a schedule setting forth his dates for completing various portions of the Work. Included among the tasks set forth on the schedule shall be the dates for submittals to the University and dates for return of the approved submittals. The schedule shall be reviewed by the University for approval of the time within which the University must evaluate the Contractor's submittals. The architect's approval of the Contractor's schedule does not constitute an approval of the entire schedule; it merely constitutes an approval of that portion of the schedule that relates to the University's review of submittals.

7.6.2 Preparation of Critical Path Method Schedules. The Contractor shall submit a CPM, when applicable, to the University after a letter of intent is issued but before the Notice to Proceed. The CPM will be updated monthly to reflect changes and variances in the progress of the project.

7.6.3 If the Contractor fails to prepare and submit to the University a schedule before the existence of a delay, then no claim for extra costs due to delay in the Work shall be recognized or asserted.

7.6.4 Materials Purchased Under Allowance. The University will provide schedules for all materials to be purchased from specified allowances.

7.7 SUSPENSION OF WORK

7.7.1 The University may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as he may determine to be
appropriate for the convenience of the University.

7.7.2 If the performance of all or any part of the work is for an unreasonable period of time, suspended, delayed, or interrupted by an act of the University in the administration of the contract, or by his failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by an unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

7.7.3 No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the University in writing of the act or failure to act involved (but this requirement shall not apply as to a claim, resulting from a suspension order, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of a suspension, delay, or interruption, but not later than the date of final payment under the contract.

7.8 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

7.8.1 If the Work should be stopped under an order of any court, or other public authority, for a period of three months, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven days written notice to the University, stop work or terminate this contract and receive from the University payment for all complete Work in accordance with Section 7.8 of these General Conditions.

7.9 UNIVERSITY'S RIGHT TO TERMINATE FOR ITS CONVENIENCE

7.9.1 The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the Procurement Officer shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to
the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

7.9.2 After receipt of a Notice of Termination, and except as otherwise directed by the Procurement Officer, the Contractor shall:

(1) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

(2) Place no further orders on subcontracts for materials, services or facilities except as may be necessary for completion of the portion of the work under the contract as is not terminated;

(3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(4) Assign to the University in the manner, at the times, and to the extent directed by the Procurement Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Procurement Officer to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

(6) Transfer title and deliver to the University in the manner, at the times, and to the extent, if any, directed by the Procurement Officer, (a) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the University;

(7) Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Procurement Officer, any property
of the types referred to in (6) above; provided, however, that the Contractor (a) shall not be required to extend credit to any purchaser, and (b) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Procurement Officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the University to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the procurement officer may direct.

(8) Complete performance of such part of the work as may not have been terminated by the Notice of Termination; and

(9) Take such action as may be necessary, or as the University may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the University has or may acquire an interest. The Contractor may submit to the University a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the University, and may request the University to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the University shall accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Procurement Officer upon removal of the items, or if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

7.9.3 After receipt of a Notice of Termination, the Contractor shall submit to the Procurement Officer his termination claim, in the form and with certification prescribed by the Procurement Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Procurement Officer, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Procurement Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year.
period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Procurement Officer may determine on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

7.9.4 Subject to the provisions of paragraph 7.10.3, the Contractor and the Procurement Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract by Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph 7.9.5 of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Procurement Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause shall be deemed to limit, restrict, to otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

7.9.5 In the event of the failure of the Contractor and the Procurement Officer to agree, as provided in paragraph 7.9.4, upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Procurement Officer shall pay to the Contractor the amounts determined by the Procurement Officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph 7.9.4:

(1) With respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

(a) the cost of such work;

(b) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in paragraph 7.9.2(5) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services.
furnished by the subcontractor before the effective date of the Notice of Termination of Work under this Contract which amounts shall be included in the cost on account of which payment is made under (a) above;

(c) a sum, as profit on (a) above, determined by the Procurement Officer, to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subdivision (c) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(2) The reasonable cost of the preservation and protection of property incurred pursuant to paragraph 7.9.2(9); and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this Contract. The total sum to be paid to the Contractor under (1) above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the University shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under (1) above, the fair value, as determined by the Procurement Officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the University, or to a buyer pursuant to paragraph 7.9.2(7).

7.9.6 Costs claimed, agreed to, or determined pursuant to paragraphs 7.9.3, 7.9.4, 7.9.5, and 7.9.9 hereof shall be in accordance with COMAR 21.01) as in effect on the date of this contract.

7.9.7 The Contractor shall have the right of appeal, under the clause of this Contract entitled "Disputes", from any determination made by the Procurement Officer, under paragraphs 7.9.3, 7.9.5, or 7.9.9 hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph 7.9.3 or 7.9.9 hereof, and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Procurement Officer has made a determination of the amount due under paragraphs 7.9.3, 7.9.5, or 7.9.9 hereof, the University shall pay to the Contractor the
following: (1) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Procurement Officer, or (2) if an appeal has been taken, the amount finally determined on such appeal.

7.9.8 On arriving at the amount due the Contractor under this clause there shall be deducted (1) all unliquidated advances or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (2) any claim which the University may have against the Contractor in connection with this contract, and (3) the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by the contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the University.

7.9.9 If the termination hereunder be partial, the Contractor may file with the procurement officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the Procurement Officer.

7.9.10 The University may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Procurement Officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the University upon demand, together with interest computed at the legal rate for period from the date such excess payment is received by the Contractor to the date on which the excess is repaid to the University; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or such later date as determined by the
Procurement Officer by reason of the circumstances.

7.9.11 Unless otherwise provided in this Contract, or by applicable statute, the Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to the University at all reasonable times at the office of the Contractor but without direct charge to the University all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder or, to the extent approved by the Procurement Officer, photographs, or other authentic reproductions thereof.

7.10 TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIME EXTENSIONS

7.10.1 If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the University may, by written notice to the Contractor, terminate his right to proceed with the work or the part of the work as to which there has been delay. In this event the University may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work the materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the University resulting from refusal or failure to complete the work within the specified time.

7.10.2 Liquidated damages maybe required in the contract and if the University so terminates the Contractor's right to proceed, the resulting damage shall consist of such liquidated damages until a the work is completed or accepted. See attached Exhibit if applicable.

7.10.3 The Contractor's right to proceed may not be so terminated nor the Contractor charged with resulting damages if:

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy,
acts of the University in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the University, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any, such delay unless the University grants a further period of time before the date of final payment under the contract, notifies the University in writing of the causes of delay. The Procurement Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the "Disputes" clause of this contract.

7.10.4 If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to the clause. If in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the University, the contract shall be equitably adjusted to compensate for the termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

7.10.5 The rights and remedies of the University provided in this clause are in addition to any other rights remedies provided by law or under this contract.

7.10.6 As used in paragraph 7.10.4(1) of this clause, the term "subcontractors or suppliers" means subcontractors or suppliers at any tier.
7.11 PARTIAL ACCEPTANCE

7.11.1 If during the construction of Work the University desires to occupy any portion of the project, the University shall have the right to occupy and use those portions of the project which in the opinion of the University Representative can be used for their intended purpose; provided that the conditions of occupancy and use are established and the responsibilities of the Contractor and the University for maintenance, heat, light, utilities, and insurance are mutually agreed to by the Contractor and the University.

7.11.2 Partial occupancy shall in no way relieve the Contractor of his responsibilities under the contract.

7.12 SUBSTANTIAL COMPLETION AND FINAL INSPECTION

7.12.1 When the Work is substantially completed, the Contractor shall notify the University Representative that the Work will be ready for final inspection and test on a definite date. Sufficient notice shall be given to permit the University Representative to schedule the final inspection.

7.12.2 On the basis of the inspection if the University Representative determines that the Work is substantially complete and the project can be occupied or used for its intended purpose, the University Representative shall establish the date of substantial completion and shall state the responsibilities of the University and the Contractor for maintenance, heat, utilities, and insurance and shall fix the time for which the guarantee will begin.

7.12.3 The University Representative shall fix the time within which the Contractor shall complete any remaining items of Work which will be indicated on a list prepared by the University Representative. If the Contractor fails to complete the remaining items so listed in the time stipulated the University shall have the undisputed right to complete the work and deduct any cost incurred from any monies retained under the contract.

7.12.4 Final payment shall not be made until all contract Work is complete to the satisfaction of the University.

7.13 CLEANING-UP

7.13.1 The Contractor, shall at all times keep the construction area, including storage areas used by him, free from

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accumulations of waste material or rubbish and prior to completion of the work remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the University. Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the University Representative.

7.14 GUARANTEES

7.14.1 The Contractor guarantees for a two year period (unless another period is specified), commencing on the date fixed by the parties:

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

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

7.14.4 That he will re-execute, correct, repair, or remove and replace with proper Work, without cost to the University, any work found not to be as guaranteed by this section. The Contractor shall also make good all damages caused to other Work or materials in the process of complying with this section.

7.14.5 That the entire work shall be water-tight and leak-proof in every particular.

7.15 NOTICE TO UNIVERSITY OF LABOR DISPUTES

7.15.1 Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the University Representative.

7.15.2 The Contractor agrees to insert the substance of this clause, including this paragraph 7.16.2, in any subcontract hereunder as to which a labor dispute may delay the timely performance of this contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher
tier subcontractor, or the prime Contractor, as the case may be, of all relevant information with respect to such dispute.

8.0 PAYMENTS

8.1 SCOPE OF PAYMENT

8.1.1 Payments are made on the valuation of Work accomplishment and on account of materials delivered on the site, for incorporation in the Work which are suitably stored and protected.

8.1.2 Payments shall also be made on account of materials or equipment for incorporation in the Work but stored at some off-site location agreed upon by the University; such payment to be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the University to establish the University’s title to such materials or equipment or otherwise protect the University's interest including applicable insurance and transportation to site.

8.1.3 Prior to application for first payment, the Contractor shall submit to the University a schedule of values of the various parts of the Work, including quantities, aggregating the total sum of the contract. This schedule shall be so divided as to facilitate payments to subcontractors. The form of this submission shall be as the Contractor and the University have agreed upon and shall be supported by such evidence as to its correctness as the University may direct. This schedule shall be used as a basis for certificates of payments unless at a later date found to be in error.

8.1.4 Application for payment shall be submitted on or about the 25th day of each month but not less than 30 days after the "Work Initiation Conference" nor before ten days of job operation (job shut-down days excluded).

8.1.5 In applying for payments the Contractor shall submit a statement, based upon the schedule, (8.1.3 above) itemized in such form and supported by such evidence as the University may require, showing the Contractor's right to the payment claimed. Each invoice shall prominently display the Contractor's Federal Employers Tax Identification Number, or (if he has no such number) his social security number.

(1) In applying for all payments, excluding the first payment

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and final payment, the Contractor shall submit in addition to the above a certificate that he has paid:

(a) All labor to date.

(b) All vendors and material suppliers in full for all item received.

(c) All subcontractors in full, less the retained amount.

(2) In applying for the final payment, the Contractor shall submit in addition to the statement required in the first part of paragraph 8.1.5 above, the following:

(a) In all cases, the University may demand such evidence as will establish the University's title to materials and give reasonable assurance that causes for liens by labor and others do not exist.

(b) An electrical certificate from an independent (non-governmental) electrical inspection agency approved by the State of Maryland Fire Marshal must be submitted to the University prior to or with the final payment invoice. The Contractor must make application for the inspection, coordinate same, and pay the required inspection fees. The independent electrical inspection agencies are not considered local authorities.

(c) All other guarantees as called for by the contract.

(d) All required equipment manuals and parts lists.

8.2 FORCE ACCOUNT WORK

8.2.1 When the Contractor is required to perform work as a result of additions or changes to the contract for which there are no applicable unit prices in the contract, the University and Contractor shall make every effort to come to an agreed upon price for the performance of such work. If an agreement cannot be reached, the University may require the Contractor to do such work on a force account basis to be compensated in accordance with the following:

(1) Labor. For all labor and for foremen in direct charge of the specific operations, the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such work. The Contractor shall receive the actual costs paid to, or in
behalf of, workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

(2) Materials: For materials accepted by the University and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation paid by him (exclusive of machinery rentals as hereinafter set forth).

(3) Equipment. For any machinery or special equipment (other than small tools, whether rented or owned), the Contractor shall receive the rates agreed upon in writing before such work is begun, or the Contractor shall receive those rates which may be specified elsewhere in the contract. For purpose of definition, equipment with a new cost of $500 or less will be considered small tools.

(4) Materials and Supplies Not Incorporated in the Work. For materials and supplies expended in the performance of the work (excluding those required for rented equipment) and approved by the University, the Contractor shall receive the actual cost of such materials and supplies used.

(5) Bond, Insurance, and Tax. For bond premiums, property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions and social taxes on the force account work, the Contractor and University shall determine an equitable percent to be applied against the labor cost (premium pay and fringes excluded).

(6) Subcontractors. For work done solely by a subcontractor, the subcontractor's cost shall be determined as stipulated in Section 8.2.1(1) through (5). The allowable percentages for combined overhead and profit for the subcontractor shall be as stipulated hereinafter under sub-paragraph (8). The Contractor shall be entitled to an allowance of eight percent (8%) of the subcontractor's total cost of doing the Work.

(7) Superintendence. No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
(8) Contractor's Overhead and Profit. The Contractor will be paid for work done performed by his own forces a percentage thereof, as his overhead and profit, at the following scale:

<table>
<thead>
<tr>
<th>Value of Force Account Work</th>
<th>Combined Overhead and Profit</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 0 - $ 1,000</td>
<td>25%</td>
</tr>
<tr>
<td>$ 1,001 - $ 5,000</td>
<td>20%</td>
</tr>
<tr>
<td>$ 5,001 - $10,000</td>
<td>17%</td>
</tr>
<tr>
<td>$10,001 - $25,000</td>
<td>15%</td>
</tr>
<tr>
<td>Over - $25,000</td>
<td>Negotiated, but not more than 15%</td>
</tr>
</tbody>
</table>

8.2.2 Compensation. The compensation as set forth above shall be received by the Contractor as payment in full for the work done on a force account basis. At the end of each day, the Contractor's representative and the University Representative shall compare records of the cost of work as ordered on a force account basis.

8.2.3 Statements. No payment will be made for work performed on a force account basis until the Contractor furnishes the University duplicate itemized statements of the cost of such force account work detailed as to the following:

(1) Name, classification, date, daily hours, total hours, rate, and extension for such laborer, foreman.

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

(3) Quantities of materials, prices, and extensions,

(4) Transportation of materials.

(5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.

(6) Payments of items under paragraphs (3) and (4) shall be accompanied by original receipted invoices for materials used and transportation charges. If, however, the materials used in the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from his stock, that the
quantity claimed was actually used and that the price and transportation of the material as claimed represent actual cost.

8.3 CASH ALLOWANCES

8.3.1 Whenever an allowance is mentioned in the specifications, then the Contractor shall include in his contract sum the entire amount of such specified allowances. The expenditure of these allowances is at the University Representative's direction. However, the allowance expenditure is limited to items properly inferable from the title of the allowance. Unexpended balances are to revert to the University. The cost of installation of materials purchased with these specified allowances and other expenses, and Contractor's profit are not included in the allowance. The Contractor shall install all material purchased under allowances and shall include in the contract sum a sufficient amount, in addition to the allowance to cover the installation, other, costs and profit.

8.4 CERTIFICATES OF PAYMENT

8.4.1 If the Contractor has made application as above, the University shall, not later than the date when such payment falls due, issue to the Contractor a certificate for such amount as it decides to be properly due. In approving such partial payments, there shall be retained five percent (5%) of the estimated amount due, for contracts valued at $50,000 or more, until completion and acceptance of all Work covered by the contract.

8.4.2 If the contract provides for retainage, any such retainage that remains with the University after release of the semi-final payment shall be deposited with the University's Escrow Agent. Such retainage shall accrue interest in the name of the Contractor at a rate or rates to be determined by the University's Escrow Agent. In order for the Contractor's retainage to be placed in an account with the University's Escrow Agent, the Contractor shall be required to complete the Internal Revenue Service's Form W-9, "Payer's Request for Taxpayer Identification Number." The Form W-9 shall be provided by the University to the Contractor at the time semi-final payment is approved.

8.4.3 No certificate issued nor payment made to the Contractor, nor partial or entire use or occupancy of the Work by the University, shall be an acceptance of

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any Work or materials not in accordance with this contract.

8.5 LIENS

8.5.1 Neither the final payment nor any part of the retained percentage shall become due until the contractor certifies in writing to the University that all payments to sub-contractors and suppliers have been made and all liens against the contractor in connection with work have been satisfied.

8.5.2 Standard form obtained from the University Representative, completed, signed, and notarized shall accompany payment request.

8.6 DEDUCTIONS FOR UNCORRECTED WORK

8.6.1 If the University deems it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefor.

8.7 PAYMENTS WITHHELD

8.7.1 The University may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect the University from loss on account of:

(1) Defective work not remedied.
(2) Claims filed or reasonable evidence indicating probable filing of claims.
(3) Failure of the Contractor to make payments properly to subcontractors for material or labor.
(4) A reasonable doubt that the contract can be completed for the balance then unpaid.
(5) Damage to another Contractor

8.7.2 When the above grounds are removed, payment shall be made for amounts withheld because of them.

8.8 CORRECTION OF WORK BEFORE FINAL PAYMENT

8.8.1 The Contractor shall promptly remove from the premises all materials condemned by the University as failing to
conform to the contract, whether incorporated in the Work or not. The Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the University and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

8.8.2 If the Contractor does not remove such condemned Work and materials within a reasonable time, fixed by written notice, the University may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten days time thereafter, the University may, upon ten days notice, sell such materials and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

8.9 ACCEPTANCE AND FINAL PAYMENT

8.9.1 When the Contractor has completed the work and it has been finally accepted, the University will promptly proceed to make any necessary final surveys and complete any necessary computation of quantities. This tabulation shall be accompanied by a statement setting forth (1) the additional work performed under change orders, (2) the authorized extension of time, (3) the number of days which have been charged against the Contractor as having been used to complete the contract, (4) any deductions, charges or liquidated damages which have been made or imposed, and (5) any retainer plus interest, less adjustments for any administrative and other costs for maintaining the Escrow account. Payment for the full apparent value of the contract thus determined shall become due and payable to the Contractor within 90 days after acceptance of the project by the University for maintenance, as hereinafter provided. As a condition precedent to final payment, the Contractor shall be required to execute a general release of all claims against the University arising out of or in any way connected with this contract.

8.9.2 The Contractor shall then have a period of ten calendar days, dating from the date upon which he received the aforementioned tabulation from the University, in which (1) to decide whether or not he will accept final payment upon such a basis, and (2) to notify the University, in writing, of his decision. The Contractor may request an additional period up to ten

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calendar days in which to notify the University of his decision. In the event the Contractor notifies the University that he protests final payment on such a basis, that notification shall outline the reason(s) for said protest.

8.9.3

Upon acceptance of the project by the University, the Contractor shall prepare the Final Payment forms and submit them to the University. These forms shall show all data noted in paragraph 8.8.1 above, together with deductions for all prior payments. Once received, the University shall obtain the University Representatives approval and then make payment. If the contract provides for a retainer, Contractor will receive the full amount of the retainer plus accrued interest from the date the retainer is deposited with the University's Escrow Agent. Interest on said retainer shall accrue at a rate determined by the Escrow Agent. Such action shall be deemed to constitute Acceptance and Final Payment.

8.9.4

If, under the provisions of paragraph 8.9.2 above, the Contractor notifies the University of his protest and non-acceptance of the data submitted to him, the University shall pay the Contractor a Semi-Final Estimate, or an Additional Semi-Final Estimate in the event a Semi-Final Estimate has already been paid in accordance with the information noted in paragraph 8.8.1 above, with deductions for all prior payments and a retainage equal to 1-1/2% of the total value of the contract. The acceptance of such Semi-Final Estimate, or additional Semi-Final Estimate, shall not be considered as a waiver on the part of the Contractor of his right to pursue his protest and press for Acceptance and Final Payment.

8.9.5

In the event the Contractor does not accept the data submitted to him as described in paragraph 8.9.1 above and/or has outstanding a claim filed with the University, the University and the Contractor shall confer at mutually convenient times and endeavor to reconcile all points of disagreement expeditiously. If such reconciliation is accomplished, the University will promptly proceed with Acceptance and Final Payment on the reconciled basis and in accordance with the provisions of paragraph 8.9.3 above. If reconciliation is not accomplished within 30 days, (a) the University shall submit to the procurement officer the Final Estimate and Final Payment forms he is then recommending, together with whatever data the Contractor may have submitted to him in support of his protest(s) regarding the various factors in dispute; (b) copy of letter of
transmittal will be sent to Contractor by registered mail. The Contractor shall submit to the University, within 10 days after receipt of said registered mail, a written statement for review and final action. The decision of the University shall be final and no further appeal will be considered. Such decision by the University and payment by the University shall be deemed to constitute Acceptance and Final Payment.

8.9.6 All prior partial estimates and payments shall be subject to correction at the time of Acceptance and Final Payment and if the Contractor has been previously over-paid, the amount of such overpayment shall be set forth in the Final Payment forms and the Contractor hereby agrees that he will reimburse the University for such overpayment within six months of receipt of such advice, and his surety will not be granted release from obligations under the terms of the contract until reimbursement has been made in full.

8.10 PAYMENT OF INTEREST

8.10.1 The State Finance and Procurement Article, Sections 15-101 thru 15-105 provides that the University shall remit payment to the Contractor within 45 days after receipt of a "proper invoice." The University's failure to remit payment within this period may entitle the Contractor to interest at the rate of 10% per annum, beginning on the 31st day. A proper invoice shall include a description of items or services provided; the date the goods were received by the ordering agency/University; or the inclusive dates the services were rendered; the price agreed upon pursuant to the contract; the basis for the billing; the purchase order or contract identification number; the Contractor's Federal Employers Identification Number or Social Security Number; and the name and address of the proper invoice recipient for the state agency, as specified in the contract. For purposes of this contract, an amount will not be deemed "due and payable" and interest payments will not be authorized for late payments unless the following conditions have been met:

(1) The amount invoiced is consistent with the amount agreed upon by the parties to the contract pursuant to the contractual agreement.

(2) The goods and/or services have been received by the University and the quantity received agrees with the quantity ordered.
(3) The goods and/or services meet the qualitative requirements of the contract and have been accepted by the University.

(4) The proper invoice has been received by the party or unit of government specified in the agreement.

(5) The invoice is not in dispute.

(6) If the contract provides for progress payments, the proper invoice for the progress payment has been submitted pursuant to the schedule contained in the contract.

(7) If the contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have been met. In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest within 30 calendar days after the payment date of the amount on which the interest accrued. Interest may not be claimed (1) if a claim has been filed under Section 17-201 of the State Finance & Procurement Article, (2) for more than one year following the 31st calendar day after the date that a proper invoice is received by a State Agency, (3) on an amount representing unpaid interest, or (4) on an amount due under a procurement contract remaining unpaid for any period prior to July 1, 1983.

8.11 AUDITS BY THE STATE

8.11.1 The Contractor agrees that the State or any of its duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

8.11.2 The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the State, or any of its duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract.
9.0 EMPLOYEES, SUBCONTRACTORS AND WORK CONDITIONS

9.1 EMPLOYEES AND WORKMANSHIP

9.1.1 Qualification of Employees. Only personnel thoroughly trained and skilled in the task assigned to them may be employed on any portion of the Work. Any employee found to be unskilled or untrained in his work shall be removed from the Work.

9.1.2 Licensed Employees. When Municipal, County, State or Federal laws require that certain personnel (electricians, plumbers, etc.) be licensed, then all such personnel employed on the Work shall be so licensed.

9.1.3 Quantity of Labor. The Contractor shall employ on the Work, at all times, sufficient personnel to complete the Work within the time stated in the contract.

9.1.4 Work Areas. The Contractor shall confine the operations of his employees to the limits as provided by law, ordinance, permits or directions of the University. Generally, the work area will be the same as the "Limit of Contract" line indicated in the construction documents.

9.1.5 Methods and Quality

(1) All workmanship shall be of good quality. Whenever the method of the Work or manner of procedure is not specifically stated in the contract documents, then it is intended that the best standard practice shall be followed. Recommendations of the manufacturers of approved materials shall be considered as a part of these specifications and all materials shall be applied, installed, connected, erected, used, cleaned and conditioned as so called for thereby. This, however, does not remove any requirement in these specifications to add to the manufacturer's recommendations.

(2) All materials shall be accurately assembled, set, etc., and when so required in good construction, shall be true to line, even, square, plumb, level and regularly spaced, coursed, etc. Under no circumstances, either in new or old Work shall any material be applied over another which has not been thoroughly cleaned, sanded, or otherwise treated so as not to impair the finish, adhesion or efficiency of the next applied item.
(3) All methods, procedure and results are subject to the University's approval as to finished result to be obtained. However, this is not to be interpreted as placing upon the architect any responsibility for the "Work" management which is solely the responsibility of the Contractor.

9.1.6 Scheduling

(1) The Contractor shall so schedule the Work as to ensure efficient and uninterrupted progress and to hold to an absolute minimum the cutting, and patching of new Work. All cutting, patching and digging necessary to the execution of the Work is included.

(2) The Contractor shall so schedule the construction performed by each group or trade that each installation or portion of the construction shall member with and join with every other new or old Work as required for a complete installation, all according to accepted good construction practice.

9.1.7 Superintendent. The Contractor shall keep on the Work, at all times during its progress, a competent, English-speaking superintendent and any necessary assistants, all approved by the University prior to commencement of the Work. The Contractor shall submit in writing to the University the name of the person it intends to employ as superintendent for the execution of this contract with a statement of the proposed superintendent's qualifications. This data will be reviewed by the University and an approval or rejection given in writing. Persons who have previously proved unsatisfactory on work executed for the University of Maryland, or who are without proper qualifications, will not be approved. Should it be necessary to change the superintendent, this procedure will be repeated. A single superintendent will be permitted to superintend two or more jobs located at the same institution or close to each other only when approved by the University in writing. The superintendent shall represent the Contractor. All directions given to the superintendent shall be as binding as it given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case should the Superintendent be complained of by the University for cause, he shall be removed from the Work and a new Superintendent obtained and approved as described above.
9.1.8 Discipline. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ or permit to remain on the Work any unfit person. He shall enforce all instructions relative to use of water, heat, power, no smoking, and control and use of fires as required by law, and the University. Employees must not be allowed to loiter on the premises before or after working hours.

9.1.9 Employee Safety. The Contractor shall designate a responsible member of his organization, on the Work, whose duty it shall be, in addition to his other duties, to prevent accidents and to enforce the standards of 9.6 of these conditions. The name and position of the person so designated shall be reported to the University by the Contractor at the commencement of the Work.

9.2 NON-DISCRIMINATION - EMPLOYMENT POLICIES

9.2.1 Acceptance of a contract based on these specifications constitutes agreement by the Contractor to comply with State policy as established by joint Resolution No. 16 of the General Assembly of 1958, which is:

"That on all public works being paid for in whole or in part with State or other public funds, preference shall be given to available persons who have been residents of Maryland for a period of at least six (6) months immediately prior to availability of positions for employment of laborers, mechanics and others, not including supervisory personnel not to exceed ten percent of the total working force."

9.2.2 The contents of Section 13-219 of the State Finance & Procurement Article is called to the attention of the Contractor and subcontractors, which is as follows:

(a) A contract subject to this Article may not be awarded to any Contractor unless the contract contains provisions obligating that Contractor not to discriminate in any manner against any employee or applicant for employment because of sex, race, creed, color, national origin or age and obligating the Contractor to include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor and subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
(b) Failure to include such a contract provision renders any contract void ab initio, but any party shall be entitled to the reasonable value of services performed and materials supplied. However, the State may elect to compel the performance of any contract under this section not containing the nondiscrimination provisions, but recovery against the proper party shall be limited to the reasonable value of services performed and materials supplied.

(c) Where the Contractor willfully fails to comply with the nondiscrimination provision the State may, where the contract is still executory in part, compel continued performances of the contract, but it shall be liable only for the reasonable value of services performed and materials supplied from the date that the breach of contract was discovered or should have been discovered, and any sums previously paid by the State under the contract, shall be set off against the sums to become due as the contract is performed.

(d) If the sub-Contractor willfully fails to comply with the nondiscrimination provisions, the Contractor may void the contract note and shall be liable only for the reasonable value of the services performed and materials supplied.

(e) Any person, whether an employee, prospective employee or not, with information concerning violations of the requirements of this section may inform the Board of Public Works which shall cause an immediate investigation of the charges. If the Board concludes that the charges are true it shall invoke the remedies set out in this section.

9.2.3 The Governor's Executive Order pertaining to the Code of Fair Practices, dated July 9, 1976, bars discrimination on account of political or religious opinion or affiliation in addition to the discriminations listed above.

9.2.4 It is understood that the provisions of the Civil Rights Act of 1961, are hereby included in this contract to the end that no person in the United States shall, on the ground of race, color, or natural origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under this Agreement.

9.2.5 The Contractor, subcontractor or agent of either, insofar as possible, shall secure labor through the
Maryland State Employment Service of the Maryland University of Human Resources, except where the Contractor has entered into a collective bargaining agreement under which labor is to be provided by the union. The Contractor is not required to conform to these provisions unless the Contractor and the union arrange with the Maryland State Employment Service for referral of such labor as they may mutually agree shall be referred. The Contractor shall be the sole judge of the competency or fitness and for satisfactory, service of any laborer referred to him by the Maryland State Employment Service.

9.2.6 Each Contractor with the University will submit to the Board of Public Works, at the Board's request, information as to the composition of the Contractor's work force. This information will be furnished on a form to be prescribed by the Board of Public Works.

9.2.7 The Contractor and all subcontractors will develop and maintain an Affirmative Action Plan directed at increasing the utilization of women and members of minority groups on State Public Works projects. Approval of that plan by the Board of Public Works shall be a prerequisite to the award of any contract for Public Works by the State or any agency of the State. The Affirmative Action Plan referred to in the preceding sentence shall contain written provisions and procedures for each of the following:

(1) Notification of established community organizations of employment opportunities, and the maintenance of records on responses by such organizations and their disposition.

(2) Maintenance of records, including name and address, of women and members of minority groups applying or referred for employment. The records shall indicate what disposition was made of the application. If such an applicant was not sent to a union hiring hall for referral or if such an applicant was not employed by the Contractor, the records shall indicate the reasons therefor.

(3) Notifications by the Contractor to the University if any union or unions with whom the Contractor has a collective bargaining agreement has not referred to the Contractor a woman or member of a minority group sent by the Contractor, or if the Contractor has other information that the union referral process is impeding efforts for the utilization of women and members of minority groups.

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(4) Participation in training programs, including those funded by the United States Government.

(5) Procedures for disseminating notice of the Contractor's equal employment opportunity policy by publicizing it through company newspapers and annual reports, conducting staff, employee and union representatives' meetings, posting, and by specific review with employees who are women or, members of minority groups.

(6) Procedures for disseminating notice of the Contractor's equal employment opportunity policy externally through review with all recruitment sources, advertising in news media, and discussion with sub-Contractors and suppliers.

(7) Recruitment efforts directed at minority organizations, schools with minority students, and minority recruitment and training organizations.

(8) Validation of all specifications selection requirements, and tests relating to employment.

(9) Procedures for promoting after-school, summer, and vacation employment to minority youth.

(10) Programs for the development of on-the-job training opportunities and participation and assistance in any association or employer group training programs.

(11) Programs for evaluating women and minority personnel for promotion opportunities and encouragement of such employees to seek those opportunities.

(12) Review of seniority practices and job classifications to insure that they do not have an improper discriminatory effect.

(13) Monitoring of personnel activities to insure that the Contractor's equal employment opportunity policy is being carried out.

(14) Proposals for soliciting bids for subcontracts from available minority sub-Contractors engaged in the trades covered by the bid conditions.

(15) Provision for reasonable accommodation to be made for handicapped applicants and qualified handicapped individuals.

(16) Provision for ensuring a work environment free from sexual harassment.
9.3 SUBCONTRACTS

9.3.1 The Contractor shall, as soon as practicable and before the execution of the contract, notify the University Representative in writing, of the names of subcontractors proposed for the principal parts of the work and for such others as the University may direct and shall not employ any that the University may object to as incompetent or unfit.

9.3.2 The Contractor agrees that he is as fully responsible to the University for the acts and omissions of his subcontractors and of persons either directly employed by them, as he is for the acts and omissions of persons directly employed by him.

9.3.3 Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the University, and nothing in the contract documents is intended to make the subcontractor a beneficiary of the contract between the University and the Contractor.

9.4 RELATION OF CONTRACTOR AND SUBCONTRACTOR

9.4.1 The Contractor agrees to bind every subcontractor and will see that every subcontractor agrees to be bound by the terms of the Agreement, the General Conditions, the Drawings and Specifications as far as applicable to the Work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the University.

9.4.2 The Contractor agrees to include the following provisions in all subcontracts and supply contracts applicable to the work. Subcontractor agrees to be bound to the Contractor by the terms of the Agreement, General Conditions, Drawings and Specifications, and to assume toward him all obligations and responsibilities that he, by those documents, assumes toward the University.

(1) The subcontractor agrees to submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment under Section 8 of these General Conditions.

(2) The subcontractor agrees to make all claims for extras, for extensions of time, and for damages for delays or otherwise, to the Contractor in the manner provided in the General Conditions for like claims by the Contractor.

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upon the University, except that the time for making
claims for extra cost is five days.

(3) The subcontractor agrees, upon completion of his Work,
to promptly pay all labor, material suppliers, vendors,
subcontractors and others, to permit simultaneous final
payment by the Contractor.

9.4.3 The Contractor agrees to be bound to the subcontractor
by all the obligations that the University assumes to
the Contractor under the Agreement, General Conditions,
Drawings, and Specifications, and by all the provisions
thereof affording remedies and redress to the
Contractor from the University.

(1) The Contractor also agrees to pay the subcontractor, upon
the payment of certificates, if issued under the schedule
of values described in Section 8 of these General
Conditions, the amount allowed to the Contractor on
account of the subcontractors Work to the extent of the
subcontractor's interest therein.

(2) To pay the subcontractor, upon the payment of
certificates, so that all at times his total payments
shall be as large in proportion to the value of the Work
done by him as the total amount certified to the
Contractor is to the value of the Work done by him.

(3) To pay the subcontractor to such extent as may be
provided by, the contract documents or the sub- contract,
if either of these provides for earlier or larger
payments than the above.

(4) To pay the subcontractor on demand for his Work or
materials as far as executed and fixed in place, less the
retained percentage, at the time the certificate should
be issued, even though the University Representative
fails to issue it for any cause not the fault of the
subcontractor.

(5) To pay the subcontractor a just share of any fire
insurance money received by the Contractor.

(6) To make no demand for liquidated damages or penalty for
delay in any sum in excess of such amount as may be
specifically named in the subcontract.

(7) To give the subcontractor an opportunity to be present
and to submit evidence in any matter involving his
rights.

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9.4.4 That no claim for services rendered or materials furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten days of the calendar month following that in which the claim originated.

9.4.5 The Contractor and the subcontractor agree that nothing in this section shall create any obligation on the part of the University to pay to or to see to the payment of any sums to any subcontractor.

9.5 PREVAILING WAGE RATES

9.5.1 All contracts in the amount of $500,000 or more shall be subject to the provisions of State Finance & Procurement Article, Sections 17-201, et seq, Annotated Code of Maryland. Where an original contract is in an amount less than $500,000 the terms of State Finance & Procurement Article, Section 17-201, shall not apply, even where subsequent change orders shall increase the total Contract in excess of $500,000. Wage rates applicable to projects of $500,000 or more are attached to the specification. Federal wage rates shall be in effect where applicable.

9.6 CONSTRUCTION SAFETY AND HEALTH STANDARDS

9.6.1 It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards, laws and regulations of the locality in which the work is done, the State, and the Federal government.

9.7 DRUG AND ALCOHOL FREE WORKPLACE

9.7.1 The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of the Contract.
10.0 MINORITY BUSINESS ENTERPRISE UTILIZATION

10.1 PURPOSE

10.1.1 The Contractor shall structure his procedures for the performance of the construction services required by this contract to attempt to achieve the result that a minimum of 10 percent of the total dollar value of the contract is performed directly or indirectly by minority business enterprise. Such performance by minority business enterprise shall be in accordance with this section. The provisions of this section are applicable to contracts with a value of $25,000 or more. The Contractor agrees to use his best efforts to carry out the requirements of this section consistent with efficient performance of the project.

10.2 DEFINITIONS

10.2.1 As used in this section, the following words have the meanings indicated.

A. "Certification" means a determination through the procedures outlined in COMAR 21.11.03.15 and 21.11.03.16 that a legal entity is a minority business enterprise.

B. "Control" means the exercise of the power to manage and operate a business enterprise.

C. The Procurement Officer will act as the "MBE Liaison Officer" to administer the University's Minority Business Enterprise (MBE) Program.

D. "Minority Business Enterprise" or "MBE" means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is at least 51 percent owned and controlled by one or more minority persons, or a nonprofit entity organized to promote the interests of the physically or mentally disabled.

E. "Minority Business Enterprise Certification Council" or "MBECC" is that Council created to administer the certification of minority business enterprises planning to do business with the State, except for those business entities desiring to contract with the Maryland Department of Transportation. The Certification Council is responsible for recertification and decertification determinations. The MBECC consists of one voting representative from the following State Agencies:
(1) The Department of Budget and Fiscal Planning;
(2) The Department of General Services;
(3) The Interagency Committee on Public School Construction;
(4) The Maryland Food Center Authority;
(5) The Office of Minority Affairs;
(6) The University of Maryland; and
(7) Three procurement agencies selected periodically by the Board of Public Works.

F. "Minority person" means a member of a socially or economically disadvantaged minority group, and includes Blacks (not of Hispanic origin), Hispanics, American Indians, Alaska natives, Asians, Pacific Islanders, women, and the physically or mentally disabled.

G. "Office of Minority Affairs" means the Governor's Office of Minority Affairs.

H. "Ownership" means:

(1) For a sole proprietorship, that the sole proprietor is a minority person. If the ownership interest held by a minority person is subject to formal or informal restrictions such as options, security interest, agreements, etc., held by a non-minority person or business entity, the options, security interest, agreements, etc., held by the non-minority person or business entity may not significantly impair the minority person's ownership interest.

(2) For a partnership, that at least 51 percent of the partnership's assets or interests are owned by a minority person or minority persons. If the ownership interest is held by a 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 a non-minority person or
business entity may not significantly impair the minority person's ownership interest.

(3) For a corporation, that legal and equitable ownership of at least 51 percent of all classes of stock, bonds, or other securities issued by the corporation is owned by a minority person or minority persons. If an ownership interest held by a minority person is subject to formal to 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 may not significantly impair the minority person's ownership interest.

I. "Procurement agency" means any State agency, except a University, that is authorized by law or regulations to procure or contract.

J. "Solicitation notice" means public notice of a solicitation for bids, offers, or expressions of interest which contains the nature of the procurement, relevant dates, the availability of solicitation documents, if any, and other pertinent information. The notice may consist of but is not limited to:

(1) Legal advertisement;
(2) Newspaper notice;
(3) Bid Board notice; or
(4) Bid or proposal documents including the invitation for bids or request for proposals.

10.3 CONTRACTOR RESPONSIBILITIES

10.3.1 MBE subcontract participation goal of a minimum of 10 percent of the contract has been established for this procurement. The Contractor agrees that this amount of the contract will be performed by minority business enterprises.

10.3.2 A MBE prime Contractor responding to the solicitation shall, if awarded the contract, accomplish an amount of work not less than the MBE subcontract goal with his own workforce, MBE subcontractors, or both in combination. The documentation requirements of 10.3.4 below, are applicable only if MBE subcontractors are to be utilized in the performance of the contract. The
MBE prime Contractor shall, however, be certified in accordance with 10.3.4(4) below.

10.3.3 Each bid or offer submitted in response to this solicitation shall be accompanied by a completed MBE Utilization Affidavit whereby the Contractor acknowledges the MBE participation goal and commits to make a good faith effort to achieve the goal.

10.3.4 Documentation. The following documentation shall be part of the contract, and shall be furnished by the apparent low bidder to the MBE liaison office within ten (10) working days from notification that the Contractor is the apparent low bidder or within ten (10) working days following the award, whichever is earlier. If the contract has been awarded and the following documentation is not furnished, the award shall be null and void

(1) A completed Schedule For Participation naming each MBE who will participate in the project that describes the contract items to be performed or furnished by the MBE, the proposed timetable for performance and the prices agreed to be paid to each MBE for the work or supply.

(2) If the apparent low bidder is unable to achieve the contract goal for MBE participation, the apparent low bidder shall submit, instead of or in conjunction with the Schedule of Participation, a written request for a waiver to include the following:

(a) A detailed statement of the efforts made to select portions of the work proposed to be performed by MBE's in order to increase the likelihood of achieving the stated goal;

(b) A detailed statement of the efforts made to contact and negotiate with MBE's including the names, addresses, dates and telephone numbers of MBE's contacted, and a description of the information provided to MBE's regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;

(c) As to each MBE that placed a subcontract quotation which the apparent low bidder considers not to be acceptable, a detailed statement of the reasons for this conclusion; and

(d) A list of minority subcontractors found to be unavailable. This should be accompanied by a
Minority Contractor Unavailability Certificate signed by the minority business enterprise or a statement from the apparent low bidder that the minority business refused to give the written certification.

(3) A MBE subcontractor project participation statement signed by both the bidder and each MBE listed in the schedule of participation which shall include:

(a) A Statement of Intent to enter into a contract between the prime Contractor and each subcontractor if a contract is executed between the University and the prime Contractor, or, if the prime contract has been awarded, copies of the subcontract agreement or agreements; and

(b) The amount and type of bonds required of MBE Contractors, if any.

(4) A completed and signed MBE Self-Certification Affidavit for any MBE prime Contractor and for each MBE subcontractor identified in the Schedule For Participation, provided that the bidder or subcontractors are not already certified by the Certification Council or the Department of Transportation under COMAR 21.11.15 or 21.11.16.

(5) A Solicitation Affidavit completed and signed by the prime Contractor stating that, in the solicitation of subcontract quotations, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors, and that the solicitation process was conducted in such a manner as to otherwise not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

(6) Any other documentation considered appropriate by the University to ascertain bidder responsibility in connection with the contract MBE participation goal.

10.3.5 The Contractor, by submitting its bid or offer; consents to provide such documentation as requested by the University pursuant to COMAR 21.11.03.13, and to provide right of entry at any reasonable time for purposes of the State's representatives verifying compliance with the MBE subcontractor requirements.

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10.4 RECORDS AND REPORTS

10.4.1 The Contractor shall maintain such records as are necessary to confirm compliance with its minority business enterprise utilization obligations. These records shall indicate the identity of minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work, services and procurement achieved by each contractor and subcontractor.

10.4.2 The Contractor shall submit information with his monthly cost breakdown for progress payments which indicates the dollar value of contracts awarded to minority business enterprises as the contract work occurs. This information will be submitted as a supplement to the Cost Breakdown For Progress Payments form. Failure of the Contractor to submit the required supplementary MBE participation information may result in delays in processing progress payments.

10.4.3 All records concerning MBE participation must be retained by the Contractor and will be available for inspection by the University for a period of three years after final completion of the contract.

10.5 ENFORCEMENT

10.5.1 The University is responsible for conducting inspections to confirm compliance with the terms of this section. If the University determines that the contractor or subcontractors are not in compliance with this section, the University will notify the Contractor of those measures which the Contractor must take to restore the Contractor to a state of compliance. If the contractor or subcontractor fails to take corrective action, the University may report the noncompliance to the Board of Public Works for appropriate action.

10.5.2 If the documentary material submitted by the Contractor or subcontractor to determine minority business status contains false, misleading information or other misrepresentations, the matter will be referred to the Attorney General for appropriate action.

10.6 CONTRACTOR ASSISTANCE

10.6.1 Contractors requiring assistance in locating Minority Business Enterprises are encouraged to contact the following offices:

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Equal Opportunity Section For
State Highway Administration
707 North Calvert Street
Room 409
Baltimore, Maryland 21202
301/333-1504

Contract Compliance Officer
Maryland State Department of General Services
301 W. Preston Street, Room 1201
Baltimore, Maryland 21201
301/225-4276

The State of Maryland Business Enterprise Directory is available to Contractors at either of the locations listed above. The Directory contains information about currently certified Minority Business Enterprises.

END OF SECTION