



HARFORD COUNTY MARYLAND DEPARTMENT OF PROCUREMENT

INVITATION FOR BIDS

BID NUMBER:	25-088
BID TITLE:	Emmorton Rec Interior Renovations – Batting Cage Area, Locker Room Areas, and the Front Lobby
PROCUREMENT AGENT:	Keith Wolcott 410-638-3550 kcwolcott@harfordcountymd.gov
PRE-BID MEETING:	December 11, 2025, at 1:30 PM EST Emmorton Recreation Office 2213 Old Emmorton Road, Bel Air, MD 21014
QUESTIONS DUE DATE AND TIME:	December 22, 2025, no later than 1:00 PM EST Questions must be submitted via Bonfire.
BID DUE DATE AND TIME:	January 14, 2026, 1:00 PM EST
INSURANCE REQUIREMENT:	New and/or Large-Scale Construction with Builders Risk
PREQUALIFICATION REQUIREMENT:	Prequalification(s) are required E1 – Buildings – Construction or E2 – Buildings - Remodeling
BID DEPOSIT REQUIREMENT:	Bid Deposit is required
BONDING REQUIREMENT:	Performance Bond is required Payment Bond is required Maintenance Bond is required
TIMELY DELIVERY OF SOLICITATION DOCUMENTS:	Bids must be received prior to the bid due date and time. Accepted bids will be publicly opened at 2:00 PM via the Webex link on the bid board via Bonfire, our new digital platform (please see attached Notice to Potential Bidders). Bonfire information is posted on the Harford County Bid Board. Bids will not be accepted after the due date and time.
DELIVERY METHODS:	Must be entered into Bonfire by 1:00 PM of the date due.

BIDS WILL NOT BE ACCEPTED AFTER THE DUE DATE & TIME

Minority, Disadvantaged, Women, Small and Veteran Owned Business Enterprises are encouraged to respond to solicitations. The Maryland Department of Transportation website, www.mdot.maryland.gov/newMDOT/MBE/Index.html, provides important information, including certification, workshops, and other valuable resources to suppliers.

Robert G. Cassilly
County Executive

Director of Procurement

HARFORD COUNTY PROCUREMENT

220 S. MAIN STREET, BEL AIR, MD 21014

www.harfordcountymd.gov 410.638.3550

Notice to Potential Bidders

Harford County has partnered with Bonfire Interactive, which creates a new procurement portal that allows you to receive notifications of business opportunities and to submit bids and proposals to Harford County Government digitally.

Harford County will continue to use the State platform of eMaryland Marketplace Advantage (eMMA) as required by state law. Registration through the Bonfire portal does not replace the need to be registered through eMMA.

Please visit the link below if you have not already registered through the Bonfire portal. Registration is easy and free.

<https://www.harfordcountymd.gov/VendorRegistration>

This Invitation for Bids uses Bonfire, a digital submission platform. Please submit all bid form pages (labeled BF) in Bonfire as an attachment in lieu of delivering or mailing in a hard copy. Please use the bid table pages (labeled BT) and marked with "SAMPLE" as a reference when entering prices into the Bonfire portal.

Please note that your bid submission has not been completed until you have submitted, finalized and received a confirmation code.

Should you have any questions please contact us at 410-638-3550.

INVITATION FOR BIDS
BID NO. 25-088

**Emmorton Recreation Interior Renovations Batting Cage Area, Locker
Room Areas, and Front Lobby**

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Technical Specifications:

There are 90 pages of Technical Specifications dated 10/30/2025
MEP Specifications are included on the Plan Sheets

PLAN SHEETS: (to be printed on 24" x 36" paper)

Note: There will be a link provided for drawing download

GENERAL INSTRUCTIONS (PLEASE READ THOROUGHLY)
THESE ARE GENERAL INSTRUCTIONS FOR ALL PROJECTS; SHOULD THERE BE A DISCREPANCY BETWEEN THESE GENERAL INSTRUCTIONS AND THE PROJECT REQUIREMENTS AND/OR GENERAL REQUIREMENTS, THE PROJECT REQUIREMENTS AND/OR GENERAL REQUIREMENTS WILL PREVAIL.

1. INSTRUCTIONS, FORMS AND SPECIFICATIONS:

Instructions, forms and specifications may be obtained by going to our website at www.harfordcountymd.gov/158/procurement.

- a) All bids are to be submitted in accordance with forms for this purpose, which are available on our website.
- b) Bids will not be accepted after the bid due date and time.
- c) Additional information or clarification of any of the instructions or information contained herein must be obtained from the Department of Procurement.
- d) Should any bidder find discrepancy in the plans or specifications or should the bidder be in doubt as to their meaning or intent of any part thereof, the bidder must prior to bid submission, request clarification from the assigned Procurement Agent, who will issue an addendum or otherwise clarify the matter. Every request for such interpretation should be sent via the Bonfire portal to the assigned Procurement Agent and marked "Request for Clarification". The request must be received on or before the due date for questions. 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. All addenda issued during the time for bidding shall form a part of the Contract requirements and shall be considered by the bidders in preparing their bids. Failure of any bidder to receive any addendum or interpretation shall not relieve such bidder from any obligation under their bid as submitted.
- e) The County will assume no responsibility for oral communications. All official correspondence in regard to the specifications shall be directed to and will be issued by the assigned Procurement Agent in writing.
- f) Oral bids or modifications of bids will not be acceptable.
- g) Bids must be entered by the Bidder. When an unincorporated business is a bidder, the agent who signs the business name to the bids shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of the State the corporation is chartered and the names and titles of the officer having the authority under the bylaws to sign contract. Anyone signing the bid as agent must file with it legal evidence of his authority to do so. Post office address, County and State, and telephone number must be given after the signature of the person signing the bid.
- h) Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Bids will not be accepted after the due date and time. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by

mutual agreement between the County and the bidder.

2. AWARD OF CONTRACT:

- a) Award shall be made to the lowest responsive and responsible bidder. In addition to price, consideration will be given to the following when determining the lowest responsive and responsible bidder: what is in the best interest of Harford County, Maryland; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements outlined in the request.
- b) Any other considerations for the award will be stated on the bid form or specifications.

3. TAXES:

The Contractor will be required to pay the Maryland State Tax on all materials and supplies used on the project in accordance with Maryland State Law.

4. INSURANCE:

Please see attached Insurance Requirements in the Bid Specifications.

5. RESERVATIONS:

- a) The County reserves the right to reject any or all bids or parts of bids when, in its judgment, the public interest will be served thereby.
- b) The County, with the approval of the County Attorney, may waive informalities and irregularities in bids (Sec. 41-24 Procurement Law) as the interest of the County may require.
- c) The County may reject a bid as non-responsive if the unit prices bid are mathematically or materially unbalanced.
- d) Interpretation of Quantities in Bid Schedule: The quantities appearing in the prepared bid schedule are approximate only and are prepared for the canvassing of bids. Payment to the Bidder will be made only for the actual quantities of items furnished in accordance with the Contract and it is understood that the scheduled quantities of items to be furnished may be increased, diminished or omitted without in any way invalidating bid prices.
- e) The County may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased nor increase estimated maintenance and repair cost to the County.

6. DELIVERY:

- a) Bidders shall guarantee delivery of materials in accordance with such delivery schedule as may be provided in the specifications and bid forms.
- b) All items shall be delivered F.O.B. destination and delivery costs and charges are included in the bid unless otherwise stated in the bid package.
- c) Delivery time may be a factor in award of bid.

7. COMPETITION, LITERATURE, SAMPLES:

- a) To better insure fair competition and to permit a determination of the award, bids may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced.
- b) The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in specifications is for the purpose of designating a standard of quality and type and for no other reason. Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. **Bidders must follow the guidelines as stated in Number 8. Deviation from Specifications below.**
- c) No bidder will be allowed to offer more than one price on each item even though they may believe that they have two or more types or styles that will meet the specifications. Bidders must determine for themselves which item to offer. If the bidders should submit more than one price on any item, all prices for that item may be rejected at the discretion of the Contract Awarding Authority.
- d) A statement of the origin, composition and manufacturer of any or all materials to be used in the work shall be supplied, if requested, on the Bid Form.
- e) Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and consistent with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

8. DEVIATION FROM SPECIFICATIONS:

In addition to the above requirements, all deviations from the specifications must be submitted in detail by the bidder in writing, **PRIOR TO the due date for questions as noted on the cover page of this solicitation.** Harford County will review and respond to the requested deviation within five (5) business days of bid due date and an addendum will be issued if the deviation submission is approved. The bidder shall clearly indicate the product for which they are requesting approval with the associated specification section (if applicable) and shall supply a product sample and/or sufficient data to enable an intelligent comparison to be made with the particular brand or manufacturer specified. Catalog cuts and descriptive data shall be attached to the submission request where applicable. The request must include supporting information/documentation to substantiate that the alternate material, method or work offered is, for the purpose intended, at least equivalent to that prescribed in the specifications in terms of suitability, strength, effectiveness, fire-resistance, durability, and safety. This may include testing criteria, manufacturers' data, history of a material's performance results, etc. Failure to submit the above information may be sufficient grounds for rejection of the deviation submission. Unless written approval for a specification deviation in the form of an addendum has been issued by Harford County, bidder will be held strictly accountable to Harford County for furnishing material, equipment,

or services in full accordance with the specifications as written. Items furnished that do not meet the specifications may be rejected upon delivery to the County and returned to Vendor at Vendor's cost.

9. INSPECTION:

All materials, supplies, and/or services delivered or performed for Harford County shall be subject to final inspection by Harford County and/or other independent testing laboratories as may be designated by the Director of Procurement. If the result of one or more of such tests indicates that any part of the materials or supplies are deficient in any respects, the County may reject all or any part of the materials and supplies to be provided under the contract. The Director of Procurement may waive variances in materials, supplies, and/or service upon written recommendation by the County Agency involved in the purchase.

10. ERRORS IN EXTENSION:

Where the unit price and the extension price are at variance, the unit price will prevail.

11. BID DEPOSIT (if applicable):

- a) Bids must be accompanied by a Bid Bond or Certified Check in the amount of 5% Bid Price Total. If Bid surety will be Certified Check that Check must be received at 220 South Main Street, Bel Air, MD 21014 **PRIOR** to 1:00 p.m. on the bid due date utilizing the locker system in the main lobby. Bid surety not received by the 1:00 p.m. deadline will render the bid non-responsive.
- b) Bid Deposit of all but the three (3) lowest bidders will usually be returned immediately after determination of the order of bids. The Bid Deposits of the second and third bidders will be returned immediately following the execution of a contract by the determined low bidder.
- c) If no contract has been awarded within ninety (90) days of the bid opening, bid security will be returned upon the demand of the bidder.
- d) Where the specifications or instructions provide bond requirements, the check of the successful bidder will be returned upon execution of contract and receipt of Performance Payment and Maintenance Bonds, as required under Section 12 below.

12. BONDING INFORMATION (if applicable):

Performance, Payment and Maintenance bonds **MUST** be submitted on a Harford County Bond Form. Sample Bond Forms are enclosed herewith for your review. The successful bidder will be provided with the proper bond forms upon award of contract. Harford County Maryland will only accept Bonds from Companies holding certificates of authority as acceptable sureties as published annually in the Federal Register, Department of the Treasurer, Fiscal Service, Department of Circular 570.

13. PERFORMANCE BOND (if applicable):

The successful bidder shall be required to furnish a Performance Bond in the amount of 95% of the contract, with the condition that they shall comply in all respects with the terms, conditions and agreements of the contract.

14. PAYMENT BOND (if applicable):

The successful bidder shall be required to furnish a Payment Bond in the amount of 95% of the contract for the protection of all subcontractors and material suppliers in accordance with Section 17-130 State Finance and Procurement of the Annotated Code of Maryland.

15. MAINTENANCE BOND (if applicable):

The successful bidder shall be required to furnish a Maintenance Bond in the amount of 10% of the final contract price.

- a) The Contractor shall furnish a maintenance bond in favor of the County in a form and with a surety approved by the Owner, binding the Contractor as principal and the surety to promptly and properly replace any improper work or materials that may become apparent within a period of twelve (12) months following Harford County Acceptance of the Work.
- b) The maintenance bond will be submitted to the Department of Public Works prior to payment of final work estimate.
- c) Upon acceptance by the County of the maintenance bond the sum retained by the County will be paid to the Contractor.
- d) The maintenance bond shall consist of a surety bond in the amount of ten (10) percent of the total construction contract.
- e) The maintenance bond remains in effect for twelve (12) months unless otherwise directed from date of issuance.
- f) A punch list of items of work needing attention or correction will be maintained by the Department of Public Works.
- g) Sixty (60) days prior to expiration of maintenance bond, the Contractor will be notified of items on the punch list with a request for the schedule of completion.
- h) If the Contractor fails to comply with the notification within thirty (30) days, the Department of Public Works will notify the Contractor and send a copy to the bonding company stating that failure to comply with re-notification in two (2) weeks will result in the County completing the items on the punch list and charging the bonding company.
- i) Upon completion of maintenance bond requirements, the Department of Public Works will notify the Contractor of fulfillment of obligations of the bond.

16. LAW AND REGULATIONS:

In all operation related to the subject item, all laws and regulations of Harford County and all United States, State of Maryland Laws which are applicable to the Contract must be strictly complied with. The Contractor shall protect and indemnify Harford County and its agents or employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations, whether by the Contractor or their employees.

17. SITE VISIT (if applicable):

Prior to preparing the bid, the Bidder shall visit the site. They shall be familiar with all existing conditions, making all necessary investigations as to locations of pipelines and services and all other matters which can affect the work proposed. Bidder shall be familiar with the plans and specifications. The failure or omission of any Bidder to examine

any form instrument or document shall in no way relieve any Bidder from any obligation in respect to their bid.

18. QUALIFICATION AND LICENSE:

The County may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

19. FORM OF CONTRACT:

An appropriate Harford County Contract will be executed in accordance with Section 41-26 of the Harford County Code.

20. PREQUALIFICATION REQUIREMENTS (if applicable):

All Contractors must be fully prequalified by the County, in the appropriate category prior to the bid due date and time as a condition of bidding. Submission of a prequalification application alone does not constitute approval, and Contractors who have not been formally approved as prequalified by the deadline are not eligible to submit a bid, consistent with Harford County Code § 41-26(G)(2)(e). **Any bid submitted by a Contractor who is not properly prequalified at the time of submission will not be opened or considered.** It is the Contractor's responsibility to ensure its prequalification status is active and approved in advance; the County will not expedite, or guarantee review of applications submitted close to the bid deadline.

21. COOPERATIVE PURCHASING:

Harford County reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded bidder(s) and these contract(s) shall be binding only upon the principals signing such document. Invoices shall be submitted in duplicate "directly" to the ordering

jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. Harford County does not assume any responsibility other than to obtain pricing for the specifications provided.

future fiscal years and that the unavailability of funds appropriated in a future fiscal year for this procurement shall automatically terminate this Contract and render it void without liability to the County, except Contractor will be paid for work performed up to the date of termination. The County shall notify Contractor in writing of such event of termination.

22. RECIPROCAL PREFERENCE FOR LOCAL BIDDERS:

- a) When supplies or contractual services are purchased through the bid process established by Chapter 41 of the Harford County Code, the County may give a preference to the local bidder who is the lowest responsible local bidder if:
 - (1) All bids received are for the total amount of unit price, quality and service being equal, the contract shall be awarded to a local bidder.
 - (2) The other county or state gives a preference to its local bidders; and
 - (3) A preference does not conflict with a federal law or grant affecting the purchase of the supplies or contractual services.
- b) A preference given under this section shall be identical to the preference that the other county or state gives to its local bidders.

23. HIRING OF ILLEGAL ALIENS PROHIBITED FOR PERFORMANCE OF COUNTY WORK:

- a) Harford County does not knowingly hire illegal aliens through direct employment or through its vendors, contractors, or their subcontractors or suppliers. Harford County expects its vendors, contractors and their subcontractors and suppliers to comply with all applicable federal, state and local laws, codes, rules and regulations concerning lawful entitlement to work in Harford County, the State of Maryland and the United States of America. Bidders shall be required to attest that they shall hire only individuals lawfully entitled to work in the United States of America for this contract.
- b) Compliance with the contractual requirement that contractors hire only individuals lawfully entitled to work in the United States of America is material to Harford County. Breach of this material contractual obligation could result in contract termination in addition to, and not in lieu of, any and all other remedies available to Harford County and any and all other damages for which a contractor might be liable. Nothing herein shall require Harford County to elect to terminate a contract for default to the exclusion of any other remedy.

24. ELIGIBILITY OF CANDIDATES FOR EMPLOYMENT:

- a) The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.
- b) Harford County encourages employers to utilize the E-Verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

25. FUNDING OUT:

Contractor understands that any Contract that results from this bid, is subject to the availability of funds in

26. NO SMOKING POLICY:

Harford County has a policy whereby the use of tobacco products, including cigarettes, cigars, pipes, chewing tobacco and snuff is strictly prohibited on County property. The Contractor shall adhere to this policy.

27. eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION:

Contractors are required to register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

28. QUOTE FORMS:

Quotes for projects or task orders resulting from the subsequent contract must contain the following statement if the Contractor is providing a quote using the Contractor's quote form:

This quote is subject to the terms and conditions of Harford County Contract No. ____, which cannot be changed or supplemented by anything contained herein unless expressly agreed to by the County via written Addendum.

29. BONFIRE REGISTRATION:

Contractors are required to register on Bonfire at <https://www.harfordcountymd.gov/VendorRegistration>. This portal will allow contractors to receive notice of business opportunities and submit bids and proposals digitally. Registration is free and easy.

ENTITY NAME: _____

SUBMIT ONE (1) ORIGINAL SET OF BID FORMS

BID FORM

BID NO. 25-088

Emmorton Recreation Interior Renovations Batting Cage Area, Locker Room Areas, and Front Lobby

TO: Department of Procurement
Keith Wolcott
Harford County, Maryland
220 South Main Street
Bel Air, Maryland 21014

From: _____

Basis of Award:

1. Contract award shall be made to the lowest responsive and responsible bidder. In addition to price, consideration may be given to the following when determining the lowest responsive and responsible bidder: what is in the best interest of Harford County, Maryland; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements outlined in the request.

ENTITY NAME: _____

2. It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder. The Owner shall have the right to award the Contract to the apparent low bidder based on ANY COMBINATION of the BASE BID ITEMS plus Alternates and/or Allowance or with no Alternates or no Allowance. The Owner reserves the right to apply the Alternate and/or Allowances in any combination or order for the overall benefit of the Project as defined by the Owner. The Base Bid items, Alternate items, or Allowance item may be skipped or not awarded when there are no available funds at the time of bid. If the current year's funds are insufficient to award the entire contract amount, the County may elect not to award any or all the Base Bid Items, Bid Alternate, and/or Bid Allowance.
3. All bidders **must be** prequalified in all areas specified if applicable.
4. All bidders **must be** registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340.
Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: www.dat.state.md.us/sdatweb/sdatforms.html - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941.

*” a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country.”
Sec. 1-101 Annotated Code of Maryland Corporations and Associations.
5. All bidders **must be** in good standing with Harford County, Maryland. Bidders must resolve any outstanding taxes, fees or accounts with Harford County.
6. **Award shall be made to the lowest responsive and responsible bidder who meets all requirements as specified in Numbers 1-5 above at time of award.**
7. Bid Checklist – Failure to meet requirements A-E below, may result in your bid being rejected as non-responsive (check the following):

ENTITY NAME: _____

- A. We are in good standing with State and Local Governments. Yes__ No__
Dept. ID as recorded by Maryland Dept. of Assessments and Taxation: _____
- B. We are pre-qualified with Harford County in all stated areas (if applicable). Yes__ No__ N/A__
Date of Certificate Expiration:_____
- C. We are submitting the Bid Bond (if applicable). Yes__ No__ N/A__
- D. We are submitting One (1) Original Bid Form. Yes__ No__
- E. We acknowledge it is the bidder's responsibility to check Bonfire for any and all addenda. We have completed the Addendum Acknowledgement table below, and we further understand that failure to complete this section may cause our submittal to be deemed non-responsive. Yes__ No__ N/A__

Addendum Acknowledgement	
Addendum No.	Date of Addendum

ENTITY NAME: _____

Insurance Requirements:

I certify that the insurance requirements herein have been reviewed and will be complied with if awarded a contract as a result of this solicitation.

Acknowledgement/Initials: _____

Discount of Terms of Payment may be considered in determining the award at the sole discretion of the County. Any other considerations for the award will be stated on the specifications and proposal.

Payment Terms: The payment terms shall be considered net 30 days unless otherwise indicated below by the bidder.

This bidder, in compliance with the above-captioned Invitation for Bids has examined the plans, specifications and related documents, and the site of the proposed work (as applicable), is familiar with all the conditions surrounding the proposed project including materials, supplies and services to complete the project in accordance with the contract documents.

Bidder agrees to perform all work described in this Invitation for Bids, for the prices set forth on the Bid Form.

Within 10 calendar days after receiving notice of acceptance of this bid, Bidder will execute the formal contract and deliver it to the Harford County Department of Procurement, with the bonds (if applicable) as required by the General Instructions.

The Bid Deposit attached (if applicable) in the sum of five percent (5%) of the total bid amount becomes the property of the County in the event the contract and bonds are not executed and delivered within the time set forth above, as liquidated damages for the delay and additional expense to the County caused thereby.

BID/PROPOSAL AFFIDAVIT:

ENTITY NAME: _____

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (name of business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

In preparing its bid or proposal on this project, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid or proposal submitted by the bidder or proposer on this project, and terminate any contract awarded based on the bid or proposal. As part of its bid or proposal, the bidder or proposer herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder or proposer discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder or Proposer agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

ENTITY NAME: _____

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business. If this does not apply/there are no exceptions, please state "None"):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension. If this does not apply/there are no exceptions, please state "None"):

ENTITY NAME: _____

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The above business was not established, and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification. If this does not apply/there are no exceptions, please state "None"):

F. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

ENTITY NAME: _____

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or proposal price of the bidder or proposer or contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or proposal is submitted.

G. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 14-103.1 of the Election Law Article of the Annotated Code of Maryland, which requires that every business that makes or has a single contract with a single governmental entity involving cumulative consideration of at least \$200,000 shall, within 15 days after award of the contract, file with the State Board of Elections certain specified information to include disclosure of beneficial ownership of the business.

H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Title 14 of the Election Law Article of the Annotated Code of Maryland, which requires that every person who enters into a single contract with the State of Maryland, including its agencies or a political subdivision of the State, shall file with the State Board of Elections a statement complying with the requirements of §14-104(b) of the Election Law Article of the Annotated Code of Maryland.

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

ENTITY NAME: _____

I FURTHER AFFIRM THAT:

(1) The business named above is a (check one):
☐ Maryland (domestic) corporation
☒ foreign (non-Maryland) corporation

registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

K. TROPICAL HARDWOOD AND TROPICAL HARDWOOD PRODUCTS

ENTITY NAME: _____

Acknowledging §41-19.1 of the Harford County Code, which prohibits the County from making or renewing a contract that requires the use of the tropical hardwoods and tropical hardwood products except in cases where the Director of Procurement determines (1) that there is no acceptable non-tropical hardwood equivalent; or (2) tropical hardwood is required for restoration of a structure designated as historic under federal, state or county law, and requires that any bid or proposal that does not contain this certification be rejected.

I FURTHER AFFIRM THAT:

No tropical hardwoods or tropical hardwood products (Acapu, Afrormosia, Almon, Amaranth, Amazaque, Aningeria Apitong, Blasa, Banak, Bella Rosa, Benge, Boire, Bubinga, Cativor, Chenchen, Concobolo, Cordia, Ebony, Gaboon, Iroko, Koa, Koto, Red Lauan, White Lauan, Tanguile, Limba, Louro, Africa Mahogany, American Mahogany, Makore, Movingui, African Padauk, Angola Padauk, Peroba, Purpleheart, Ramin, Rosewood, Sapele, Sonora, Teak, Tigerwood, Wenge, or Zebrawood) shall be supplied to the County or used in connection with the Contract, except as specifically approved by the Director of Procurement.

L. COMPLIANCE WITH LAWFUL ENTITLEMENT TO WORK

I FURTHER AFFIRM THAT:

I will warrant and, if requested, shall certify in writing that neither the above business nor any subcontractor or supplier thereto shall employ an illegal alien or any individual for this project while knowing the illegal alien or individual is not authorized to work within the United States of America or otherwise fail to comply with all requirements of the federal immigration and naturalization laws, including verification and record keeping requirements.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

ENTITY NAME: _____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN): _____

The undersigned acknowledges they have read the Invitation for Bids and all Addenda including those posted on Bonfire and hereby submits the above Bid.

BID SUBMITTED BY:

ENTITY NAME
(Must be entity name as registered with Maryland
State Department of Assessments & Taxation)

TELEPHONE NUMBER

REPRESENTATIVE & TITLE
(TYPE OR PRINT)

FAX NUMBER

REPRESENTATIVE & TITLE
(SIGNATURE)

E-MAIL ADDRESS

ADDRESS

MD. CONTRACTOR'S LICENSE NO.

ENTITY NAME: _____

DATE

DATE AND PLACE OF ISSUE

Per Section 1(h) of the General Instructions, if company is unincorporated, list below the names and addresses of individuals composing the firm.

Name: _____ Address: _____

Name: _____ Address: _____

BID NO. 25-088

**Emmorton Recreation Interior Renovations Batting Cage Area,
Locker Room Areas, and Front Lobby**

BASE BID ITEMS:

Item	Description	Estimated Quantity	Unit Size	Total Price Dollars & Cents
1	The demo and construction of the Batting Cage area, per the construction documents	1	LS	
2	The demo and construction of the Locker Room area, per the construction documents	1	LS	
3	The demo and construction of the Lobby area, per the construction documents	1	LS	

TOTAL BID SUBMITTED FOR BASE BID (ITEMS 1-3): \$ -

TOTAL BID SUBMITTED FOR BASE BID (ITEMS 1-3) WRITTEN WORDS *IF NO CENTS, WRITE NO CENTS

ALLOWANCES: If the Allowance item or part of the allowance item is not used, the remaining amount will be credited off the total contract amount via a credit change order. If the cost of the item exceeds the allowance amount, a change order will be processed for the additional cost.

Item	Description	Estimated Quantity	Unit Size	Total Price Dollars & Cents
1	Allowance for unforeseen conditions during renovations.	1	LS	\$ 25,000.00

TOTAL: BASE BID ITEMS 1-3 PLUS ALLOWANCE ITEM 1 \$ 25,000.00

TOTAL LUMP SUM OF BASE BID ITEMS 1-3 PLUS ALLOWANCE 1 WRITTEN WORDS *IF NO CENTS, WRITE NO CENTS

ALTERNATE BID ITEMS:

Item	Description	Estimated Quantity	Unit Size	Total Price Dollars & Cents
------	-------------	--------------------	-----------	-----------------------------

BID NO. 25-088

1	Continue LVP Flooring through corridors 108A and 108B to the Fitness Room Door, and both Tennis Court Doors and the Vestibule	1	LS	\$ -
2	Continue painting through Corridors 108 A and 108B to the Fitness Room Door, both Tennis Court Doors, and the Vestibule.	1	LS	\$ -
3	Remove existing flooring and install new LVP Floor in Classroom 108C.	1	LS	\$ -

HARFORD COUNTY, MARYLAND PERFORMANCE BOND

Principal _____

Business Address of Principal _____

Surety

Resident Agent's Name & Address:

A corporation of the State of _____, and authorized
to do business in the State of Maryland.

Name and address of any other person who must receive notice of
any breach of nonperformance of principal:

Obligee: HARFORD COUNTY, MARYLAND
220 S. Main Street, Bel Air, Maryland 21014

BY: Director of Administration
THRU: Director of Procurement

Penal Sum of Bond (express in words and figures) _____
Date Bond Executed: _____

Complete Description of Agreement _____

Agreement Number: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee, Harford County, Maryland, in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a Performance Agreement, (the "Agreement"), with Harford County, Maryland, by and through the Department named above acting for Harford County, Maryland, which Agreement is described as shown above, and incorporated herein by reference. The Agreement and all items incorporated into the Agreement, together with any and all changes, extensions of time, alterations, modifications, or additions to the Agreement approved by the Director of the above-named Department, (the "Director"), or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the Agreement shall hereinafter be referred to as "the Agreement."

WHEREAS, it is one of the conditions precedent to the final award of the Agreement that this Performance Bond be executed.

NOW, THEREFORE, during the original term of said Agreement, during any extensions thereto that may be granted by the Director, and during the guarantee and warranty period, if any, required under the Agreement, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Agreement; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Director to be in default under the Agreement, the Surety may, within 15 days after notice of default from the Director, notify the Director of its election to either promptly proceed to remedy the default or promptly proceed to complete the Agreement in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above-stated options, then the Director may have any and/or all remaining work under the Agreement completed. Surety to remain liable hereunder for all expenses of completion up to but not exceeding the Penal Sum stated above. Surety will immediately forfeit and pay to Obligee all or part of the Penal Sum, as demanded by the Director.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement

or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and/or the Laws of Harford County, Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below his or her title as general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has cause the following: The corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below, and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: (Witness)	Individual Principal
_____ as to _____	_____
In Presence of: (Witness)	Co-Partnership Principal
_____ as to _____	By: _____
_____ as to _____	_____
_____ as to _____	_____
Attest	Corporate Principal
_____ as to _____	By: _____
	President
Attest	Surety
_____ as to _____	_____
	By: _____
	Title: _____
	Business Address of Surety:

Bonding Agent's Name and Address:	_____

**HARFORD COUNTY, MARYLAND
PAYMENT BOND**

Principal _____

Business Address of Principal _____

Surety

Resident Agent's Name & Address:

A corporation of the State of _____, and
authorized to do business in the State of Maryland.

Name and address of any other person who must receive notice of
any breach of nonperformance of contractor/
principal: _____

Owner: HARFORD COUNTY, MARYLAND
220 S. Main Street, Bel Air, Maryland 21014

BY: Director of Administration
THRU: Director of Procurement

Bond Amount _____

Date Bond Executed: _____

Complete Description of Construction Contract

Contract Number: _____

Contract Amount: _____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 11) of any claims, demands, liens or suits and tendered defence of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 11) and send a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 11) and sent a copy, or notice thereof, to the owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 60 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
8. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase

orders and other obligations.

10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3; or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
12. When this bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
13. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
14. DEFINITIONS:
 - 14.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors and all other items for which a mechanic's lien may be asserted in the jurisdiction where labor, materials or equipment were furnished.
 - 14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

In Presence of: (Witness)

Individual Principal

as to

In Presence of: (Witness)

Co-Partnership Principal

as to

By:

as to

as to

Attest

Corporate Principal

as to

By:

President

Attest

Surety

as to

By:

Title:

Business Address of Surety:

Owner: Harford County, Maryland
Department of Procurement
220 S. Main Street
Bel Air, Maryland 21014

Bonding Agent's Name and Address:

**HARFORD COUNTY, MARYLAND
MAINTENANCE BOND**

Principal _____

Business Address of Principal _____

Surety: _____

Resident Agent's Name & Address

A corporation of the State of _____, and authorized to
do business in the State of Maryland.

Name and Address of any other person who must receive notice of any
breach or nonperformance of Principal.

Obligee: HARFORD COUNTY, MARYLAND
220 S. Main Street
Bel Air, Maryland 21014

BY: Director of Administration
THRU: Director of Procurement

Penal Sum of Bond (Express in Words and Figures) _____

Date Bond Executed _____

Complete Description of Maintenance Agreement _____

Agreement Number _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal named above, are held and firmly bound unto the Obligee, Harford County, Maryland, in the Penal Sum of this Maintenance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these Presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a Maintenance Agreement (the "Agreement") with Harford County, Maryland, by and through the Department named above acting for Harford County, Maryland, which Agreement is described as shown above and incorporated herein by reference. The Agreement and all items incorporated into the Agreement, together with any and all changes, extensions of time, alterations, modifications, or additions to the Agreement approved by the Director of the above-named Department (the "Director"), or to the work to be performed thereunder or to the Plans, Specifications and Special Provisions, or any of them, or to any other items incorporated into the Agreement shall hereinafter be referred to as "The Agreement."

WHEREAS, it is one of the conditions precedent to the final award of the Agreement that this Maintenance Bond be executed.

NOW, THEREFORE, during the original term of said Agreement, during any extensions hereto that may be granted by the Director, and during the guarantee and warranty period, if any, required under the Agreement, unless otherwise stated therein, this Maintenance Bond shall remain in full force and effect for a period of _____ year(s) from the date of acceptance by the Director, which is established as _____ (date of Substantial Completion).

Whenever Principal shall be declared by the Director to be in default under the Agreement, the Surety may, within 15 days after notice of default from the Director, notify the Director of its election to either promptly proceed to remedy the default or promptly proceed to complete the Agreement in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above-stated options, then the Director may have any and/or all remaining work under the Agreement completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the Penal Sum stated above. Surety will immediately forfeit and pay Obligee all or part of the Penal Sum, as demanded by the Director.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Maintenance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the Specifications.

This Maintenance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Maintenance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: The corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below, and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: (Witness)

Individual Principal

_____ as to _____

In Presence of: (Witness)

Co-Partnership Principal

_____ as to _____

BY: _____

_____ as to _____

_____ as to _____

Attest:

Corporate Principal

_____ as to _____

BY: _____

President

Attest:

Surety:

_____ as to _____

BY: _____

TITLE: _____

Business Address of Surety _____

Bonding Agent's Name and Address:

HARFORD COUNTY CONSTRUCTION CONTRACT

CONTRACT NO.
INSERT TITLE

THIS CONTRACT made and entered into this _____ day of _____, 2025, by and between **HARFORD COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, sometimes hereinafter referred to as "County," and **INSERT COMPANY AND ADDRESS** sometimes hereinafter referred to as "Contractor."

WHEREAS, the County requires **INSERT REQUIREMENT** ("Project").

WHEREAS, the County issued **Invitation for Bids No. _____** ("IFB")/**Request for Proposal ("RFP")** to obtain bids from qualified contractors to construct the Project: and

WHEREAS, the Contractor submitted a bid dated **INSERT DATE** to provide the required services ("Bid"), which is attached as Exhibit 1 and incorporated herein; and

WHEREAS, the County and the Contractor desire to enter into a contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and the recitals, which are incorporated by reference herein, the County and the Contractor, intending to be legally bound, agree as follows:

SECTION I: CONTRACT DOCUMENTS

The contract between the County and the Contractor shall consist of this Harford County Construction Contract; and the following documents incorporated by reference: the approved plans and specification for the Project; the IFB/RFP and any documents referenced therein; and the following addenda to the IFB, including any document referenced therein: **INSERT ADDENDA NUMBER AND DATE**; Contractor's Bid (including the Bid Form and Bid Affidavits) (collectively referred to as the "Contract").

SECTION II: SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, equipment, tools and other facilities and services, as required to **complete the Project in accordance with the requirements of the Contract**.

B. The Contractor shall perform all work under this Contract in a diligent and workmanlike manner and shall exercise the degree of skill and expertise as is customarily employed by similar contractors performing similar work.

C. Specifications, plans and drawings referenced in this Contract remain the property of the County.

SECTION III: TIME OF COMPLETION

A. Subsequent to the execution of this Contract, the County shall give notice to the Contractor to proceed with the work beginning on a specified day.

B. The work to be performed under this Contract shall be fully and finally completed within _____ () consecutive calendar days from the starting date as specified in the Notice-to-Proceed.

SECTION IV: CONTRACT SUM

A. The total contract sum for the performance of the work described herein is _____ (\$ _____)

B. Payment will be made in accordance with the Project specifications.

SECTION V: FUNDING OUT

Contractor understands that any Contract that results from this bid, is subject to the availability of funds in future fiscal years and that the unavailability of funds appropriated in a future fiscal year for this procurement shall automatically terminate this Contract and render it void without liability to the County, except Contractor will be paid for work performed up to the date of termination. The County shall notify the Contractor in writing of such event of termination.

SECTION VI: ACCEPTANCE AND FINAL PAYMENT

A. The total contract sum, _____ (\$ _____), subject to additions and deductions by a change order or contract modification, shall be paid to the Contractor for all work under this Contract.

B. Payment of the above stated amount shall be based upon applications for payment submitted to the County, and payments shall be progress payments made monthly to the Contractor by the County. At the beginning of each month, Contractor will submit to the County a request for payment in the form of an itemized statement which must show each item listed in the Bid Form, percentage complete, payment requested and the new balance remaining for the item. Upon approval of said request for payment by the County, payment shall be made to the Contractor.

C. The County will retain a portion of the amount due the Contractor, in accordance with the following:

1. The County shall withhold not more than ten percent (10%) of the payment claimed in an application for payment until the work is fifty percent (50%) complete.

2. When the work is fifty percent (50%) complete the Contractor may request a reduction of the withholding to a lower percentage. Any reduction in the percentage shall be made at the sole discretion of the Director of the Department of Public Works and will be considered only if the Contractor is making satisfactory progress and there is no specific cause for greater withholding. At no time shall the total retainage be less than five percent (5%) of the payment claimed for all work satisfactorily completed to date.

3. The County may reinstate up to ten percent (10%) withholding, if the Contractor is not making satisfactory progress or if there is other specific cause for such withholding.

D. Upon completion of the work, the Contractor shall submit a written final estimate, based upon the County's measurement of the whole amount of authorized work performed by the Contractor and the value thereof under the terms of the Contract, and shall certify, to the County, the completion of the work and the amount of the final estimate. All monthly estimates are subject to correction in the final estimate. The County's measurements upon which the final estimate is based shall be final and conclusive. The final estimate shall be submitted to the County for confirmation that the work for which payment is claimed has been performed.

E. Upon approval of the final estimate, the County will notify the Contractor, in writing, of the final acceptance of the work. Out of the amount representing the payment due under the final estimate, the County will deduct such sum as is necessary so that the total retainage held by the County is ten percent (10%) of the final estimate, in addition to any and all other amounts under the Contract that it is entitled or required to retain, and shall hold said sum for a period of twelve (12) months from and after the date of payment of the final estimate.

F. Such part as may be necessary, or all of said retained sum, shall be applied to any expense to which the County may be subjected, during the said period of twelve (12) months, in repairing any defects found in the work under the Contract, which may be deemed to have been caused by failure of the Contractor to comply with the terms of the Contract, or to any breach of the Contract whatsoever on the part of the Contractor. The County shall be empowered to make any required repairs or renewals during said period, if after notice, the Contractor shall refuse or neglect to do said required work or make satisfactory progress thereon, within such period as the County shall consider necessary or reasonable. In case of an emergency, the County shall be empowered to make any required repairs without notice to the Contractor. Where such emergency repairs have been made without prior notice to the Contractor, the County shall advise the Contractor as soon as possible thereafter. The right of expenditure of any retainage as provided for above, shall be in addition to the County's right to proceed against any and all bonds posted as security by the Contractor.

G. Within thirty (30) days after the approval of the final estimate, the County will pay to the Contractor, the amount remaining after deducting from the total amount of the final estimate, all such sums as have heretofore been paid to the Contractor under the provisions of the Contract, and also such amounts as the County have or may be authorized under the Contract to reserve or retain.

H. In lieu of the ten percent (10%) retainage described in Section VI, Paragraph E, above, the Contractor may furnish to the County a maintenance bond in an amount equal to ten percent (10%) of the total contract sum to cover a twelve (12) month period beginning with the date of "Final Acceptance" of all work performed by the Contractor to protect the County against faulty work appearing after final payment and arising within one year from final acceptance. Upon receipt of said maintenance bond, the County will pay to the Contractor any retainage withheld prior to submission and acceptance of the maintenance bond. At the end of the aforesaid twelve (12) month period, if no defects are found or if defects found have been satisfactorily corrected, the maintenance bond or all retained fees will be returned.

I. Prior to issuance of the certification described in Section VI, Paragraph D, the Contractor shall submit evidence satisfactory to the County that all payrolls, material bills and other indebtedness connected with this work have been paid.

J. The making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the County.

SECTION VII: NON-COMPLETION

A. In the event that full completion of the Contract is materially delayed, or the work cannot be completed through no fault of the Contractor, and the Director of the Department of Public Works so certifies, the County shall, without terminating the Contract, make payment of the sum due for that portion of the work completed and accepted by the Department of Public Works. Such payment shall not constitute a waiver of claims by the County against the Contractor.

B. In the event that the work is not completed within the specified time period and the causes of delay are within the control of the Contractor, or the Contractor otherwise fails to perform under the terms of this Contract, the Contractor shall pay to the County liquidated damages of _____ (\$) per consecutive calendar day.

C. Completion, as it relates to liquidated damages, means that the work under the Contract has been fully accomplished to the satisfaction of the County and the County has fully accepted, by formal written notice and by no other means, the work.

SECTION VIII: GENERAL PROVISIONS

A. Non-Discrimination in Employment: The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. Contingent Fee Prohibition: The Contractor warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

C. Delays and Extensions of Time: The Contractor agrees to prosecute the work continuously and diligently.

D. Non-Collusion: The Contractor, its agents, servants and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor, or themselves, to obtain information that would give the Contractor an unfair advantage over other Contractors, nor has it colluded with anyone for and on behalf of the Contractor, or itself, to gain any favoritism in the award of this Contract.

E. Governing Law: The Contract shall be governed by the laws of the State of Maryland and Harford County, Maryland, and where applicable, any federal law or regulation.

F. Successors and Assigns: The County and the Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. Neither party to the Contract shall assign the Contract or subcontract it as a whole without the previous written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

G. Written Notice:

All notices and correspondence hereunder shall be in writing and shall be deemed to have been duly given if: (A) hand delivered, (B) sent via first class U.S. mail, certified mail, or overnight courier service, (C) sent via electronic mail or (D) sent via facsimile and shall be addressed as follows:

CONTRACTOR: **INSERT NAME, ADDRESS AND CONTACT AND CONTACT EMAIL ADDRESS**

COUNTY: Harford County, Maryland
Department of Procurement
220 South Main Street
Bel Air, Maryland 21014
Attn:
Director, Department of Procurement
INSERT AGENT'S EMAIL ADDRESS

All invoices are to be sent to the user department at the following address:

INSERT USER DEPARTMENT INFORMATION
INCLUDE ADDRESS, CONTACT AND CONTACT'S EMAIL ADDRESS

H. Rights and Remedies:

1. The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligation, rights and remedies otherwise imposed or available by law.

2. No action or failure to act by the County or Contractor shall constitute a

waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

SECTION IX: CLEANING UP

A. The Contractor at all times shall keep the premises free from the accumulation of waste materials or rubbish caused by its operations. At the completion of the work, it shall remove all waste materials and rubbish from and about the Project, as well as its tools, construction equipment, machinery and surplus materials.

B. If the Contractor fails to clean up at the completion of the work, the County may do so, and the cost thereof shall be charged to the Contractor.

SECTION X: SUBCONTRACTORS

A. A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the work at the site. The term "subcontractor" is referred to throughout the Contract as if singular in number and means a subcontractor or its authorized representative. The term "subcontractor" does not include any separate contractor of its subcontractor.

B. A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the work at the site. The term "sub-subcontractor" is referred to throughout the Contract as if singular in number and means a sub-subcontractor or an authorized representative thereof.

C. Unless otherwise required by the Contract or the bidding documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the County, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work. Within ten (10) consecutive calendar days after receipt thereof, the County will reply to the Contractor, in writing, stating whether or not the County, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the County to reply within said ten (10) consecutive calendar days shall constitute notice of no reasonable objection.

D. The Contractor shall not contract with any proposed person or entity to whom the County has made reasonable objection. The Contractor shall not be required to contract with anyone to whom it has a reasonable objection.

E. If the County has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the County has no reasonable objection.

F. The Contractor shall make no substitution for any subcontractor, person or

entity previously selected if the County makes reasonable objection to such substitution.

SECTION XI: SUBCONTRACTUAL RELATIONS

By an appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contract by the terms of the Contract, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these documents, assumes toward the County. Said agreement shall preserve and protect the rights of the County under the Contract, with respect to the work to be performed by the subcontractor, so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contractor-subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these documents, has against the County. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with his sub-subcontractors.

SECTION XII: WORK BY COUNTY OR BY SEPARATE CONTRACTOR

A. The County reserves the right to perform work related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the County, it shall make such claim as provided elsewhere in the Contract.

B. When separate contracts are awarded for different portions of the Project or other work in the site, the term "Contractor" in the contract in each case shall mean the contractor who executes each separate agreement.

C. The County will provide for the coordination of the work of its forces and of each separate contractor with the work of the Contractor, who shall cooperate therewith.

D. The Contractor shall afford the County and separate contractor's reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate its work with theirs, as required by the Contract Documents.

E. If any part of the Contractor's work depends, for proper execution or results, upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with the work, promptly report to the County any apparent discrepancies or defects.

F. Any cost caused by defective or ill-timed work shall be borne by the party responsible, therefore.

G. Should the Contractor wrongfully cause damage to the work or property of the

County, or to other work on the site, the Contractor shall promptly remedy such damages.

H. Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the County on account of any damage alleged to have been caused by the Contractor, the County shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the County arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the County for all attorney's fees and court or arbitration costs which the County has incurred.

SECTION XIII: INSPECTION

A. The Director of the Department of Public Works, his designee or construction manager shall inspect all construction as it progresses and shall determine whether or not the County will accept the project upon completion.

B. The Department of Public Works inspectors have full authority on a project site to require that a project be completed in accordance with plans and specifications. In case of a dispute arising on a job site, the inspector shall report the dispute to the Director of the Department of Public Works or his designee.

SECTION XIV: ADDITIONAL WORK

No claim for extra work or materials not specifically provided by this Contract done by the Contractor will be allowed by the County unless such extra work or materials is ordered in writing. Verbal orders ordering more work or materials for the Project are ineffective and of no force and effect.

SECTION XV: TIME EXTENSION

The County shall allow for extension of time in the completion of work under the Contract in the event of delays such as acts of God, acts of the County, labor disputes, material shortages, adverse weather conditions not reasonably anticipated, unavoidable casualties and other causes beyond the reasonable control of the Contractor. Said delays and reasons therefore shall be reported to the County in writing by the Contractor. If the County determines the cause of delays to be justified, then the time for completion of work under the Contract shall be extended for such reasonable time as the County may determine.

SECTION XVI: PROTECTION OF PERSONS OR PROPERTY

A. Safety Precautions and Programs: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

B. Safety of Persons and Property: The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the work site and all other persons who may be affected thereby.

2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its sub-contractors or sub-subcontractors; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

C. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

D. The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

E. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

F. The Contractor shall promptly remedy all damage or loss to any property referred to above caused in whole or in part by the Contractor, any subcontractor, and sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under this Contract, except damage or loss attributable to the acts or omissions of the County or anyone directly or indirectly employed by the County, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

G. Indemnification - Unsafe Working Environment. Contractor agrees to indemnify and defend the County and to hold the County harmless for any injury or malady suffered by any agent, employee or servant of Contractor including any subcontractor or independent contractor of Contractor (collectively hereinafter "agent"). Furthermore,

Contractor agrees to adhere to all applicable and pertinent OSHA and MOSH rules, regulations and guidelines, to adhere to all Harford County ordinances, laws, rules, and regulations, and to follow and apply safe construction practices in order to promote and provide a safe working environment. Contractor agrees to indemnify and pay the County for any attorneys fees incurred by the County in the defense of any claim against the County for an injury resulting from Contractor's negligent failure: (1) to provide a safe working environment; (2) to follow safe construction practices; (3) to inspect, supervise or review the job site, any construction activities or any plan or specification prepared by Contractor or his agent; or (4) to comply with any OSHA , MOSH, or County ordinance, law, rule, or regulation. The Contractor agrees to pay all court costs and any settlement or judgement incurred by the County as a result of any such suit or claim.

SECTION XVII: TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits, i.e profits that have not been earned up to the date of termination.

SECTION XVIII: TERMINATION FOR CAUSE

A. If the Contractor is adjudged as bankrupt, or if it makes a general assignment for the benefit of the creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it fails to make prompt payment to subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract, then the County, after certifying that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days' written notice, terminate the Contract of the Contractor and take possession of the site and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method it may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.

B. If the unpaid balance of the contract sum exceeds the cost of finishing the work, including compensation for additional engineering services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County.

SECTION XIX: WARRANTIES

A. The Contractor warrants, to the County, that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract. All work not properly approved and authorized may be considered defective. If required by the County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

B. The Contractor shall promptly correct all work rejected by the County as defective or as failing to conform to the Contract, whether observed before or after substantial completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the additional engineering services made necessary thereby.

C. The Contractor shall remove from the site all portions of the work which are defective or nonconforming and which have not been corrected, unless removal is waived by the County.

D. If the Contractor fails to correct defective or nonconforming work, the County may correct it at the expense of the Contractor.

SECTION XX: RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents related to this Contract for three (3) years after final payment by the County hereunder or as necessitated by any applicable statute limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the County, including the procurement officer or designee, at all reasonable times.

SECTION XXI: COMPLIANCE WITH LAWS

The Contractor hereby warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and it is not in arrears with respect to the payment of monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; and it further agrees to comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Contract.

SECTION XXII: CHANGE ORDERS

The County, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions; and the contract sum and the contract time will be adjusted accordingly. All such changes in the work shall be authorized by a properly certified change order. All change orders must

be approved by the Director of Procurement and the County Board of Estimates, as appropriate. No oral changes to this Contract shall be effective.

SECTION XXIII: SUPREMACY CLAUSE

In the event of a conflict between the terms and conditions, as amended, of this Contract and the design documents and any document referenced therein or any document submitted by the Contractor, the parties agree that this Contract shall control interpretation of any inconsistency. However, the documents shall, to the greatest extent possible, be construed to be consistent. No terms contained in a proposal or purchase order submitted by Contractor relating to payment, termination or modification of this Contract, indemnification, claims, damages, disputes or governing law shall be effective unless agreed to by the parties in a change order executed pursuant to Section XXII, herein.

SECTION XXIV: SUSPENSION OF WORK

A. The County may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) consecutive calendar days by notice in writing to the Contractor, which will fix the date on which the work will be resumed. Contractor shall resume the work on the date so fixed. Contractor shall be allowed an increase in the contract price and an extension of the contract time directly attributable to any suspension if the Contractor makes an approved claim.

B. The County will, if it suspends work as described above, provide an equitable adjustment to the Contractor. Only the additional costs associated with the following items will be recoverable by the Contractor as an equitable adjustment for delay in an approved claim:

- (a) Non-salaried labor expenses;
- (b) Costs of materials;
- (c) Equipment costs; and
- (d) Costs of extended job-site overhead.

All costs claimed must be adequately documented by actual records maintained in the usual course of business.

SECTION XXV: eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Contractors are required to register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

SECTION XXVI: EXECUTION IN COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which will be considered an original instrument, but all of which together will be considered one and the same contract and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the other(s). Counterparts shall be deemed valid if delivered electronically.

SECTION XXVII: AUTHORITY TO EXECUTE

The person executing this Contract on behalf of Contractor represents, warrants and affirms, under penalty of perjury, that he/she has the authority to bind Contractor to this Contract.

SECTION XXVIII: SURVIVAL OF TERMS

Any terms of the Contract relating to payment, indemnification and warranty shall survive the termination or expiration thereof.

SECTION XXX: TARIFFS

Should any items increase in price due to the imposition of a tariff, after the renewal date of this Contract the Contractor may submit in writing to the County, a request for tariff adjustment that includes the item(s), the agreement cost of the item(s), and the amount of the increase due to the tariff. The Contractor shall also provide documentation showing the increase in price paid by the Contractor due to the tariff. The County shall deny the request if the documentation does not show a direct relationship between the requested increase and a tariff. Where the requested increase is, in the sole opinion of the County, significant, the County reserves the right to procure the item(s) from an alternative source offering a price at least ten percent (10%) below the requested price, if the tariff on an item returns to its pre-request level, the unit price in place prior to the tariff request shall be reinstated.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, the day

and year first above written.

WITNESS/ATTEST:

NAME OF COMPANY

BY:

Signature

Print Name and Title

HARFORD COUNTY, MARYLAND

BY:

Director, Department of Procurement

Approved for form and legal sufficiency.

Approved for financial sufficiency.

Deputy County Attorney

Treasurer

Reviewed and Concur.

Director, Department of Public Works

Approved by the Board of Estimates the _____ day of _____ 2025.

This Contract was fully executed on the _____ day of _____ 2025.

GENERAL CONDITIONS
(Vertical Construction and Miscellaneous Projects)

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GC.1 DEFINITIONS

- 1) Contract/Contract Documents - The Contract Documents consist of the Harford County Construction Contract, the Invitation for Bids ("IFB") and all documents contained in the IFB including, but not limited to, General Conditions, Special Provisions, Specifications, Plans and other exhibits, and all other documents, including all modifications thereof incorporated in the documents before execution of the Harford County Construction Contract. These documents together form the Contract. The Contract may be amended from time to time by written agreement change order, duly authorized and executed by the parties hereto. The Contract Documents are intended to be complimentary and in case of a conflict, the more stringent shall apply. The Contract shall be made in and governed by the laws of the State of Maryland and Harford County.
- 2) Contractor or Successful Bidder - Each shall refer to the individual or company to whom the contract is awarded including all sub-contractors (builders, mechanics, architects and engineers, etc.).
- 3) County, Director, Project Manager or Inspector - Each shall refer to the Harford County Director of Public Works or his/her authorized representative.
- 4) Architect or Engineer - The individual or firm responsible for the preparation of Plans and Specifications for the project.
- 5) Substantial Completion or Substantially Complete - The date certified by the County when all requirements of the Contract Documents are met, with the exception of minor punch list items, and when the owner can fully occupy and utilize the work for the use for which it is intended.
- 6) Conditional Acceptance - The date the County occupies all or a portion of the work when the entire project is not Substantially Complete.
- 7) Notice to Proceed date - The date authorized in writing by the County for the Contractor to begin work or the date established in the Special Provisions.
- 8) Contract Completion Date: The date when all work or a phase of the work, as defined by the Contract Documents, must be completed. This shall be either the Notice to Proceed date plus the number of days allowed in the Contract, or the date specified in the Special Provisions. This date may be revised by Change Order when a time extension is justified and approved. Separate phases of the project may have different Contract Completion Dates.
- 9) The word "day" shall mean calendar day unless revised in the Special Provisions.
- 10) Written Notice – shall include traditional mail services or email between the County and the Contractor's designated representative (assumed to be the Contractor's Project Manager unless otherwise specified by the Contractor).

GC.2 AUTHORITIES

- 1) The Director of Public Works or his authorized representative shall be the sole judge of the intent and meaning of the Plans and Specifications and his decisions thereon and his interpretation thereof shall be final, conclusive and binding on all parties.
- 2) The Director of Procurement shall be the sole authority concerning the supervision of the administration of the Contract.
- 3) The Architect or Engineer will serve as an advisor to the County on technical matters pertaining to the project. The Architect or Engineer may inspect the work, review submittals, and make revisions to the plans and specifications subject to approval by the County. The Architect or Engineer shall not have the authority to direct the work of the Contractor. Any direction by the Architect or Engineer must be through the County.

GC.3 RESPONSIBILITY FOR COMPLETE PROJECT

- 1) It is the responsibility of the Contractor to construct the work under this Contract so that it will be completed and finished in every detail. If mention has been omitted in the Contract Documents of any items of work or materials usually furnished or necessary for the completion of or proper functioning of the construction, it will be included without extra payment.
- 2) The Plans and Specifications are intended to cover a complete project, including equipment and appurtenances and it shall be distinctly understood that failure to mention specifically any work which would normally be required to complete the project shall not relieve the Contractor of his responsibility to perform such work.

GC.4 OBLIGATIONS AND LIABILITY OF CONTRACTOR

- 1) The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the County, and at the prices herein agreed upon.
- 2) All parts of the work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.
- 3) Except for shutdowns as specified herein, or as may be determined necessary by the County, the existing facilities must be kept in service to the full extent of their capacity. Where any shutdowns on

the existing facilities may be required to build the new work, the Contractor shall schedule his operations at the convenience of the County.

- 4) The Contractor shall indemnify and save harmless the County, the Architect/Engineer and their respective officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the County, the Architect/Engineer or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Architect/Engineer, his officers, agents, servants or employees, against any such damages occasioned solely by defects in maps, plans, drawings, designs or specifications prepared, acquired or used by the Architect/Engineer and/or solely by the negligence or fault of the Architect/Engineer; and provided further, that the Contractor shall not be required to indemnify the County, his officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the County other than supervisory acts or omissions of the County in the work.
- 5) The Contractor shall have complete responsibility for the work and the protection thereof, and for preventing injuries to persons and damage to the work and property and utilities on or about the work, until final completion. He shall in no way be relieved of his responsibility by any right of the County to give permission or directions relating to any part of the work, by any such permission or directions given, or by failure of the County to give such permission or directions.
- 6) The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue to be liable for the damage caused.
- 7) The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.
- 8) Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the County therefore, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.
- 9) The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the work or his operations under the Contract including, but not limited to,

taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the work.

GC.5 WORKMANSHIP

- 1) All workmanship shall be of good quality. Whenever the method of the work or manner of procedure is not specifically stated or shown in the Contract Documents, then it is intended that the best standard practice shall be adhered to. Recommendations of the manufacturers of approved materials shall be considered as a part of these specifications and all material shall be applied, installed, connected, erected, used, cleaned and conditioned as so called for. This, however, does not eliminate any additional or more stringent requirements in these specifications surpassing manufacturer's recommendations.

GC.6 CONTRACTOR SUPERVISION

- 1) The Contractor shall be solely responsible for supervision of the work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the County in every possible way.
- 2) The Contractor shall designate a superintendent for the duration of the project subject to approval by the County. The County reserves the right to reject or remove, at any time during the project, any superintendent who is, in the County's opinion, unacceptable. The Contractor shall submit the name and qualifications of the superintendent for the County's approval at or before the pre-construction meeting.
- 3) The superintendent shall have full authority to execute the work without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required.
- 4) The superintendent shall not be removed or replaced without approval by the County.
- 5) The superintendent shall be present at all times when work is being performed. A designated foreman may act in the superintendent's brief absence as approved by the County.
- 6) The Contractor shall, at all times, have staff on-site who are able to communicate effectively with the County.

GC.7 PRE-CONSTRUCTION MEETING

- 1) A pre-construction meeting shall be scheduled prior to the start of construction, the date of which shall be determined by the County.
- 2) Location: A central site, convenient for all parties, shall be designated by the County.
- 3) Attendance:
 - a) County Representatives:

- i) Department of Procurement
 - ii) Department of Public Works
 - iii) Using Agency
- b) Architect or Engineer as appropriate
- c) Contractor
 - i) Contractor's superintendent
 - ii) Major subcontractors
- d) Others as deemed appropriate by Contractor or as requested by the County

GC.8 PROGRESS MEETINGS

- 1) The Contractor shall attend bi-weekly progress meetings, and specially called meetings throughout the progress of the work.
- 2) Frequency of meetings may be adjusted by the County as required by progress of the work.
- 3) Meetings will be held at the site, or as designated by the County.

GC.9 PERMITS

- 1) The Contractor shall obtain or assist the County in obtaining all permits required in connection with the work. The Contractor shall file necessary plans, prepare documents, give proper notices and obtain necessary approvals for all permits associated with the project whether the permit was obtained by the County or the Contractor. The County shall pay all applicable permit fees.
- 2) The Contractor shall be responsible for complying with all applicable provisions of the permits.
- 3) The Contractor shall be responsible for closing out all permits and obtaining and the Certificate of Occupancy (where applicable) and shall deliver inspection and approval certificates to the County.

GC.10 TESTING AND CERTIFICATIONS:

- 1) Various references in the Plans and Specifications may indicate that the owner will contract with an independent testing agency. These statements, if any, are in error. The Contractor will be responsible for all applicable testing and certifications in order to complete the project and to obtain final approvals for this project. This shall include, but not be limited to, soils testing, concrete testing, steel erection and certifications, mechanical and electrical testing.
- 2) The Contractor shall engage the services of a Maryland Registered Professional Engineer to inspect, certify, and provide as-built drawings for the stormwater management facilities (SWM). That engineer must attend the preconstruction meeting associated with the SWM or grading permit.
- 3) Any exceptions to this General Condition will be detailed in the Special Provisions only.

GC.11 EQUAL OR APPROVED EQUAL (SUBSTITUTIONS)

- 1) Where any article is specified by proprietary name, trade name, and/or name of manufacturer, with or without the addition of such expressions as "or equal" or "or approved equal", it is to be understood that the article named or the quality thereof is intended to define the specifications for the article or material and it is distinctly understood (1) that the Director is to use his own judgment in determining from time to time, whether or not any article or thing proposed to be substituted as the equal of any specified article or thing is, in fact, equivalent; (2) that the decision of the Director on all questions of equality shall be final; and (3) that, in the event of any adverse decision of the Director, no claim shall be made or allowed against the County.
- 2) An offer of any article or material by the Contractor for an article or material differing from that specified may raise the presumption that it is for the purpose of saving money. If in such case, the article or material is approved, the County shall be given a credit of the difference in the net cost to the Contractor of the article or material submitted and the price at which he could have obtained the lowest priced article or material specified. For convenience in checking the credit, if any, the Contractor shall submit these figures when the offer is made, and no article or materials will be considered without such figures.
- 3) If the Contractor proposes an innovative alternative product, the County may at its sole discretion share the cost savings commensurate with the benefit to the County.
- 4) The Contractor shall be solely responsible for any additional cost of incorporating the substituted article or material into the design and construction, including additional design effort or extra work and shall bear sole responsibility for providing to the County, for review, any shop drawings or other submittals required to incorporate the substituted article or material into the work.

GC.12 ACCESS TO WORK

- 1) The County, the Architect/Engineer, their officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

GC.13 EXAMINATION OF WORK

- 1) All work including the fabrication and source of supply is subject to inspection by the County, the Architect/Engineer, and those agencies required by law to inspect specific items.
- 2) The Contractor shall furnish the County with every reasonable facility for examining and inspecting the work and for ascertaining that the work is being performed in accordance with the requirements and intent of the Contract, including, where deemed necessary by the County, requiring the Contractor, at no additional cost, to uncover or take down portions of finished work.
- 3) Examination or inspection of the work shall not relieve the Contractor of any of his obligations to perform and complete the work as required by the Contract.

GC.14 SCHEDULE OF VALUES

- 1) At or before the pre-construction meeting, the Contractor shall submit to the County, a schedule of values of the various portions of the work; aggregating the total Contract Sum, prepared in such form and supported by such data to substantiate its correctness as the County may require. Each item in the schedule of values shall include its proper share of overhead and profit.
- 2) The schedule of values must be broken down in sufficient detail so that the County can easily determine the payment due for the work completed. In general, no item should be more than 10% of the total Contract price. Mobilization costs must include initial mobilization as well as demobilization and billing for initial mobilization should be balanced with project closeout tasks. Submissions that are front end loaded will be rejected.
- 3) This schedule of values, when approved by the County, shall be used as a basis for the Contractor's monthly estimates. No payments shall be made prior to having an approved schedule of values.

GC.15 PAYMENTS

- 1) The Contractor may submit applications for payments no more frequently than monthly.
- 2) Applications for payment shall be submitted on AIA 702 & 703 or equivalent unless otherwise approved by the County.

GC.16 PAYMENTS WITHHELD

- 1) The County may withhold the whole or part of any payment to such extent as may be necessary to protect the County from loss on account of:
 - a) Defective work not remedied.
 - b) A reasonable doubt that the Contract can be completed for the balance then unpaid.
 - c) Reasonable indication that the work will not be completed within the Contract time.
 - d) Unsatisfactory prosecution of the work by the Contractor.
 - e) Improper storage of materials and equipment.
 - f) For shop drawing review for work beyond the second review.
 - g) Non-submission of project close-out documents including but not limited to permit approvals, as-built drawings, and O&M manuals.
 - h) Payment for inspection services for work beyond normal County working hours.
 - i) Noncompliance with provisions of the Contract.

GC.17 BACK CHARGES

- 1) Any charges owed by Contractor to the County (i.e. back charges) including, but not limited to, reimbursement for additional design services (such as submittal review), additional inspections by the County, or contract work performed by the County or the County's agent, shall be documented as a change order.

GC.18 WORKING HOURS

- 1) Normal County working hours are Monday through Friday, 7:00 A.M. to 3:00 P.M. excluding County Holidays. County holidays include:

New Year's Day
Dr. Martin Luther King's Birthday
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

- 2) All Contractor work shall be performed during normal County working hours unless approved by the County. Any requests to work during other than normal working hours must be made to the County at least 24 hours in advance (except for emergency situations).
- 3) The County may, at the County's sole discretion, back charge the Contractor for work performed by the County's Inspector during periods other than normal County working hours at the rate indicated in the Special Provisions. This shall not apply to work requested by the County or otherwise required in the Contract Documents.
- 4) The Contractor may request to work outside normal County working hours without a County inspector being present for work that can easily be inspected the following normal work day. This work must be coordinated in advance with the County Inspector.
- 5) The County has sole authority to approve or disapprove any such requests and to determine if the cost for the Inspector's work will be back charged to the Contractor.

GC.19 PROJECT SCHEDULE

- 1) The Contractor shall prepare, for approval by the County, a project schedule in the form of a Gantt or CPM chart. The schedule must identify all significant tasks and mile stones and must clearly delineate start dates, completion dates, and dependencies between tasks. The schedule must include

submittal and review time, acquisition/fabrication times (especially for long lead items) and installation/construction times. The schedule must include adequate time for project close-out and punch list work.

- 2) To the extent feasible, activities related to a specific physical area of the project shall be grouped on the schedule for ease of understanding and simplification. The selection and number of activities shall be subject to the review of the County.
- 3) The Contractor shall submit his proposed schedule of work at the pre-construction meeting.
- 4) The schedule shall be updated on a monthly basis. Updates shall be submitted with requests for payment. Failure to update the schedule may result in rejection or delay of payment requests.

GC.20 TIME FOR COMPLETION

- 1) The time for completion shall begin on the date indicated on the Notice-to-Proceed, and shall end on the expiration of the number of days set forth in the Contract or Special Provisions.
- 2) The rate of progress shall be such that the work shall be performed and completed in accordance with the Contract before the expiration of the time limit stipulated.
- 3) It is agreed that the rate of progress herein required has been purposely made long enough to allow for the ordinary and foreseeable delays incident to construction work of this character. No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents; and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress and completing the work within the stipulated time limit.
- 4) In the event of delays caused by acts of God, acts of Government, unforeseeable natural catastrophe, unforeseeable and unavoidable labor disputes, or other causes or contingencies clearly beyond the control or responsibility and without the fault or negligence of the Contractor, his subcontractors or suppliers, the Contractor may be entitled to additional time to perform and complete the work, provided that the Contractor shall within forty-eight (48) hours from the beginning of such delay notify the County in writing. Acts of God will be defined as events where a major disaster or emergency has been declared for the area where the work is commencing, by the Governor of Maryland.
- 5) The Contractor shall apply for any extension of time in writing, setting forth in detail the reasons and causes of delay including an estimate of the probable effect of such delay on the progress of the work. The Contractor shall submit his application for extension to the County not more than 20 days after the commencement of the delay; otherwise the application for extension shall be waived.
- 6) Upon receipt of such application, the County shall review and evaluate the cause and extent of the delay. If, under the terms of the Contract, the delay is properly excusable, the County will, in writing, appropriately extend the time for completion of the work.

- 7) The Contractor agrees that he shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of such delays. Contractor agrees that it shall not be entitled to extended home office overhead in the event of an extension of time.
- 8) Delays caused by the failure of the Contractor's material men, manufacturers, and dealers to furnish approved working drawings, materials, fixtures equipment, appliances, or other fittings on time or the failure of subcontractors to perform their work in conformity with the approved progress schedule shall not constitute a basis for extension of time.

GC.21 LIQUIDATED DAMAGES

- 1) It is hereby understood and mutually agreed, by and between the Contractor and the County that the time for completion as specified in the Contract is an essential condition of this Contract. It is further agreed that time is of the essence of each and every portion of this Contract.
- 2) The Contractor agrees that the work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time for completion. It is expressly understood and agreed, by and between the Contractor and the County, that the time for completion, takes into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 3) If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the County, then the Contractor does hereby agree, as a part of consideration for the awarding of the Contract, to pay to the County the amount set forth in the Special Provisions for each calendar day or as otherwise described in the Special Provisions, past the date of Substantial Completion, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day or as otherwise described in the Project Requirements, that the Contractor shall be in fault after the time stipulated in the Contract for completing the work.
- 4) The said amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and said amount is agreed to be the amount of damages which the County would sustain and said amount shall be retained from time to time by the County from current periodical estimates.

GC.22 SUBMITTAL SCHEDULE

- 1) The Contractor shall prepare a complete Submittal Schedule - a detailed listing of submittals anticipated during the course of the Contract. The Submittal Schedule must be submitted at or before the pre-construction meeting.
- 2) The Contractor must coordinate his submittals with those of his subcontractors and suppliers and include the anticipated date for each submission by the Contractor and the anticipated return date from the County/Architect/Engineer.

- 3) For planning purposes, the County/Architect/Engineer will strive to return shop drawings within 15 working days after receipt. However, longer durations for review will not be considered a basis for a claim. It shall be the Contractor's responsibility to establish priorities when multiple submittals are made simultaneously. The Submittal Schedule must be coordinated with the Progress Schedule.

GC.23 SHOP DRAWINGS/SUBMITTALS

- 1) A maximum of three submissions of each shop drawing or submittal by the Contractor will be reviewed, checked, and commented upon without charge to the Contractor. The County may back charge the Contractor at a rate specified in the Special Provisions for any additional submissions which are required because of the Contractor's neglect or failure (1) to comply with the requirements of the Contract or (2) to make those modifications and/or corrections ordered by the County or the Architect/Engineer.
- 2) The approval of submittals shall not relieve the Contractor from his responsibility to furnish all materials and perform all work as required by the Contract Documents. Neither the County nor the Architect/Engineer will be responsible for errors or omissions on the drawings furnished by the Contractor, even though drawings furnished containing such errors are inadvertently approved.
- 3) This section shall apply to all submittals including closeout documents.

GC.24 FIELD ENGINEERING

- 1) The Contractor shall provide and pay for civil, structural or other professional field engineering services specified or required to execute the Contractor's construction methods.

GC.25 COUNTY'S RIGHT TO DO WORK

- 1) If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the County may, after five days' written notice to the Contractor, without prejudice to any other remedy he may have, make good such deficiencies and may back charge the Contractor for the cost to perform the work. In situations where the work is needed because of safety or security reasons, no advance notice shall be required.
- 2) The amount charged to the Contractor shall be the actual cost to perform the work plus 20%, except when no notice is given due to safety or security reasons. In such cases, only the actual cost of the work will be charged.

GC.26 DELAY BY COUNTY

- 1) The County may delay the beginning of the work or any part thereof if the necessary lands or rights-of-way or permits for such work shall not have been obtained. The Contractor shall have no claim for additional compensation or damages on account of such delay, but shall be entitled only to an extension of time as hereinafter provided.

GC.27 EXISTING UTILITIES

- 1) The Contractor shall be responsible for verifying all utilities as shown on the Contract Drawings and shall have site marked by "Miss Utility" along with performing test pits where utilities are indicated on Contract drawings. The completeness or accuracy of the information is not guaranteed. The Contractor shall take all necessary and proper steps to protect the continuance of such utilities. The Contractor shall notify "Miss Utility", 1-800-257-7777 at least 48 hours prior to starting work.
- 2) In case of damage to utilities shown on the drawings or marked by Miss Utility, or due to the Contractor's failure to have the utilities marked by Miss Utility, the Contractor shall have such utilities restored to a condition equal to that which existed prior to damage at his entire cost and expense.
- 3) In case of damage to utilities encountered that are completely unforeseen, the Contractor shall notify the County immediately. Costs to repair such damage to unforeseen utilities will not be the Contractor's responsibility.

GC.28 PROTECTION OF WORK, PROPERTY AND STRUCTURES

- 1) The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the County's 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 County. He shall adequately protect adjacent property as provided by law and the Contract Documents.
- 2) 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 suitable railings, barricades, detour signs, danger signals or danger signs, warning fence, etc., warning against the hazards created, open trenches, materials or supplies after delivery, and shall provide watchmen on the work by day or night, all as necessary for the public safety, and for the prevention of accidents. These precautions shall comply with the provision of all applicable safety regulations and/or as directed by the County.
- 3) The Contractor is cautioned that he must at all times maintain access to the existing facilities during the course of the work in a manner prescribed by the Contract Documents and in cooperation with Harford County.
- 4) The Contractor must keep the job site free from accumulation of waste material or rubbish caused by his operations.
- 5) The Contractor shall store equipment, materials, fuels, explosives, etc. in a manner and in locations complying with all safety regulations and he shall avoid interference with vehicular traffic traveling to the existing facilities, and he shall not endanger vehicles, personnel or employees of the County.
- 6) The Contractor shall, at his own expense, sustain in their place and protect from direct or indirect injury all equipment, pipes, poles, tracks, walls, buildings and other structures or property in the vicinity of his work, whether above or below the ground, within buildings or structures, or that may

appear in the trench. He shall at all times have sufficient quantity of timber and plank, chains, ropes, etc. on-site and shall use them as necessary for sheeting his excavation and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened, or weakened. The Contractor shall take all risks attending the presence or proximity of pipes, poles, tracks, walls, buildings, and other structures and property, of every kind and description, in or over his trenches or in the vicinity of his work, whether above or below the surface of the ground or within buildings or structures. He shall be responsible for all damages and assume all expenses for direct or indirect injury caused by his work, to any of them or to any person or property by reason of injury to them, whether or not such structures are shown on the drawings.

GC.29 CHANGES IN THE WORK

- 1) The County, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions; and the Contract sum and the Contract time will be adjusted accordingly. All such changes in the work shall be authorized by a properly authorized change order. All change orders must be approved by the Director of Procurement and, when necessary, the County Board of Estimates. No oral changes to this Contract shall be effective.
- 2) The Director, Project Manager or Inspector may issue a written notice-to-proceed for a change order, however no payment can be made until the formal Change Order is executed by the Director of Procurement. Upon issuance of a notice-to-proceed with a change order, the Contractor shall be solely responsible for any impact resulting from a delay in proceeding with the work.
 - a) The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined as follows:
 - i) Unit Prices, if any, as set forth in the Contract.
 - ii) Unit Prices as mutually agreed.
 - iii) Lump Sum as mutually agreed.
 - iv) Time and material as mutually agreed.
 - v) Time and Material Not-to-Exceed as mutually agreed.
 - vi) Other method as mutually agreed to be fair and reasonable.
- 3) The following allowances shall be the basis for estimating lump sum proposals or for time and material work.
 - a) LABOR. Wages of necessary day laborers and foreman actually employed on extra work, for such time as they are so employed plus 50 percent. This 50 percent shall include and cover all overhead, insurance, worker's compensation, fringe benefits, etc. Superintendent's time will not be allowed.

- b) MATERIALS. Actual purchase price, as paid by the Contractor, including any discounts, for materials actually incorporated into the extra work, to which cost shall be added an amount equal to fifteen (15) percent, plus the prevailing Maryland State Sales Tax.
 - c) EQUIPMENT. Equipment rates shall be negotiated based on current marketplace averages.
 - i) If the time of use is 3 days or less, figure hourly rates from the schedule of rates per day. If time of use is more than 3 days and less than 3 weeks, figure the hourly rate from the schedule of rates per week. If time of use is more than 3 weeks, figure the hourly rate from the schedule of rates per month. To compute hourly rate, use 8 hours per day, 40 hours per week, 176 hours per month.
 - d) SUBCONTRACTING. The direct cost of sub-contractor work shall be as determined using a), b), and c) above. The County will pay 10% overhead and profit to Contractor for sub-contract work. In the event that work is performed by a sub of a sub-contractor, the County will only allow a total of 10% to the Contractor.
 - e) Payment for extra work shall not include any allowance for the time of superintendents, timekeepers, or of any workmen or foremen not employed upon the extra work in question for a definitely and easily ascertainable period, nor the use, maintenance or repair of tools, nor for the maintenance, operation or repair of machinery, nor for the office accounting, engineering, or administrative expenses, indirect labor, nor for any rent, transportation, interest, depreciation or bonding cost or any other overhead, collateral or estimated expense, nor for any profit, all of which costs shall be deemed to be, and shall be, included in the allowance described in a), b), c) and d) above.
 - f) The Contractor shall provide documentation to the County when requested as the County deems necessary to adequately evaluate the cost of materials, equipment or manpower. The County may contact suppliers or employees directly to verify information provided by the Contractor.
- 4) ADDITIONAL TIME. The Contractor may request additional time for changes in the work, provided that it can be reasonably demonstrated that the change has an effect on the critical path. When appropriate, additional time may be granted for a specific item of work without changing the overall Time for Completion for the project or the associated Liquidated Damages. Additional time, if approved, will be incorporated in the Change Order document.
 - 5) All extra work shall be done as economically and expeditiously as possible, and under sufficient but not disproportionate supervision. Labor shall be furnished at the current rates and materials shall be charged at the lowest market prices. The County may, at its option, furnish any materials required for extra work and the Contractor shall not be entitled to any allowance or percentage on materials so furnished; and likewise the County may supply any necessary machinery or equipment, and the Contractor shall not be entitled to any allowance thereupon.
 - 6) The decision of the County shall be final and binding upon all questions relating to extra work.

- 7) All extra work properly authorized under this general condition shall be considered a part of the Contractor's responsibility and Contractor shall make satisfactory progress in its execution.

GC.30 CHANGES NOT TO AFFECT BONDS

- 1) It is distinctly agreed and understood that any changes made in the work or the Plans or Specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance), or any changes in the manner or time of payments made by the County to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the Surety on the contract bonds given by the Contractor, it being the intent hereof that notwithstanding such changes, the liability of the Surety on said bonds shall continue and remain in full force and effect.

GC.31 CHANGE DIRECTIVE

- 1) When the County and Contractor disagree on the terms of a change or perceived change to the work, the County may issue a Change Directive instructing the contractor to proceed with the work without delay. The Change Directive will contain a complete description of the change to the work. Upon issuance of a Change Directive, the Contractor shall be solely responsible for any impact resulting from a delay in proceeding with the work. The Contractor will be responsible for maintaining detailed records for time and material expended under the Change Directive. If a change is warranted, the time and material shall be paid in accordance with the guidelines stated in GC.29 Changes in the Work.

GC.32 CLAIMS FOR EXTRA WORK

- 1) If the Contractor shall claim compensation for any damage sustained by reason of the acts of the County, or any official or agent thereof, he shall, within 7 days after sustaining of such damage, make a written statement to the County of the nature of the damage sustained, and shall, within 21 days after the occurrence of the damage, file with the County, an itemized statement of the details, including the alleged cause and amount of such damage.
- 2) Whenever it shall appear to the Contractor that, due to the exigencies of the work, he is about to incur damage, owing to the neglect or refusal of the County to issue an extra work order or to any other cause whatever, he shall at once notify the County in writing, of such fact and state the nature of his/her possible claim, in order that the County may obtain necessary and authentic information to guide future consideration and action on such claim and unless the Contractor shall comply with this requirement, his claim for damage shall be forfeited and invalidated. Such notifications shall not take the place of, but shall be in addition to, written statement herein above required to be submitted within 7 days after the occurrence of and alleged cause for damage.
- 3) In any case where the Contractor deems extra compensation is due to him for work or materials not clearly covered in the Contract, or not ordered by the County as an extra, as defined herein, the Contractor shall notify the County in writing, of his claim for such extra compensation and receive the approval of the County before he begins the work on which he bases the claim. If such notification is not given, or the County is not afforded proper facilities by the Contractor for keeping strict account

of actual cost, then the Contractor is deemed to have waived the claim for such extra compensation and/or not have had a valid claim initially.

GC.33 DEFECTIVE WORK

- 1) The Contractor shall promptly, without charge, repair, correct, or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the Contract or applicable guarantee and shall pay to the County all resulting costs, expenses, losses or damages suffered by the County.
- 2) If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the work, or selected for the same, is rejected by the County as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the work and shall at his own cost and expense make good and replace the same and any material furnished by the County which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

GC.34 WARRANTY – MAINTENANCE PERIOD

- 1) Unless otherwise provided in the specifications, the Contractor guarantees all work to be in accordance with Contract requirements and free from defective or inferior materials, equipment, and workmanship for one year after the date of Substantial Completion by the County
- 2) If, within any guarantee period, the County finds that warranted work needs to be repaired or changed because of the use of materials, equipment, or workmanship which, in his opinion are inferior, defective, or not in accordance with the terms of the Contract, he will so inform the Contractor in writing and the Contractor shall promptly and without additional expense to the County:
 - a) Place in satisfactory condition all of such warranted work.
 - b) Satisfactorily correct all damages to equipment, the building or contents thereof, which is the result of such unsatisfactory warranted work; and
 - c) Satisfactorily correct any work, materials, and equipment that are disturbed in fulfilling the guarantee, including any disturbed work, materials, and equipment that may have been warranted under another contract.
 - d) Should the Contractor fail to correct deficient materials, equipment, or workmanship in accordance with the guarantee, the County may have such work performed at the expense of the Contractor as described in GC.25 County's Right to Do Work.
- 3) Any special warranties that may be required under the Contract shall be subject to the stipulations set forth herein, insofar as they do not conflict with the provisions of such special guarantees.

- 4) The Contractor shall obtain a transferable warranty of equipment, materials or installation thereof from each manufacturer, supplier or installer. In addition, the Contractor shall obtain and furnish to the County all information which is required in order to make any such warranty legally binding and effective, and shall submit both the information and the guarantee to the County in sufficient time to permit the County to meet any time limit requirements specified in the warranty or, if no time limit is specified, prior to completion and acceptance of all work under this Contract.
- 5) A one year maintenance period for stormwater management (SWM) facilities shall start when the facility is approved by the Harford County Department of Public Works or other authority having jurisdiction (AHJ). The Contractor shall be responsible for obtaining approval of the SWM facilities from the (AHJ) and for scheduling the final inspection and obtaining final acceptance from the AHJ at the end of the maintenance period. The Contractor shall be responsible for all repairs required by the AHJ even if the final inspection occurs more than one year after approval.

GC.35 NO SMOKING

- 1) Harford County has a policy whereby the use of tobacco products, including cigarettes, cigars, pipes, chewing tobacco and snuff is strictly prohibited on County property. The Contractor shall adhere to this policy.

PROJECT CLOSEOUT

GC.36 SUBSTANTIAL COMPLETION

- 1) Upon determining that the work may be Substantially Complete, as defined by these Contract Documents, the Contractor shall submit the following to the County:
 - a) Written notice requesting an inspection and certifying that the work is, in the opinion of the Contractor, substantially complete.
 - b) Warranties, maintenance bonds, maintenance agreements, final certifications and any other documents required, by the Contract Documents, to be submitted upon Substantial Completion.
 - c) Any permits, certificates, or releases required to provide the County unrestricted use of the work and access to services and utilities including, but not limited to, certificates of occupancy and operating certificates.
 - d) Tools, spare parts, extra stock and any similar items which the Contractor is required to deliver to the County.
 - e) Written notice that final change-over of permanent locks has been completed and keys have been submitted to the County.
 - f) Documentation that start-up testing of systems has been successfully completed and a written certification that temporary facilities, construction tools and other materials not belonging to the County have been removed from the site.

- g) Operation and maintenance manuals (submittal of manuals shall precede training of County personnel).
- h) A certification that final cleaning has been completed.

GC.37 INSPECTION FOR SUBSTANTIAL COMPLETION

- 1) Upon receipt of a request for inspection and all documentation and submittals described in GC.36 Substantial Completion, the County shall schedule an inspection of the work. In the event the County finds, upon commencing the inspection, that the work is not Substantially Completed, the County may, at its discretion, terminate the inspection.
- 2) If the County determines, following inspection, that the work is Substantially Complete, as defined by these Contract Documents, the County shall prepare and issue a Certificate of Substantial Completion.
- 3) If work remains to be completed, the County shall provide a list to the Contractor showing all items of work that must be completed or corrected. The list of construction items to be completed or corrected shall be referred to as the punch list, and shall be issued to the Contractor within 7 days of the inspection.
- 4) If the initial inspection is terminated by the County as described in section 1), above, the Contractor must request a re-inspection in writing at least seven days prior to the date of the re-inspection. For the first and subsequent re-inspections, the County may back charge the Contractor for costs incurred by the County for its inspectors and for any consulting architects/engineers required by the County to be present during the re-inspection.
- 5) In the event the Contractor wishes to request a waiver from one or more of the requirements included in GC.36 Substantial Completion, a written request shall be submitted to the County with a description of the requirement, an explanation of the reason why the requirement could not be met and a date by which the requirement will be met.

GC.38 CONDITIONAL ACCEPTANCE

- 1) The County, at its sole discretion, may issue a Certificate of Conditional Acceptance if it determines that one or more of the requirements in GC.36 Substantial Completion may be waived or deferred. The Certificate may include such conditions as the County deems necessary to ultimately fulfill all requirements.

GC.39 OPERATIONS AND MAINTENANCE MANUALS

- 1) Contractor shall organize operating and maintenance data into suitable sets of manageable size, bound, properly indexed and contained in individual heavy-duty 2-inch (maximum), 3-ring vinyl-covered binders with clear view panels on covers and spine, with pocket folders for folded sheet information. Binders shall be labeled on the front and spine of each binder as Operations and

Maintenance Manual, Project Title and Bid Number, Volume # of #. Contractor shall provide tabbed fly-leaf for each separate product or piece of equipment. Contractor shall provide two hard copy sets and one electronic set in PDF format unless otherwise directed.

- 2) The PDF set shall be identical to the hard copy (including all tabs or cover sheets) and shall be bookmarked identically to the hard copy table of contents. One separate PDF file shall be provided for each hard copy volume. To the greatest extent possible, all electronic documents shall be original PDF's, not scanned. [It is strongly recommended that the PDF set be created first and then the hard copy can be printed from the original PDF]
- 3) Content of Manual (as applicable)
 - a) Table of Contents
 - b) List of Sub-Contractors
 - c) Warranties
 - d) System Description and Sequence of Operation
 - e) Drawings
 - f) Installation Instructions
 - g) Operations and Maintenance Instructions
 - h) Maintenance Schedules or Tables
- 4) Table of Contents: A complete table of contents shall be inserted in the front of each volume.
- 5) List of Subcontractors: A complete list of subcontractors (including the general contractor) shall be inserted after the table of contents in each volume. Include the Company name and address and phone number, POC name(s) and phone number(s), and a description of the work items for which the sub-contractor is responsible.
- 6) Warranties: A copy of each warranty, and bond issued for the project shall be included in the first volume only – following the list of sub-contractors. Provide information sheets for County's personnel to use, listing proper.
- 7) System Description and Sequence of Operation: For each HVAC system and other complex systems, provide written text describing the various components of the system and a detailed sequence of operations. Provide balance reports and initial set point information.
- 8) Drawings: Supplement the System Description and Sequence of Operations with drawings as necessary to clearly illustrate relations of component parts of equipment and systems, and control and flow diagrams. Coordinate drawings with information in project record documents to assure correct illustration of complete installation. Do not use project record documents as maintenance drawings.
- 9) Installation Instructions: Provide copies of the installation instructions provided by the manufacturer.

- 10) Operations and Maintenance (“O&M”) Instructions: Provide copies of the operations and maintenance instructions provided by the manufacturer. Provide product model number and serial numbers in the O&M Instructions or other appropriate place.
- 11) Maintenance Schedules or Tables: Provide summary schedules or tables for each system to include maintenance intervals, filter schedules indicating type, size and quantity of filters needed, and other similar information as appropriate to the system.
- 12) *Product Data: Do not include product data previously submitted unless needed to explain or illustrate the O&M procedures.*
- 13) Schedule for Submittal of Operations and Maintenance Manuals
 - a) At least 60 days prior to the Contract Completion Date; provide a detailed table of contents indicating all items to be included in the O&M manuals. Once approved, this will be the basis for the final O&M manuals.
 - b) At least 30 days prior to the Contract Completion Date; submit the first draft of the O&M manual in electronic format and one hard copy. Include all tabs and cover sheets. If the final section is not complete, provide a description of the missing information.
 - c) Final submission of the O&M manual must be made no later than 45 days after Substantial Completion.
 - d) The County may retain up to 5% of the total Contract amount in addition to the value of any unfinished work if the submittal schedule is not met and may hold that retainage until all closeout documents (any documents described in GC.36 – GC.42) are received.

GC.40 RECORD DRAWINGS (As-Built Drawings)

- 1) “Record Drawings” shall mean one or more sets of Contract Drawings and Shop Drawings marked only as necessary to show the actual locations of work as installed.
- 2) Record Drawings shall be protected from deterioration or loss and shall be maintained in a secure, fire-resistant location when not in use. The Contractor shall provide the County access to Record Drawings during normal working hours.
- 3) Where the actual installed location of work differs from the Contract Drawings, Contractor shall mark whichever drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, a cross-reference shall be recorded at the corresponding location on the Contract Drawings, giving particular attention to concealed elements that would be difficult to measure and record at a later date.
- 4) Record Drawings shall be marked using primarily a red erasable pencil. Other colors may be used to distinguish between variations in separate categories of the work.

- 5) Change Order numbers and Addendum numbers shall be marked on Record Drawings at appropriate locations.
- 6) Record Drawings must be submitted within 45 days of Substantial Completion.

GC.41 TRAINING

- 1) The Contractor shall arrange for each installer of equipment to meet with the County's personnel and provide instruction in proper operation and maintenance. In the event the County does not find the instruction provided by the installers acceptable or complete, Contractor shall arrange to have the manufacturers' representative(s) provide appropriate instruction. Topics shall, at a minimum, include the following as appropriate:
 - a) Maintenance manuals
 - b) Record documents
 - c) Spare parts and materials
 - d) Tools
 - e) Lubricants
 - f) Fuels
 - g) Identification systems
 - h) Control sequences
 - i) Hazards
 - j) Cleaning
 - k) Warranties and bonds
 - l) Maintenance agreements and similar continuing commitments
- 2) The Contractor shall demonstrate the following procedures as appropriate:
 - a) Start-up
 - b) Shutdown
 - c) Emergency operations
 - d) Noise and vibration adjustments
 - e) Safety procedures
 - f) Economy and efficiency adjustments
 - g) Effective energy utilization

GC.42 FINAL CLEANING

- 1) Cleaning: Contractor shall employ experienced workers or professional cleaners for final cleaning. Each surface or unit shall be cleaned to the condition expected in a normal, commercial building cleaning and maintenance program. Contractor shall comply with manufacturers' instructions regarding the use of cleaning solutions or substances.
- 2) Contractor shall complete the following cleaning operations before requesting inspection for Certification of Substantial Completion:
 - a) Remove temporary labels.

- b) Clean transparent materials, including mirrors and glass in doors and windows.
 - c) Remove glazing compound and other substances that are noticeable vision-obscuring materials.
 - d) Replace chipped or broken glass and other damaged transparent materials.
 - e) Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances.
 - f) Restore reflective surfaces to their original reflective condition.
 - g) Leave concrete floors broom clean.
 - h) Wax resilient floors.
 - i) Vacuum carpeted surfaces.
 - j) Shampoo carpets if substantial soiling has occurred prior to substantial completion, as directed by the County.
 - k) Wipe surfaces of mechanical and electrical equipment.
 - i) Remove excess lubrication and other substances.
 - ii) Clean plumbing fixtures to a sanitary condition.
 - iii) Clean light fixtures and lamps.
 - l) Clean the site, including landscape development areas, of rubbish, litter and other foreign substances.
 - m) Sweep paved areas broom clean; remove stains, spills and other foreign deposits.
 - n) Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
 - o) Contractor shall engage an experienced exterminator to make a final inspection, and rid the Project of rodents, insects and other pests.
 - p) Removal of Protection: Contractor shall remove temporary protection and facilities installed for protection of the work during construction.
- 3) Compliance: Contractor shall comply with all applicable County, State, Federal or other codes, rules or regulations creating safety standards for cleaning. Contractor shall not burn waste materials, bury debris or excess materials on County property or discharge volatile, harmful or dangerous materials into drainage systems. Contractor shall remove waste materials from the site and dispose of them in a lawful manner.

- 4) Where extra materials of value remaining after completion of associated work have become the County's property, Contractor shall arrange for disposition of these materials as directed.

Insurance Requirements
Harford County, Maryland

New and/or Large-Scale Construction

The coverage required below will not be limited by any other provisions in the contract documents or elsewhere. Contractor or Sub-Contractor must comply, and cause all sub-contractors of any level to comply, with the following insurance requirements:

Minimum limits required:

Commercial General Liability

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Damage to Premises Rented to You	\$500,000
Medical Expense Limit	\$10,000

ISO form CG 00 01 or equivalent

Aggregate limit to apply per project

Coverage must be on Occurrence form, covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all Subcontracts. "Claims Made" is not acceptable.

Additional Insured Entities: Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

Additional Insured Endorsement Form Required:

CG 20 10 Additional Insured-Owners, Lessees or Contractors (Premises/Operations)
AND
CG 20 37 Additional Insured-Owners, Lessees or Contractors (Products / Completed Operations)
No other forms are acceptable unless equivalent to CG 20 10 and CG 20 37. Both endorsements are required and edition date of 11-85; where available. If not available, then edition dates of 10-01 are acceptable.

Coverage may not exclude or limit coverage for:

- a) If applicable, coverage for work performed on single or multi-family housing (residential construction);
- b) Cross liability exclusions except Named Insured vs. Named Insured;
- c) Exclusions for the Contractor's scope of work;
- d) Explosion, Collapse and Underground;
- e) Contractual Liability (beyond standard ISO GL form).
- f) The Employer's Liability exclusion may not exclude coverage for an employee of "any" insured, only employees of a "Named" Insured.

Commercial Auto Liability

ISO form CA 00 01 or equivalent

\$1,000,000 Each Accident (bodily injury, death or property damage)

Includes owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor. This insurance shall also be endorsed to include coverage for claims under the Motor Carrier Act of 1980 (e.g., MCS-90 endorsement) resulting from the transportation of materials identified as hazardous during the performance of the work or services and ISO form CA 99 48 Pollution Liability for spills, upsets and overturns while in transport, where applicable.

Additional Insured Entities:

Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

**Workers Compensation
Employers Liability Limits**

Statutory Benefits as required by law

Bodily Injury by Accident – Each Accident

\$1,000,000

Bodily Injury by Disease – Policy Limit

\$1,000,000

Bodily Injury by Disease – Each Employee

\$1,000,000

The policy (ies) shall include “other states” coverage. Coverage shall be provided by the Contractor whether or not such party utilizes some or all of its own employees, leased employees, temporary employees or other labor services, and shall include voluntary compensation coverage and, where the Contractor has leased employees, alternate employer endorsement, and occupational disease coverage shall be included for the injuries or claims thereunder of such employees.

Waiver of Subrogation endorsement in favor of Harford County, Maryland and its elected or appointed officials, related entities and employees.

Commercial Umbrella

Coverage to be as broad as primary including Additional Insured as required hereunder

\$5,000,000 Each Occurrence

Each Occurrence and in the Aggregate

\$5,000,000 Aggregate

Providing Coverage following the form of the underlying Employers’ Liability, Commercial General Liability, and Commercial Automobile Liability Policies.

Additional Insured Entities:

Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

Third Party Crime (Client Coverage)

\$250,000 per occurrence

Policy to cover dishonest acts of Contractor’s employees, which result in a loss to the County.

Builders Risk Insurance

Contractor shall maintain builders risk insurance on an "All Risk" basis including theft, covering 100% of the entire project scope of work. Coverage shall be maintained continuously until final acceptance by Owner of the completed work. Coverage is to include the interests of Harford County, MD and its lenders, Subcontractors and Sub-subcontractors performing work in the project.

Such insurance shall be written to include the following coverage:

- Physical building including all below and above ground foundations, piping, water and sewer mains, excavation, backfilling, filling and grading, fixtures and machinery
- Architect fees and expenses
- Temporary structures and construction materials
- Debris Removal and Pollutant cleanup expenses
- Business Income
- Ordinance or Law including demolition and increased costs of construction
- Start up and testing
- Equipment breakdown
- Contract penalties
- Transit and on and off-site storage;
- Waiver of Subrogation in favor of Harford County, MD and its' elected or appointed officials, related entities and employees
- Agreed Amount basis; no coinsurance
- Soft costs and expediting expenses
- Ensuing loss from faulty workmanship, materials or error in design;
- False-work;
- Flood, including water damage and surface waters, sinkhole and collapse, and Earthquake
- Named Insured and Loss Payee wording included for Harford County, MD
- Labor cost reimbursement

The policy deductible shall not exceed \$25,000 unless approved in advance by Harford County, Maryland in its sole discretion. Contractor shall be responsible for payment of claims within the deductible or above the policy limits. Contractor's insurance shall be primary to any other insurance maintained by Harford County, Maryland at its' sole discretion and benefit.

Contractor's Property Insurance

Property Insurance must include:

Perils:

Deductible no higher than

Valuation:

Under no circumstances will Harford County, Maryland be liable for any loss or damage to any property.

All owned and rented equipment and tools, including employee tools, used for the work

Special Form perils including Theft

\$1,000

Replacement Cost

Contractor waives any claims and rights of recovery against Harford County, Maryland and its' elected or appointed officials, related entities and employees.

Contractor's Professional Liability

Contractor shall provide Professional Liability Errors & Omissions Insurance (including Technology Professional Liability Errors and Omissions, if applicable), appropriate to the Contractor's professional work to cover liability resulting from negligence in the performance of professional services.

\$2,000,000 Each Claim

\$2,000,000 Annual Aggregate

Limit to apply per project or have a limit dedicated solely to this project. This insurance shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the work and continuous coverage will be maintained or an Extended Reporting Period will be exercised throughout the statute of repose following final completion of the work.

Contractors Pollution Liability

\$1,000,000 each loss

\$3,000,000 annual aggregate

This policy shall cover losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect throughout the statute of repose, following Final Completion of the Work, whichever is longer. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has not been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). The pollution liability insurance policy shall cover the liability of Contractor during the process of inspection, investigation, construction, removal, storage, encapsulation, transport, cleanup and disposal of hazardous materials/waste, contaminated soil, or asbestos abatement. There shall be neither an exclusion nor a sublimit for microbial matter (including viruses) related claims.

If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work and that continuous coverage shall be maintained or an Extended Reporting Period shall be obtained throughout the statute of repose, following final completion of the work.

Waiver of Subrogation endorsement in favor of Harford County, Maryland and its elected or appointed officials, related entities and employees.

Policy shall not contain any of the following exclusions or limitations:

- Contractual liability for liability assumed by the Contractor in connection with the agreement;
- Lead, silica, mold/fungus or asbestos;
- Pollution or environmental conditions;
- Waste brokering, waste site selection, or arranging for disposal;
- Underground storage tanks;
- Insured versus insured exclusion;
- Punitive damages (Policy shall provide coverage for fines/penalties/ and punitive damages where insurable by law);
- Damage to work performed by the Named Insured;
- Naturally occurring substances;
- Natural Resource Damages (NRDs);
- EIFS;
- Cost to repair or replace subcontractors work;
- Transportation pollution conditions that arise from or in connection with the transportation of any waste or waste materials on, off, or away from the project site;
- Disposal liability covering pollution conditions on, at, under or emanating from any disposal site, location or facility used by or on behalf of the Contractor for the disposal of any waste or waste materials in connection with this project

Additional Insured Entities:

Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

ADDITIONAL REQUIREMENTS

1. All policies must be written with insurers maintaining an A.M. Best Rating of A-IX or better and admitted doing business in the State where the contract is to be performed.
2. Where applicable, all requirements in the Prime contract are required to be met in addition to these requirements. Where conflicts exist, the greater requirement shall apply.
3. General Liability coverage for Premises & Operations and Products & Completed Operations is to be maintained throughout the project and maintenance phases. Evidence of such insurance must be provided at inception of the contract, and annually thereafter during the project and maintenance phases.
4. All coverage required in this contract, with the exception of Workers' Compensation, must be primary and non-contributory to any insurance maintained by Harford County, Maryland. "Primary and non-contributory" in this clause means that Contractor or Sub-Contractor's policies must provide coverage before any other applicable policy of insurance, deductible or self-insured retention program maintained by Harford County, Maryland without seeking contribution from other insurance carried by Harford County, Maryland and its elected or appointed officials, related entities and employees.
5. The additional insured coverage shall apply to both ongoing and completed operations.
6. No deductible or self-insured retention shall apply to any insurance required hereunder without the express written consent of Harford County, Maryland. Should Harford County, Maryland agree to a deductible or self-insured retention, Contractor or Sub-Contractor agrees to be responsible for defense, including all claims and investigation expenses and any loss payments to the extent coverage would have been provided by the insurer had no deductible or self-insured retention applied to such insurance. Harford County, Maryland may provide express written consent for a deductible or self-insured retention at the County's discretion, if requested by the Contractor prior to any project work beginning.

7. Each policy must be endorsed to require at least 30-day notice of cancellation (10 days for non-payment of premium) to Harford County, Maryland. If, after reasonable effort, Contractor or Sub-Contractor is unable to secure such endorsement, Contractor or Sub-Contractor must provide Harford County, Maryland written notice of any cancellation within 3 working days of any written or oral notice of such cancellation.
8. Contractor or Sub-Contractor waives all rights against Harford County, Maryland to the extent of any insurance carried or required to be carried under this agreement. Policies of insurance must be endorsed, as needed, to provide such waivers. Such waivers will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Such waiver shall also apply to the extent that any deductible or self-insured retention applies to any such policy and to the extent that the insured party is underinsured.
9. These requirements apply to all work done at any time in connection with or related to this project including any warranty, rework or additional work performed following the completion of this contract, except that the products and completed operations coverage under the Commercial General Liability and Pollution Legal Liability insurance and coverage under the Professional Liability insurance shall be maintained (or if applicable, an Extended Reporting Period shall be obtained) throughout the statute of repose, following final completion of the work.
10. Neither failure to monitor compliance with these requirements nor failure to identify a deficiency from evidence provided will be considered a waiver of such requirements.
11. Failure to obtain and to keep in force any of the required insurance coverage shall be deemed sufficient cause for termination of this contract for default.
12. Contractor or Sub-Contractor's liability shall not be limited to the limits of any required insurance.
13. Contractor or sub-contractor may at their own cost and expense obtain additional insurance to that which is required by the County under this Contract.
14. To the fullest extent permitted by law, the Contractor or Sub-Contractor agrees to indemnify and save harmless Harford County, Maryland, from any and all losses, liabilities, damages, costs and expenses (including cost of defense, settlement, and reasonable attorney's fees), which the County may hereafter incur or be responsible for or pay for (to the extent that the same arises out of or are in connection with providing goods or services) as a result of bodily injuries (including death) to any one person or damage (including loss of use) to any property caused by the negligence or wrongful acts of the Contractor or Sub-Contractor (or any of their employees) or any person, firm or corporation (or any employees thereof) directly or indirectly employed or engaged by the Contractor or Sub-Contractor.
15. Harford County, Maryland shall not be liable for payment of any premiums under any required policies of insurance.
16. Harford County, Maryland reserves the right to require complete copies of all required insurance policies at any time. If requested, copies must be furnished within 10 working days from the date of the request.
17. In the event the Contractor enters into subcontract for the work to be performed, it shall be the obligation of Contractor to require the Subcontractor maintain all insurances specified in the Contract, in like form and amount, and to include Harford County, Maryland and its elected or appointed officials, related entities and employees to be named additional insured under Subcontractor's liability policies. All policies of Subcontractor shall be primary and non-contributory, with the exception of the Workers' Compensation, to any coverage or self-insurance program available to the County and shall include waiver of each insurer's rights of subrogation in favor of the County.
18. All subcontractors will be required to comply with the above requirements and insurance coverage as well. It is the Contractor responsibility to obtain certificates from Subcontractors as evidence of compliance, and all shall include Harford County, Maryland and its elected or appointed officials, related entities and employees as an Additional Insured. However, limits required may be lower at the discretion of Harford County, Maryland or the Contractor.
19. The contractor shall comply with and qualify under current Workers' Compensation laws and at all times cause every Subcontractor who shall be engaged in the work, to comply with and qualify under such laws.
20. The Contractor shall save the County harmless against loss or damage arising from the Contractor's failure to comply with and qualify under such laws.

21. The Contractor agrees that if, by any reason of its failure, or failure of any such Subcontractor to comply with and qualify under said laws, the County shall be required at any time to pay any sum because any employee of Contractor or Subcontractor is or shall be considered as the employee of the County as provided in such Workers' Compensation laws, the Contractor shall repay to the County such sums paid by the County.
22. Evidence satisfactory to the County that the Contractor and each of its Subcontractors have qualified under the Workers' Compensation laws shall be submitted prior to the commencement of the work contemplated.
23. Policies for Commercial General Liability insurance must be written to protect the Contractor against claims arising from operations of Subcontractors.
24. In all cases, Certificates of Insurance shall be forwarded to the County. The County shall be listed for notification in event of cancellation. Certificates must be submitted along with the signed Contract.
25. Contractor or Sub-Contractor shall give prompt notice to Harford County, Maryland in the event of any accident or occurrence on the premises or related in any way to this contract
26. Limits required may be purchased in any combination of primary and excess to achieve the required total limits.

DOCUMENTATION TO BE SUBMITTED PRIOR TO THE START OF THE WORK AND AT EACH INSURANCE RENEWAL OR REPLACEMENT UNTIL INSURANCE IS NO LONGER REQUIRED

- a. Certificates of Insurance, Certificate Holder must read:
Harford County, Maryland
220 South Main Street
Bel Air, MD 21014
- b. Contract Number shall be referenced in the Description of Operations
- c. Copy of Additional Insured endorsement(s)
- d. Copy of Waiver of Subrogation endorsement on Workers Compensation policy

SPECIAL PROVISIONS

BID NO. 25-088

Emmorton Recreation Interior Renovations Batting Cage Area, Locker Room Areas, and Front Lobby

SP.1 SCOPE OF WORK

- A. This project is referred to as "**Emmorton Recreation Interior Renovations Batting Cage Area, Locker Room Areas, and Front Lobby**" and more specifically as Harford County Invitation for Bid No. 25-088. This facility is owned by Harford County, Maryland. Harford County is managing this construction project. All references to "County Property" shall include property and improvements.
- B. The Contractor shall furnish all materials and labor, equipment, tools, and other facilities and services, as required for completion of the project.
- C. The work to be performed under this contract is described in the specifications, provisions, plans, and drawings issued with the Invitation for Bid (IFB), any addendum to the IFB, and the Contract Agreement.
- D. The Contractor shall perform all work under this Contract in a diligent and workmanlike manner and shall exercise the degree of skill and expertise as is customarily employed by similar Contractors performing similar work
- E. Location of work: 2213 Old Emmorton Road, Bel Air, MD 21015

SP.2 EXAMINATION OF SITE PRIOR TO BIDDING

The Contractor shall make a mandatory visit to the project site before bidding and determine all existing conditions and circumstances under which the work must be done. No changes will be permitted for work that could have been reasonably anticipated by a thorough site inspection prior to bidding on the project. **Any Contractor failing to visit the project site will not be awarded the project.**

The Contractor is strongly encouraged to attend the pre-bid meeting, after which there will be a site walk-through. **Any future visits must be pre-arranged** by contacting Drew White, Project Manager, via email at dtwhite@harfordcountymd.gov. All site visits must be scheduled for no later than (3) working days prior to the bid date. A sign-in sheet will be kept as confirmation that the Contractor made the required project site visit.

SP.3 ISSUANCE OF PLANS AND SPECIFICATIONS

Bid Documents will be supplied in electronic format on the HCG website. No paper documents will be issued by the County. It will be the Contractor's responsibility to have copies made as needed for their use.

SP.4 TIME FOR COMPLETION/ NOTICE TO PROCEED

The time for completion shall be **245 Calendar Days** from the Notice to Proceed Date. Notice to Proceed Date will be **5 Calendar Days** after the date the Contract is fully executed by the County; no separate notice to proceed will be given. The Contractor will

have a Pre-Construction Submittal phase of 30 days, followed by 214 Days for the Construction Phase. The construction work will begin on-site as of Monday, March 16th, 2026 and the project must be completed 100% on or before Friday, October 16, 2026, as winter recreation programs are scheduled to begin.

SP.5 CONTRACT DOCUMENTS

The Contractor will be responsible for having the required contract documents returned to the Department of Procurement no more than **10-business days after receipt**. This includes the signed Contract, Performance Bond, Payment Bond, and Certificate of Insurance - including Builders Risk policy information (see Insurance Requirements pages 1 - 7). **After 10-business days, if these items have not been submitted and accepted by Procurement, the countdown of calendar days for construction will begin.**

SP.6 LIQUIDATED DAMAGES

Liquidated Damages for this project shall be **\$2500** per calendar day beyond the Contract Completion Date of October 16, 2026. This date is set so winter program can start.

SP.7 DEVIATION FROM SPECIFICATIONS

In addition to the above requirements, all deviations from the specifications must be submitted in detail by the bidder in writing PRIOR to the due date, please refer to the Instructions for Bidders. Harford County will review and respond to the requested deviation within five business days of bid due date, and an addendum will be issued if the deviation submission is approved. The bidder shall clearly indicate the product for which they are requesting approval with the associated specification section and shall supply a product sample and/or sufficient data to enable an intelligent comparison to be made with the brand or manufacturer specified. Catalog cuts and descriptive data shall be attached to the submission request where applicable. The request must include supporting information/documentation to substantiate that the alternate material, method or work offered is for the purpose intended, at least equivalent to that prescribed in the specifications in terms of suitability, strength, effectiveness, fire-resistance, durability, and safety. This may include testing criteria, manufacturer's data, history of a material's performance results, etc. Failure to submit the above information may be sufficient grounds for rejection of the deviation submission. Unless written approval for a specification deviation in the form of an addendum has been issued by Harford County, the bidder will be held strictly accountable to Harford County for furnishing materials, equipment, or services in full accordance with the specifications as written. Items furnished that do not meet the specifications may be rejected upon delivery to the County and returned to the Vendor at the Vendor's cost.

SP.8 INTENT TO AWARD/BID ALTERNATES AND/OR BID ALLOWANCE:

It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder. The Owner shall have the right to award the Contract to the apparent low bidder based on ANY COMBINATION of the BASE BID ITEMS plus Alternates and/or Allowance or with no Alternates or no Allowance. The Owner reserves the right to apply the Alternate and/or Allowances in any combination or order for the overall benefit of the Project as defined by the Owner. The Base Bid items, Alternate items, or Allowance item may be skipped or not awarded when there are no available funds at the time of bid. If the current year's funds are insufficient to award the entire contract amount, the County may elect not to award any or all the Base Bid Items, Bid Alternate, and/or Bid Allowance.

SP.9 CORRESPONDENCE

All communications between the parties hereto relating to the work's details, progress, and coordination shall **only** be through the HCG Capital Projects Inspector or HCG Project Manager and shall be deemed binding only when in writing.

SP.10 PUBLIC SAFETY

The building will be occupied by staff. Public safety is of utmost concern. Limit access to the construction site for people involved in the work. Construction personnel are not to access any areas of existing buildings. The Contractor is responsible for posting warning devices, including temporary fencing and signage, to ensure a safe work area.

SP.11 CLEAN-UP

The Contractor is responsible for the daily clean-up of construction debris. The Contractor shall always keep the construction areas free from accumulations of waste materials or rubbish. The Contractor shall leave the work and premises in a clean, neat, and workmanlike condition satisfactory to the County each day.

SP.12 TEMPORARY FACILITIES & STAGING AREA

The Contractor shall provide temporary facilities, including an ADA accessible multi-use trailer-style portable restroom for use by Harford County employees and the Recreation Members. (see Exhibit A for example) A separate construction port-a-pot for the use of the construction workers and a dumpster for construction debris, if necessary. The staging area and location of temporary facilities and employee parking will be in the general vicinity of the building. As space is limited, this will be coordinated at the pre-construction meeting.

SP.13 CONSTRUCTION TRAILER SPECIFICATIONS

General Requirements

- The Contractor shall provide, deliver, install, and maintain a construction office trailer for the duration of the project (min 10' x 46')
- Trailer shall comply with all applicable building, accessibility, and safety requirements.
- Trailer should be weather-tight, climate-controlled (heating and air conditioning), and supplied with sufficient electrical outlets and lighting.
- Trailer shall be fully furnished, equipped with Wifi access, and serviced/maintained by the Contractor as required.
- Trailer has (3) designated spaces: A: CP Inspector Office, B: Contractors Space, and C: Meeting Space.

Layout & Space Requirements

A. Capital Projects Inspector's Office Area

- Dedicated enclosed office for the County/Owner's Inspector, min 80 sq ft.
- Furnishings:
 - (1) Desk with ergonomic office chair
 - (1) Plan review table with stool
 - (1) Lockable 4-drawer file cabinet
 - (1) Mini fridge stocked with bottled water or a plumbed water dispensing system with cups
- Adequate electrical/data outlets for computers, printers, and communications.

B. General Contractor's Office

- Separate office/meeting space for Contractor staff and meetings.
- Furnishings:
 - (1) Standard desk(s) and chairs for Contractor staff as required
- Shared resources:
 - Networked printer/scanner/copier
 - Internet service and IT equipment for both Contractor and Inspector use

- Adequate office supplies (paper, pens, markers, staplers, etc.)

C. Meeting Area

- Furnishings:
 - (1) Meeting table with seating for up to 10 people
- **Maintenance & Housekeeping**
 - Contractor will maintain the trailer in clean, safe, and operable condition for the duration of the project.
 - All office equipment and furniture shall remain in good working condition.
 - Supplies (office paper, bottled water, etc.) shall be replenished as necessary by the contractor.

SP.14 HOURS OF OPERATION & SCHEDULING & PHASING

The construction hours will be 7:30 a.m. till 4:00 p.m. Monday through Friday, excluding County Holidays, as listed in the General Conditions. When work starts, the Contractor must remain on-site through the completion of the project, with no start-stop.

If access to the site is needed after the standard working hours listed above or during weekends, **the Contractor must request approval via email to the Harford County Project Manager and Inspector no less than 3-working days prior. The contractor will be notified if the request is approved or not.**

PRIOR to starting any work, the Contractor will present a proposed critical path work schedule to be reviewed and approved by the Architect, HCG Project Manager, and Capital Projects On-site Inspector. This schedule shall be submitted by the Contractor PRIOR to the scheduled Pre-Construction Meeting and must be updated monthly and sent in for review with each monthly application for payment, prior to payment being authorized.

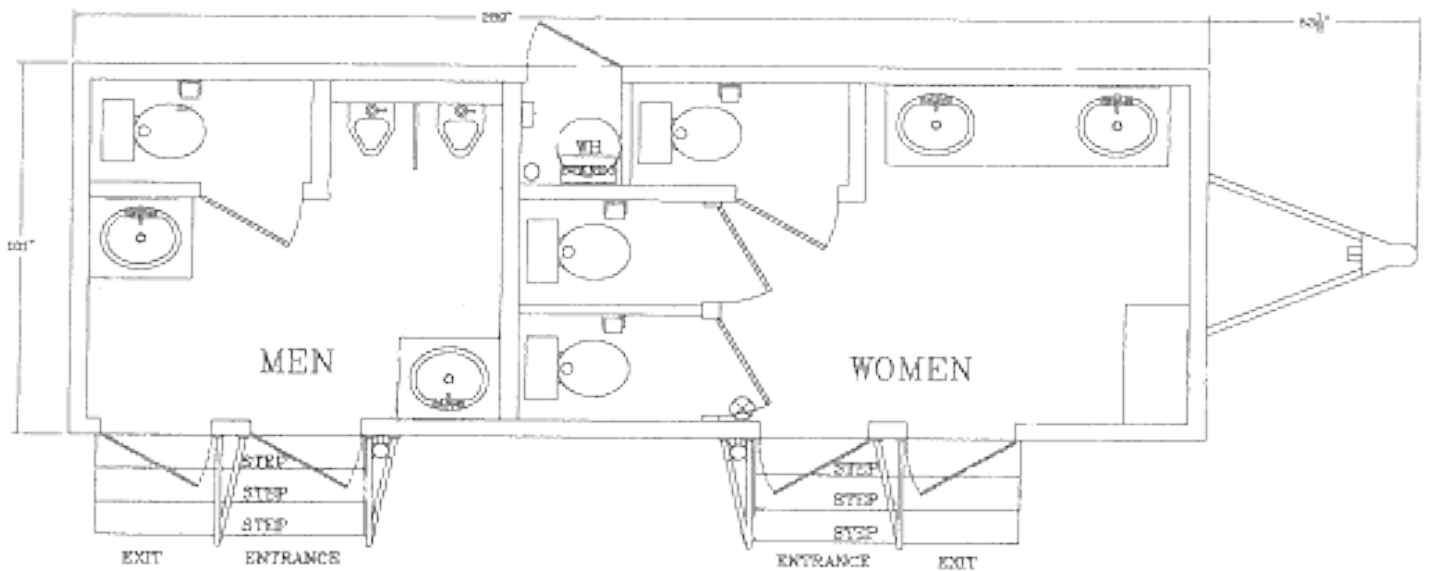
SP.15 PERMIT AND PLANS REVIEW

1. The Building & Demo Permits have been applied for and shall be issued to the awarded Contractor. Building Permit # BC-010391-2025
2. The Contractor will be responsible for pulling all trades permits and the electrical demo permit and for requesting code-compliant inspections from DILP during the construction process.
3. The Contractor is responsible for the Temporary Use and Occupancy Certificate and the Final Use and Occupancy Certificate once the project is complete.
4. The Contractor is responsible for all trades permits and certifies that all trades are registered and certified with Harford County Government.

SP.16 CLOSEOUT DOCUMENTS AND WARRANTIES

Before final payment and/or final retainer being issued to Contractor and **no more than 45 days after Substantial Completion of the project**, the Contractor will be required to submit all material and workmanship warranties, closeout documentation, and original signed/sealed maintenance bond. Contractor will be responsible for obtaining the Final Use and Occupancy Permit from Harford County Department of Inspection, Licenses and Permits. The Contractor will be responsible for submitting Record Drawings (as-built drawings) for approval by the Architect and Capital Projects Inspector, and Project Manager. Please refer to the General Conditions for PROJECT CLOSEOUT requirements (Pg. GC-18).

EXHIBIT A - Trailer ADA Accessible Trailer





Harford County Government
Department of Inspections, Licenses and Permits

Date : **November 24, 2025**

Building Services Plan Review Comment Sheet

Permit Number: **BC-021659-2025**
Job Address: **2213 OLD EMMORTON RD, BEL AIR, MD 21015**
Work Description: **Interior demolition**
Use Group: **To be determined** Construction Type: **To be determined**
Project Sq Ftg: **0.00**

The Harford County Department of Inspections, Licenses and Permits has completed a review of the submitted documents applicable to the above referenced project. The review concluded that the following concerns need further clarification, or redesign is needed so that compliance with applicable codes enforced by the Department is clearly demonstrated and verified. A resubmission of revised documents addressing the outlined concerns will be necessary. All resubmitted documents may be forwarded directly to the reviewer identified within this correspondence. You may also wish to obtain further clarification from the reviewer by contacting him or her directly.

The Harford County ePermitCenter can be accessed online at all times to obtain further information on applicable agency approvals and to obtain up-to-date permit status information.

2021 International Building Code
2023 National Electrical Code

1. Due to the extent of electric devices, wiring, fixtures, etc being removed, a master electrician licensed to work in Harford County must obtain an electric demolition permit before any demolition may take place. The master electrician shall be responsible for determining how to prepare the building so the demolition for the new building permit can be done safely. A consultation inspection with the Electric Services Division can be requested by the master electrician if needed. Any associated building demolition permit or new work permit will be approved by the Department when the electric demolition permit has received an approved final inspection.

If you should have any questions about the above plan review comments, or should need any clarification, I can be reached at (410) 638-3366 between the hours of 7:30 am to 4:00 pm.

Sincerely,

Cody J. Davis

CodyDavis
Senior Plans Reviewer

MY DIRECT PHONE NUMBER IS (410) 638-3366
220 SOUTH MAIN STREET/BEL AIR, MARYLAND 21014-3865
General Information (410) 638-3000 (410) 879-2000
Deaf TTY (410) 638-3086

Architectural Project Specifications

for

25-088 Emmorton Rec. Interior Renovations – Batting Cage Area, Locker Room Areas, and the Front Lobby

**2213 Old Emmorton Rd.
Bel Air, Maryland**

October 30, 2025

PDG – 230103



**POLT DESIGN GROUP, INC.
2215 Conowingo Road
SUITE 101
BEL AIR, MARYLAND 21015**

Architectural Specification Table of Contents (MEP Specifications are on the
drawings)

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010100	General Requirements
013300	Submittal Procedures
017700	Closeout Procedures
024119	Selective Demolition
055000	Metal Fabrications
055113	Metal Pan Stair and Ramp
061053	Miscellaneous Rough Carpentry
064116	Plastic-Laminated-Faced Architectural Cabinets
079200	Joint Sealants
081113	Hollow Metal Doors and Frames
081416	Flush Wood Doors
083113	Access Doors and Frames
087100	Door Hardware
091110	Non-load Bearing Steel Framing
092500	Gypsum Board
095113	Acoustical Panel Ceiling
096519	Luxury Vinyl Plank Flooring
096813	Tile Carpeting
097813	Artificial Turf
099123	Interior Painting
102113	Solid Plastic Toilet Compartments

SECTION 010100 - GENERAL REQUIREMENTS

1.1 GENERAL INTENTION

- A. Contractor shall completely prepare site for building operations, including demolition and removal of existing structures, and furnish labor and materials and perform work to construct new gymnasium addition and supplementary spaces and associated site work to accommodate additional parking walks, sediment and erosion control and retention facilities as required by drawings and specifications.
- B. Visits to the site by Bidders may be made only by appointment with the Owner's Representative.
- C. Offices of Polt Design Group, Inc., as Architect-Engineers, will render certain technical services during construction. Such services shall be considered as advisory to Harford County Government and shall not be construed as expressing or implying a contractual act of the Harford County Government.
- D. Before placement and installation of work subject to tests by independent testing laboratory retained by the Contractor, the Contractor shall notify the Owner's Representative in sufficient time to enable testing laboratory personnel to be present at the site in time for proper taking and testing of specimens and field inspection. Such prior notice shall be not less than three work days unless otherwise designated by the Owner's Representative.
- E. All employees of general contractor and subcontractors shall comply with Harford County Government security management program.
- F. Contents of this specification are meant to supplement those in the GENERAL CONDITIONS (GC) and Section 017700 – Closeout Procedures, however, in case of conflicting requirements the most stringent condition applies.

1.2 FIRE SAFETY

- A. Applicable Publications: Publications listed below form part of this Article to extent referenced. Publications are referenced in text by basic designations only.
 - 1. American Society for Testing and Materials (ASTM):
 - E84-1998Surface Burning Characteristics of Building Materials
 - 2. National Fire Protection Association (NFPA):
 - 10-1998.....Standard for Portable Fire Extinguishers
 - FCLCH-30-2000Flammable and Combustible Liquids Code
 - 51B-1999Standard for Fire Prevention During Welding, Cutting and Other Hot Work
 - 70-2000.....National Electrical Code

241-2000.....Standard for Safeguarding Construction, Alteration, and
Demolition Operations

3. Occupational Safety and Health Administration (OSHA):

29 CFR 1926Safety and Health Regulations for Construction

- B. Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.
- C. Separate temporary facilities, such as trailers, storage sheds, and dumpsters, from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet).
- D. Temporary Construction Partitions:
 - 1. Install and maintain temporary construction partitions to provide smoke-tight separations between adjoining areas. Construct partitions of gypsum board or treated plywood (flame spread rating of 25 or less in accordance with ASTM E84) on both sides of fire retardant treated wood or metal steel studs. Extend the partitions through suspended ceilings to floor slab deck or roof. Seal joints and penetrations. At door openings, install fire/smoke rated doors with self-closing devices.
- F. Means of Egress: Do not block exiting for occupied buildings, including paths from exits to roads. Minimize disruptions and coordinate with Owner's Representative.
- G. Egress Routes for Construction Workers: Maintain free and unobstructed egress. Inspect daily. Report findings and corrective actions weekly to Owner's Representative.
- H. Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.
- I. Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.
- J. Existing Fire Protection: Do not impair smoke and heat detection, and fire alarm systems, except for portions immediately under construction, and temporarily for connections. Provide fire watch for impairments more than 4 hours in a 24-hour period. Request interruptions in accordance with Article, OPERATIONS AND STORAGE AREAS, and coordinate with Owner's Representative. All existing or temporary fire protection systems (fire alarms, etc.) located in construction areas shall be tested as coordinated with the existing Harford County Government (ERCC).
- K. Smoke Detectors: Prevent accidental operation. Remove temporary covers at end of work operations each day. Coordinate with Owner's Representative.
- L. Hot Work: Perform and safeguard hot work operations in accordance with NFPA 241 and NFPA 51B.

- M. Fire Hazard Prevention and Safety Inspections: Inspect entire construction areas weekly.
Coordinate with, and report findings and corrective actions weekly to Owner's Representative.
- N. Smoking: Smoking is prohibited in and adjacent to construction areas inside existing buildings and additions under construction. In separate and detached buildings under construction, smoking is prohibited except in designated smoking rest areas.
- O. Dispose of waste and debris in accordance with NFPA 241. Remove from buildings daily.
- P. Perform other construction, alteration and demolition operations in accordance with 29 CFR 1926.

1.3 OPERATIONS AND STORAGE AREAS

- A. The Contractor shall confine all operations (including storage of materials) on premises to areas authorized or approved by the Owner's Representative. The Contractor shall hold and save the Harford County Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. Any storage agreed to by the Owner's Representative to be off-site must be stored in a bonded warehouse location.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Owner's Representative and shall be built with labor and materials furnished by the Contractor without expense to the Harford County Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- C. The Contractor shall, under regulations prescribed by the Owner's Representative, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Owner's Representative. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
- D. Working space and space available for storing materials shall be as determined by the Owner's Representative.
- E. Workmen are subject to rules of the Harford County Government applicable to their conduct.
- F. Execute work so as to interfere as little as possible with normal functioning of the Harford County Government as a whole, including operations of utility services, fire protection systems and any existing equipment, and with work being done by others. Use of equipment and tools that transmit vibrations and noises through the building structure, are not permitted in buildings that are

occupied, during construction, jointly by staff and visitors, and Contractor's personnel, except as permitted by Owner's Representative where required by limited working space.

1. Do not store materials and equipment in other than assigned areas.
2. Schedule delivery of materials and equipment to immediate construction working areas within buildings in use by Harford County Government in quantities sufficient for not more than two work days. Provide unobstructed access to the Harford County Government areas required to remain in operation.
3. Where access by staff to vacated portions of buildings is not required, storage of Contractor's materials and equipment will be permitted subject to fire and safety requirements.
4. Contractor's office trailer and staging area locations (and subsequent relocation due to possible site constrictions) shall be approved by the Owner's Representative prior to the start of construction.

G. Utilities Services: Where necessary to cut existing pipes, electrical wires, conduits, cables, etc., of utility services, or of fire protection systems or communications systems (except telephone), they shall be cut and capped at suitable places where shown; or, in absence of such indication, where directed by Owner's Representative. All such actions shall be coordinated with the Utility Company involved:

1. Whenever it is required that a connection fee be paid to a public utility provider for new permanent service to the construction project, for such items as water, sewer, electricity, gas or steam, payment of such fee shall be the responsibility of the Government and not the Contractor.

H. Phasing: To insure such executions, Contractor shall furnish the Owner's Representative with a schedule of approximate phasing dates on which the Contractor intends to accomplish work in each specific area of site, building or portion thereof. In addition, Contractor shall notify the Owner's Representative two weeks in advance of the proposed date of starting work in each specific area of site, building or portion thereof. Arrange such phasing dates to insure accomplishment of this work in successive phases mutually agreeable to the Owner's Representative and Contractor.

I. Existing building will be occupied during performance of work.

1. Contractor shall take all measures and provide all material necessary for protecting existing equipment and property in affected areas of construction against dust and debris, so that equipment and affected areas to be used in the facility's operations will not be hindered. Contractor shall permit access to Harford County Government personnel and visitors through other construction areas which serve as routes of access to such affected areas and equipment.

Coordinate alteration work in areas occupied by Harford County Government so that operations will continue during the construction period.

- J. Temporary self standing Construction Fence: Before construction operations begin, Contractor shall provide a chain link construction fence, 6' (six feet) minimum height, around the construction area indicated on the drawings. Provide gates as required for access with necessary hardware, including hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and top and bottom rails with tie wires spaced at maximum 15 inches. Bottom of fences shall extend to one inch above grade. Remove the fence when directed by Owner's Representative.
- K. When existing portions of the building are turned over to Contractor, Contractor shall accept entire responsibility therefore.
 - 1. Contractor shall maintain a minimum temperature of 4 degrees C (40 degrees F) at all times, except as otherwise specified.
 - 2. Contractor shall maintain in operating condition existing fire protection and alarm equipment.
- L. Utilities Services: Maintain existing utility services for Harford County Government at all times. Provide temporary facilities, labor, materials, equipment, connections, and utilities to assure uninterrupted services. Where necessary to cut existing water, steam, gases, sewer or air pipes, or conduits, wires, cables, etc. of utility services or of fire protection systems and communications systems (including telephone), they shall be cut and capped at suitable places where shown; or, in absence of such indication, where directed by Owner's Representative.
 - 1. No utility service such as water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior approval of Owner's Representative. Electrical work shall be accomplished with all affected circuits or equipment de-energized. When an electrical outage cannot be accomplished, work on any energized circuits or equipment shall not commence without the Owner's Representative prior knowledge and written approval. Refer to Electrical drawings and specifications for additional requirements.
 - 2. Contractor shall submit a request to interrupt any such services to Owner's Representative, in writing, 48 hours in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.
 - 3. Contractor will be advised (in writing) of approval of request, or of which other date and/or time such interruption will cause least inconvenience to operations of the Harford County Government.
 - 4. Major interruptions of any system must be requested, in writing, at least 15 calendar days prior to the desired time and shall be performed as directed by the Owner's Representative.

5. In case of a contract construction emergency, service will be interrupted on approval of Owner's Representative. Such approval will be confirmed in writing as soon as practical.
- M. Abandoned Lines: All service lines such as wires, cables, conduits, ducts, pipes and the like, and their hangers or supports, which are to be abandoned but are not required to be entirely removed, shall be sealed, capped or plugged back to the last point of service. The lines shall not be capped in finished areas, but shall be removed and sealed, capped or plugged in ceilings, within furred spaces, in unfinished areas, or within walls or partitions; so that they are completely behind the finished surfaces and back to the last point of service.
- N. To minimize interference of construction activities with flow of traffic, comply with the following:
 1. Keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings clear of construction materials, debris and standing construction equipment and vehicles.
 2. Method and scheduling of required cutting, altering and removal of existing roads, walks and entrances must be approved by the Owner's Representative.
- O Coordinate the work for this contract with other construction operations as directed by Owner's Representative. This includes the scheduling of traffic and the use of roadways, as specified in Article, USE OF ROADWAYS.
- Q. Communication: Contractor shall maintain telephone and fax service as a minimum at the contractor's trailer location. It is highly recommended that the contractor have a computer internet connection at the job-site trailer to facilitate transmission of job site data, digital photographs and other documents that may ease the communication process between the Contractor, Owner's Representative and the Architect.

1.4 ALTERATIONS

- A. Survey: Before any work is started, the Contractor shall make a thorough survey with the Owner's Representative and a representative of the Harford County Government, of areas of buildings in which alterations occur and areas which are anticipated routes of access, and furnish a report, signed by both, to the Owner's Representative.
- B. Any items required by drawings to be either reused or relocated or both, found during this survey to be nonexistent, or in opinion of Owner's Representative, to be in such condition that their use is impossible or impractical, shall be furnished and/or replaced by Contractor with new items in accordance with specifications which will be furnished by Harford County Government.
- C. Re-Survey: Thirty days before expected partial or final inspection date, the Contractor and Owner's Representative together shall make a thorough re-survey of the areas of buildings involved. They shall furnish a report on conditions then existing, of resilient flooring, doors, windows, walls and other surfaces as compared with conditions of same as noted in first condition survey report:

1. Re-survey report shall also list any damage caused by Contractor to such flooring and other surfaces, despite protection measures; and, will form basis for determining extent of repair work required of Contractor to restore damage caused by Contractor's workmen in executing work of this contract.

D. Protection: Provide the following protective measures:

1. Wherever existing roof surfaces are disturbed they shall be protected against water infiltration. In case of leaks, they shall be repaired immediately upon discovery.
2. Temporary protection against damage for portions of existing structures (interior and exterior) and grounds where work is to be done, materials handled and equipment moved and/or relocated.
3. Protection of interior of existing structures at all times, from damage, dust and weather inclemency. Wherever work is performed, floor surfaces that are to remain in place shall be adequately protected prior to starting work, and this protection shall be maintained intact until all work in the area is completed.

1.5 DISPOSAL AND RETENTION

A. Materials and equipment accruing from work removed and from demolition of buildings or structures, or parts thereof, shall be disposed of as follows:

1. Reserved items which are to remain property of the Harford County Government are identified by attached tags or noted on drawings or in specifications as items to be stored. Items that remain property of the Harford County Government shall be removed or dislodged from present locations in such a manner as to prevent damage which would be detrimental to re-installation and reuse. Store such items where directed by Owner's Representative.
2. Items not reserved shall become property of the Contractor and be removed by Contractor from the site.
3. Items of portable equipment and furnishings located in rooms and spaces in which work is to be done under this contract shall remain the property of the Harford County Government. When rooms and spaces are vacated by the Harford County Government during the alteration period, such items which are NOT required by drawings and specifications to be either relocated or reused will be removed by the Government in advance of work to avoid interfering with Contractor's operation.

1.6 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

- A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not

unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Owner's Representative.

- B. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

1.7 RESTORATION

- A. Remove, cut, alter, replace, patch and repair existing work as necessary to install new work. Except as otherwise shown or specified, do not cut, alter or remove any structural work, and do not disturb any ducts, plumbing, steam, gas, or electric work without approval of the Owner's Representative. Existing work to be altered or extended and that is found to be defective in any way, shall be reported to the Owner's Representative before it is disturbed. Materials and workmanship used in restoring work, shall conform in type and quality to that of original existing construction, except as otherwise shown or specified.
- B. Upon completion of contract, deliver work complete and undamaged. Existing work (walls, ceilings, partitions, floors, mechanical and electrical work, lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work.
- C. At Contractor's own expense, Contractor shall immediately restore to service and repair any damage caused by Contractor's workmen to existing piping and conduits, wires, cables, etc., of utility services or of fire protection systems and communications systems (including telephone) which are indicated on drawings and which are not scheduled for discontinuance or abandonment.

1.11 AS-BUILT DRAWINGS

- A. The contractor shall maintain two full size sets of as-built drawings which will be kept current during construction of the project, to include all contract changes, modifications and clarifications.

- B. All variations shall be shown in the same general detail as used in the contract drawings. To insure compliance, as-built drawings shall be made available for the Owner's Representative's review, as often as requested.
- C. Contractor shall deliver two approved completed sets of as-built drawings to the Owner's Representative within 15 calendar days after each completed phase and after the acceptance of the project by the Owner's Representative.
- D. Paragraphs A, B, & C shall also apply to all shop drawings.

1.12 USE OF ROADWAYS

- A. For hauling, use only established public roads and roads on Harford County Government property and, when authorized by the Owner's Representative, such temporary roads which are necessary in the performance of contract work. Temporary roads shall be constructed by the Contractor at Contractor's expense. When necessary to cross curbing, sidewalks, or similar construction, they must be protected by well-constructed bridges.
- B. When new permanent roads are to be a part of this contract, Contractor shall construct them immediately for use to facilitate building operations. These roads shall be used by all who have business thereon within zone of construction building operations. Fully coordinate efforts with the Harford County Representative.
- C. When certain buildings (or parts of certain buildings) are required to be completed in advance of general date of completion, all roads leading thereto must be completed and available for use at time set for completion of such buildings or parts thereof.

1.13 TEMPORARY USE OF MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Use of new installed mechanical and electrical equipment to provide heat, ventilation, plumbing, light and power will be permitted subject to compliance with the following provisions:
 - 1. Permission to use each unit or system must be given by Owner's Representative. If the equipment is not installed and maintained in accordance with the following provisions, the Owner's Representative will withdraw permission for use of the equipment.
 - 2. Electrical installations used by the equipment shall be completed in accordance with the drawings and specifications to prevent damage to the equipment and the electrical systems, i.e. transformers, relays, circuit breakers, fuses, conductors, motor controllers and their overload elements shall be properly sized, coordinated and adjusted. Voltage supplied to each item of equipment shall be verified to be correct and it shall be determined that motors are not overloaded. The electrical equipment shall be thoroughly cleaned before using it and again immediately before final inspection including vacuum cleaning and wiping clean interior and exterior surfaces.

3. Units shall be properly lubricated, balanced, and aligned. Vibrations must be eliminated.
 4. Automatic temperature control systems for preheat coils shall function properly and all safety controls shall function to prevent coil freeze-up damage.
 5. The air filtering system utilized shall be that which is designed for the system when complete, and all filter elements shall be replaced at completion of construction and prior to testing and balancing of system.
 6. All components of heat production and distribution system, metering equipment, condensate returns, and other auxiliary facilities used in temporary service shall be cleaned prior to use; maintained to prevent corrosion internally and externally during use; and cleaned, maintained and inspected prior to acceptance by the Government.
- B. Prior to final inspection, the equipment or parts used which show wear and tear beyond normal, shall be replaced with identical replacements, at no additional cost to the Government.
- C. This paragraph shall not reduce the requirements of the mechanical and electrical specifications sections.

1.14 TEMPORARY TOILETS

- A. Provide where directed, (for use of all Contractor's workmen) ample temporary suitable dry closet sanitary toilet accommodations inside the construction fence line where directed by the Owner's Representative. Keep such places clean and free from flies, and all connections and appliances connected therewith are to be removed prior to completion of contract, and premises left perfectly clean.

1.15 AVAILABILITY AND USE OF UTILITY SERVICES

- A. The Harford County Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. The Contractor shall carefully conserve any utilities furnished without charge.
- B. The Contractor, at Contractor's expense and in a workmanlike manner satisfactory to the Director, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of electricity used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.
- C. Contractor shall install meters at Contractor's expense and furnish the Owner's Representative a monthly record of the Contractor's usage of electricity as hereinafter specified.
- D. Heat: Furnish temporary heat necessary to prevent injury to work and materials through dampness and cold. Use of open salamanders or any temporary heating devices which may be fire hazards or

may smoke and damage finished work, will not be permitted. Maintain minimum temperatures as specified for various materials:

- E. Electricity (for Construction and Testing): Furnish all temporary electric services.
 - 1. Obtain electricity by connecting to the Harford County Government electrical distribution system. The Contractor shall meter and pay for electricity required for electric cranes and hoisting devices, electrical welding devices and any electrical heating devices providing temporary heat. Electricity for all other uses is available at no cost to the Contractor.
- F. Water (for Construction and Testing): Furnish temporary water service.
 - 1. Obtain water by connecting to the Harford County Government water distribution system. Provide reduced pressure backflow preventer at each connection. Water is available at no cost to the Contractor.
 - 2. Maintain connections, pipe, fittings and fixtures and conserve water-use so none is wasted. Failure to stop leakage or other wastes will be cause for revocation (at Owner's Representative's discretion) of use of water from Harford County Government system.

1.17 TESTS

- A. Pre-test mechanical and electrical equipment and systems and make corrections required for proper operation of such systems before requesting final tests. Final test will not be conducted unless pre-tested.
- B. Conduct final tests required in various sections of specifications in presence of an authorized representative of the Contracting Officer. Contractor shall furnish all labor, materials, equipment, instruments, and forms, to conduct and record such tests.
- C. Mechanical and electrical systems shall be balanced, controlled and coordinated. A system is defined as the entire complex which must be coordinated to work together during normal operation to produce results for which the system is designed. For example, air conditioning supply air is only one part of entire system which provides comfort conditions for a building. Other related components are return air, exhaust air, steam, chilled water, refrigerant, hot water, controls and electricity, etc. Another example of a complex which involves several components of different disciplines is a boiler installation. Efficient and acceptable boiler operation depends upon the coordination and proper operation of fuel, combustion air, controls, steam, feedwater, condensate and other related components.
- D. All related components as defined above shall be functioning when any system component is tested. Tests shall be completed within a reasonably short period of time during which operating and environmental conditions remain reasonably constant.

- E. Individual test result of any component, where required, will only be accepted when submitted with the test results of related components and of the entire system.

1.18 INSTRUCTIONS

- A. Contractor shall furnish Maintenance and Operating manuals and verbal instructions when required by the various sections of the specifications and as hereinafter specified. Fully coordinate these requirements with the General Conditions Section. The most stringent requirements apply.
- B. Manuals: Manuals shall be complete, detailed guides for the maintenance and operation of equipment. They shall include complete information necessary for starting, adjusting, maintaining in continuous operation for long periods of time and dismantling and reassembling of the complete units and sub-assembly components. Manuals shall include an index covering all component parts clearly cross-referenced to diagrams and illustrations. Illustrations shall include "exploded" views showing and identifying each separate item. Emphasis shall be placed on the use of special tools and instruments. The function of each piece of equipment, component, accessory and control shall be clearly and thoroughly explained. All necessary precautions for the operation of the equipment and the reason for each precaution shall be clearly set forth. Manuals must reference the exact model, style and size of the piece of equipment and system being furnished. Manuals referencing equipment similar to but of a different model, style, and size than that furnished will not be accepted.
- C. Instructions: Contractor shall provide qualified, factory-trained manufacturers' representatives to give detailed instructions to assigned Harford County Government personnel in the operation and complete maintenance for each piece of equipment. All such training will be at the job site. Instructions for different items of equipment that are component parts of a complete system shall be given in an integrated, progressive manner. All instructors for every piece of component equipment in a system shall be available until instructions for all items included in the system have been completed. This is to assure proper instruction in the operation of inter-related systems. All instruction periods shall be at such times as scheduled by the Owner's Representative and shall be considered concluded only when the Owner's Representative is satisfied in regard to complete and thorough coverage. The Harford County Government reserves the right to request the removal of, and substitution for, any instructor who, in the opinion of the Owner's Representative, does not demonstrate sufficient qualifications in accordance with requirements for instructors above.

1.19 HARFORD COUNTY GOVERNMENT-FURNISHED PROPERTY

- A. Harford County Government shall deliver to the Contractor, the Harford County Government furnished property as shown or indicated on the drawings.

- B. Equipment furnished by Harford County Government to be installed by Contractor will be furnished to Contractor at the Harford County Government.
- C. Equipment furnished by the Harford County Government will be delivered in a partially assembled (knock down) condition in accordance with existing standard commercial practices, complete with all fittings, fastenings, and appliances necessary for connections to respective services installed under contract. All fittings and appliances (i.e., couplings, ells, tees, nipples, piping, conduits, cables, and the like) necessary to make the connection between the Government furnished equipment item and the utility stub-up shall be furnished and installed by the contractor at no additional cost to the Harford County Government.
- D. Completely assemble and install the Harford County Government furnished equipment in place ready for proper operation in accordance with specifications and drawings.
- E. Furnish supervision of installation of equipment at construction site by qualified factory trained technicians regularly employed by the equipment manufacturer.

1.20 RELOCATED EQUIPMENT ITEMS

- A. Contractor shall disconnect, dismantle as necessary, remove and reinstall in new location, all existing equipment and items as noted on the drawings or otherwise shown to be relocated by the Contractor.
- B. Perform relocation of such equipment or items at such times and in such a manner as directed by the Owner's Representative.
- C. Suitably cap existing service lines, such as steam, condensate return, water, drain, gas, air, vacuum and/or electrical, whenever such lines are disconnected from equipment to be relocated. Remove abandoned lines in finished areas and cap as specified herein before under paragraph "Abandoned Lines".
- D. Provide all mechanical and electrical service connections, fittings, fastenings and any other materials necessary for assembly and installation of relocated equipment; and leave such equipment in proper operating condition.
- E. All service lines such as noted above for relocated equipment shall be in place at point of relocation ready for use before any existing equipment is disconnected. Make relocated existing equipment ready for operation or use immediately after reinstallation.

END OF SECTION - 01010

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.

- c. Submittal Category: Action; informational.
- d. Name of subcontractor.
- e. Description of the Work covered.
- f. Scheduled date for Architect's final release or approval.
- g. Scheduled dates for purchasing.
- h. Scheduled date of fabrication.
- i. Scheduled dates for installation.
- j. Activity or event number.

1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

- 1. Project name.
- 2. Date.
- 3. Name of Architect.
- 4. Name of Contractor.
- 5. Name of firm or entity that prepared submittal.
- 6. Names of subcontractor, manufacturer, and supplier.
- 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
- 8. Category and type of submittal.
- 9. Submittal purpose and description.
- 10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
- 11. Drawing number and detail references, as appropriate.
- 12. Indication of full or partial submittal.
- 13. Location(s) where product is to be installed, as appropriate.
- 14. Other necessary identification.
- 15. Remarks.
- 16. Signature of transmitter.

B. Options: Identify options requiring selection by Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

- E. Submittals for Utilizing Web-Based Project Management Software: Prepare submittals as PDF files, or other format indicated by Project management software.

1. Submittal Management Software

- a. Submittal Exchange: www.submittalexchange.com

2. Costs:

- a. The cost of Submittal Exchange services has been paid in full by the Owner
- b. At Contractor's option, training is available from Submittal Exchange regarding use of website and DF submittals. Contact Submittal Exchange at 1-800-714-0024.
- c. Internet Service and Equipment Requirements:
- 1) Email address and Internet access at Contractor's main office
 - 2) Adobe Acrobat 9 (www.adobe.com). Bluebeam PDF Revu (www.bluebeam.com), or other similar PDF review software of applying electronic stamps and comments.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections

1. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect and Construction Manager

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's and Construction Manager's action stamp.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.6 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:

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- a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
 - a. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.
 4. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
 5. Paper Transmittal: Include paper transmittal including complete submittal information indicated.

6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
7. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit **one** full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

- B. Delegated Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Architect[will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S[**AND CONSTRUCTION MANAGER'S**] REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will return without review submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 017700 - CLOSEOUT PROCEDURES

1.1 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection, complete the following.

1. Contractor's list of incomplete items (punch list) prepared.
 - a. Submit MS Excel electronic file.
 - b. Submit PDF electronic file.
 - c. Submit paper copies.
2. Owner advised of pending insurance changeover.
3. Warranties, maintenance service agreements, and similar documents submitted.
4. Releases, occupancy permits, and operating certificates submitted.
5. Project Record Documents submitted.
6. Tools, spare parts, and extra materials delivered.
7. Final changeover of locks performed.
8. Startup testing completed.
9. Test/adjust/balance records submitted.
10. Temporary facilities removed.
11. Owner advised of heat and utility changeover.
12. Changeover information for use, operation, and maintenance submitted.
13. Owner's personnel instructed in operation, adjustment, and maintenance of equipment and systems.
14. Final cleaning performed.
15. Touchup performed.

1.2 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection, complete the following:

1. Final Application for Payment submitted.
2. List of incomplete items (punch list) endorsed by Architect as completed or otherwise resolved for acceptance.
3. Evidence of continuing insurance coverage submitted.

1.3 SUBMITTAL OF PROJECT WARRANTIES

- A. Partial Occupancy: Submit warranties within 15 days of completion of designated portions of the Work that are occupied or used by Owner.
- B. Organize warranty documents based on Project Manual and bind in heavy-duty, three-ring, vinyl-covered, loose-leaf binders.
- C. Scan warranties and bonds into a single indexed electronic PDF file.

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1.4 FINAL CLEANING

- A. Cleaning Agents: Comply with Green Seal's GS-37 and California Code of Regulations maximum allowable VOC levels.
- B. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program.
- C. Replace disposable air filters and clean permanent air filters.

1.5 REPAIR OF THE WORK

- A. Repair or remove and replace defective construction. Where damaged or worn items cannot be repaired or restored, provide replacements. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION 017700

SECTION 024119 - SELECTIVE DEMOLITION

1.1 FIELD CONDITIONS

- A. The entire building will not be occupied during selective demolition. The existing pump room must continue to be operational during the entire project.

1.2 PREPARATION

- A. Refrigerant: Remove according to 40 CFR 82.

1.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Utility Shut Off: By Owner. The existing water room must remain operational at all times. This room contains pumps and other equipment which must have electrical power.

1.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. Dispose of in an EPA-approved landfill.

1.5 SELECTIVE DEMOLITION

- A. Refer to the drawings for demolition scope.

END OF SECTION 024119

SECTION 055000 - METAL FABRICATIONS

1.1 PRODUCTS

- A. Materials: Steel plates, shapes, and bars.
- B. Miscellaneous Framing and Supports: Galvanized where indicated and Primed using zinc-rich primer where indicated.
 - 1. Steel framing and supports for mechanical and electrical equipment applications where framing and supports are not specified in other Sections.
- C. Shelf angles, galvanized at exterior walls.
- D. Metal Ladders Steel.
 - 1. Primed ladders using zinc-rich primer.
- E. Loose steel lintels, galvanized at exterior walls at exterior walls.
- F. Anchor bolts, steel pipe sleeves, slotted-channel inserts, and wedge-type inserts cast into concrete or built into unit masonry.

END OF SECTION 055000

SECTION 055113 - METAL PAN STAIRS AND RAMPS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Preassembled steel stairs and ramp with concrete-fill.
2. Steel tube railings attached to metal stairs.

1.2 ACTION SUBMITTALS

- A. Product Data: For metal pan stairs.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- C. Delegated-Design Submittal: For stairs and railings, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance of Stairs and Ramp: Metal stairs and ramps shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
1. Uniform Load: 100 lbf/sq. ft. (4.79 kN/sq. m).
 2. Concentrated Load: 300 lbf (1.33 kN) applied on an area of 4 sq. in. (2580 sq. mm).
 3. Uniform and concentrated loads need not be assumed to act concurrently.
 4. Stair and Ramp Framing: Capable of withstanding stresses resulting from railing loads in addition to loads specified above.
- B. Structural Performance of Railings: Railings shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
1. Handrails and Top Rails of Guards:
 - a. Uniform load of 50 lbf/ft. (0.73 kN/m) applied in any direction.
 - b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
 2. Infill of Guards:

- a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
- b. Infill load and other loads need not be assumed to act concurrently.

2.2 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For components exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- C. Steel Tubing: ASTM A 500 (cold formed) or ASTM A 513.

2.3 FASTENERS

- A. Provide zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 12 for exterior use, and Class Fe/Zn 5 where built into exterior walls. Select fasteners for type, grade, and class required.

2.4 MISCELLANEOUS MATERIALS

- A. Shop Primers and Paint: See specification section 099123 Interior Painting

2.5 FABRICATION, GENERAL

- A. Provide complete stair assemblies, including metal framing, hangers, struts,[railings,] clips, brackets, bearing plates, and other components necessary to support and anchor stairs and platforms on supporting structure.
 1. Join components by welding unless otherwise indicated.
 2. Use connections that maintain structural value of joined pieces.
- B. Preassembled Stairs and Ramp: Assemble stairs and ramps in shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- E. Weld connections to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. Weld exposed corners and seams continuously unless otherwise indicated.
 5. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 3 welds: partially dressed weld with spatter removed].
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Locate joints where least conspicuous.

2.6 STEEL-FRAMED STAIRS AND RAMPS

- A. NAAMM Stair Standard: Comply with "Recommended Voluntary Minimum Standards for Fixed Metal Stairs" in NAAMM AMP 510, "Metal Stairs Manual," Commercial Class, unless more stringent requirements are indicated.
- B. Stair and Ramp Framing:
1. Fabricate stringers of steel plates or channels.
 - a. Provide closures for exposed ends of channel stringers.
 2. Construct platforms of steel plate or channel headers and miscellaneous framing members as needed to comply with performance requirements.
 3. Weld or bolt stringers to headers; weld or bolt]framing members to stringers and headers. If using bolts, fabricate and join so bolts are not exposed on finished surfaces.
- C. Metal Pan Stairs and Ramps: Form risers, subread pans, and subplatforms to configurations shown from steel sheet of thickness needed to comply with performance requirements, but not less than 0.067 inch (1.7 mm).
- D. Abrasive-Coating-Finished, Formed-Metal Stairs: Form risers, treads, and platforms to configurations shown from steel sheet of thickness needed to comply with performance requirements, but not less than 0.097 inch (2.5 mm).

2.7 STAIR AND RAMP RAILINGS

- A. Steel Tube Railings: Fabricate railings to comply with requirements indicated for design, dimensions, details, finish, and member sizes, including wall thickness of tube, post spacings, and anchorage, but not less than that needed to withstand indicated loads.
1. Rails and Posts: 1-5/8-inch- (41-mm-) diameter top and bottom rails and posts.
 2. Picket Infill: 3/4 inch- (13-mm-) square pickets spaced less than 4 inches (100 mm) clear.
- B. Welded Connections: Fabricate railings with welded connections. Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.

1. Finish welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 2 welds: completely sanded joint, some undercutting and pinholes are okay as shown in NAAMM AMP 521.
 - C. Form changes in direction of railings by bending or by inserting prefabricated elbow fittings.
 - D. For changes in direction made by bending, use jigs to produce uniform curvature for each repetitive configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
 - E. Close exposed ends of railing members with prefabricated end fittings.
 - F. Provide wall returns at ends of wall-mounted handrails.
 - G. Connect posts to stair framing by direct welding.
 - H. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, end closures, flanges, miscellaneous fittings, and anchors for interconnecting components and for attaching to other work.
 - I. Fillers: Provide fillers made from steel plate, or other suitably crush-resistant material, where needed to transfer wall bracket loads through wall finishes to structural supports. Size fillers to suit wall finish thicknesses.
- 2.8 FINISHES
- A. Finish metal stairs after assembly.
 - B. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with SSPC-SP 3, "Power Tool Cleaning."
 - C. Apply shop primer to uncoated surfaces of metal stair components, except those with galvanized finishes and those to be embedded in concrete or masonry unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

PART 3 - EXECUTION

3.1 INSTALLING METAL PAN STAIRS

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal stairs. Set units accurately in location, alignment, and elevation, measured from established lines and levels and free of rack.
- B. Install metal stairs by welding stair framing to steel structure or to weld plates cast into concrete unless otherwise indicated.

- C. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints.
- D. Field Welding: Comply with requirements for welding in "Fabrication, General" Article.
- E. Place and finish concrete fill for treads and platforms to comply with Section 033000 "Cast-in-Place Concrete."
 - 1. Install abrasive nosings with anchors fully embedded in concrete.
- F. Install precast concrete treads with adhesive supplied by manufacturer.

3.2 INSTALLING RAILINGS

- A. Adjust railing systems before anchoring to ensure matching alignment at abutting joints. Space posts at spacing indicated or, if not indicated, as required by design loads. Plumb posts in each direction. Secure posts and rail ends to building construction as follows:
 - 1. Anchor posts to steel by welding to steel supporting members.
 - 2. Anchor handrail ends to concrete and masonry with steel round flanges welded to rail ends and anchored with post installed anchors and bolts.
- B. Attach handrails to wall with wall brackets. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads. Secure wall brackets to building construction as required to comply with performance requirements.

3.3 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

END OF SECTION 055113

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

1.1 MATERIALS

A. Wood Products, General:

1. Maximum Moisture Content of Lumber: 15 percent.

B. Wood-Preservative-Treated Materials:

1. Preservative Treatment: AWPAC U1; Use Category UC2 except Use Category UC3b for exterior construction and Use Category UC4a for items in contact with ground.
 - a. Preservative Chemicals: Containing no arsenic or chromium.
2. Application: Items indicated and the following:
 - a. Items in contact with roofing or waterproofing.
 - b. Items in contact with concrete or masonry.
 - c. Framing less than 18 inches (460 mm) aboveground in crawlspaces.
 - d. Floor plates installed over concrete slabs-on-grade.

C. Fire-Retardant-Treated Materials:

1. Exterior type for exterior locations and where indicated.
2. Interior Type A, High Temperature (HT) for enclosed roof framing and where indicated.
3. Interior Type A unless otherwise indicated.
4. Application: Items indicated and the following:
 - a. Concealed blocking.
 - b. Roof framing and blocking.
 - c. Items in contact with roofing.
 - d. Plywood backing panels.

D. Miscellaneous Lumber:

1. Dimension Lumber: Construction or No. 2 grade any species.
2. Utility Shelving: 15 percent maximum moisture content.
 - a. Mixed southern pine, No. 1.
 - b. Hem-fir, Select Merchantable or No. 1 Common.
 - c. Spruce-pine-fir, Construction or No. 2 Common.
3. Concealed Boards: 15 percent maximum moisture content.
 - a. Mixed southern pine, No. 2.
 - b. Hem-fir, Construction or No. 2 Common.

E. Plywood Backing Panels: Exterior, AC fire-retardant treated.

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1. Complies with low-emitting materials requirements of LEED for Schools.
- F. Fasteners: Hot-dip galvanized steel where exposed to weather, in ground contact, in contact with treated wood, or in area of high relative humidity.
- G. Metal Framing Anchors:
 1. Metal: Galvanized steel; hot-dip heavy galvanized steel for wood-preserved-treated lumber and where indicated.

1.2 INSTALLATION

- A. Furring to Receive Gypsum Board: 1-by-2-inch nominal- (19-by-38-mm actual-) size furring at 16 inches (406 mm) o.c.

END OF SECTION 061053

SECTION 064116 - PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

1.1 QUALITY ASSURANCE

- A. Fabricator Qualifications: Certified participant in AWI's Quality Certification Program.
- B. Mockups for typical plastic-laminate cabinets.

1.2 SUSTAINABILITY REQUIREMENTS

- A. ASHRAE 189.1:
 - 1. Recycled content.
 - 2. Regional materials.
 - 3. Certified wood.
 - 4. Low-emitting composite wood products.

1.3 PLASTIC-LAMINATE-FACED CABINETS

- A. Grade: Premium.
- B. Type of Construction: Face frame.
- C. Cabinet and Door and Drawer Front Interface Style: Flush overlay.
- D. Laminate Cladding for Exposed Surfaces:
 - 1. Horizontal Surfaces: Grade HGS.
 - 2. Postformed Surfaces: Grade HGP.
 - 3. Vertical Surfaces: Grade HGS.
- E. Cabinet Interior: Same as exterior.

1.4 MATERIALS

- A. Cabinet Hardware:
 - 1. Hinges: Frameless, concealed.
 - 2. Pulls: Wire.
 - 3. Adjustable shelf supports.
 - 4. Locks: Door and drawer.
 - 5. Exposed Hardware Finishes: Satin chromium plated.

END OF SECTION 064116

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes joint sealants for the following applications, including those specified by reference to this Section:
 - 1. Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 2. Exterior joints in horizontal traffic surfaces.
 - 3. Interior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 4. Interior joints in horizontal traffic surfaces.
- B. See Division 8 Section "Glazing" for glazing sealants.

1.2 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- C. Preconstruction field test reports.
- D. Compatibility and adhesion test reports.
- E. Product certificates.

1.4 QUALITY ASSURANCE

- A. Preconstruction Compatibility and Adhesion Testing: Submit samples of materials that will contact or affect joint sealants to joint-sealant manufacturers for testing according to ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.

- B. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to Project joint substrates according to the method in ASTM C 1193 that is appropriate for the types of Project joints.
- C. Mockups: Build mockups incorporating sealant joints, as follows, to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution:
 - 1. Joints in mockups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants, which are specified by reference to this Section.

1.5 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: One years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.
- B. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Provide interior sealants and sealant primers that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - 1. Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- C. Suitability for Immersion in Liquids. Where elastomeric sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247 and qualify for the length of exposure indicated by reference to ASTM C 920 for Class 1 or 2. Liquid used for testing sealants is deionized water, unless otherwise indicated.
- D. Suitability for Contact with Food: Where elastomeric sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- E. Multicomponent Nonsag Polysulfide Sealant:
 - 1. Available Products:
 - a. Pacific Polymers, Inc.; Elasto-Seal 227 Type II (Gun Grade).
 - b. Pecora Corporation; Synthacalk GC-2+.
 - c. Polymeric Systems Inc.; PSI-350.
 - d. PolySpec Corp.; T-2235-M.
 - e. PolySpec Corp.; T-2282.
 - f. PolySpec Corp.; Thiokol 2P.
 - g. Sonneborn, Division of ChemRex Inc.; Sonolastic Polysulfide Sealant.
 - 2. Type and Grade: M (multicomponent) and NS (nonsag).
 - 3. Class: 25.
 - 4. Use[s] Related to Exposure: T (traffic) and NT (nontraffic).
 - 5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
- F. Multicomponent Nonsag Immersible Polysulfide Sealant:
 - 1. Available Products:
 - a. Pecora Corporation; GC-2+
 - b. PolySpec Corp.; T-2235-M.
 - 2. Type and Grade: M (multicomponent) and NS (nonsag).
 - 3. Class: 25.
 - 4. Uses Related to Exposure: T (traffic), NT (nontraffic), and I (immersible), Class 1.
 - 5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

G. Multicomponent Pourable Polysulfide Sealant:

1. Available Products:
 - a. Meadows, W. R., Inc.; Deck-O-Seal.
 - b. Pacific Polymers, Inc.; Elastoseal 227 Type I (Pourable).
2. Type and Grade: M (multicomponent) and P (pourable).
3. Class: 25.
4. Uses Related to Exposure: T (traffic) and NT (nontraffic).
5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

H. Single-Component Nonsag Polysulfide Sealant:

1. Available Products:
 - a. Pacific Polymers, Inc.; Elastoseal 230 Type I (Gun Grade).
 - b. Polymeric Systems Inc.; PSI-7000.
2. Type and Grade: S (single component) and NS (nonsag).
3. Class: 25.
4. Use Related to Exposure: NT (nontraffic).
5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

I. Multicomponent Nonsag Neutral-Curing Silicone Sealant:

1. Available Products:
 - a. Dow Corning Corporation; 756 H.P.
2. Type and Grade: M (multicomponent) and P (pourable).
3. Class: 50.
4. Use Related to Exposure: NT (nontraffic).
5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

J. Single-Component Pourable Neutral-Curing Silicone Sealant:

1. Available Products:
 - a. Dow Corning Corporation; 890-SL.
 - b. Pecora Corporation; 300 Pavement Sealant (Self Leveling).
 - c. Dow Corning Corporation; SL Parking Structure Sealant.
2. Type and Grade: S (single component) and P (pourable).
3. Class: 100/50.
4. Use[s] Related to Exposure: NT and T (traffic).
5. Uses Related to Joint Substrates: M A and O, as applicable to joint substrates indicated.

K. Single-Component Neutral-Curing Silicone Sealant:

1. Available Products:
 - a. Dow Corning Corporation; 790.
 - b. GE Silicones; SilPruf LM SCS2700.
 - c. Tremco; Spectrem 1 (Basic).
 - d. Pecora Corporation; 890.
 - e. Polymeric Systems Inc.; PSI-641.
 - f. Sonneborn, Division of ChemRex Inc.; Omniseal.
 - g. Dow Corning Corporation; 795.
 - h. GE Silicones; UltraPruf II SCS2900.
 - i. Pecora Corporation; 895.
2. Type and Grade: S (single component) and NS (nonsag).
3. Class: 100/50.
4. Use Related to Exposure: NT (nontraffic).
5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
6. Stain-Test-Response Characteristics: Nonstaining to porous substrates per ASTM C 1248.

L. Single-Component Neutral-Curing Silicone Sealant:

1. Available Products:
 - a. Dow Corning Corporation; 799.
 - b. GE Silicones; UltraGlaze SSG4000.
 - c. GE Silicones; UltraGlaze SSG4000AC.
 - d. Polymeric Systems Inc.; PSI-631.
 - e. Schnee-Morehead, Inc.; SM5731 Poly-Glaze Plus.
 - f. Tremco; Proglaze SG.
 - g. Tremco; Spectrem 2.
 - h. Tremco; Tremsil 600.
2. Type and Grade: S (single component) and NS (nonsag).
3. Class: 25.
4. Use Related to Exposure: NT (nontraffic).
5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

M. Single-Component Acid-Curing Silicone Sealant:

1. Available Products:
 - a. Bostik Findley; Chem-Calk 1200.
 - b. Dow Corning Corporation; Trademate Glazing.
 - c. GE Silicones; Construction SCS1200.
 - d. Pecora Corporation; 860.
 - e. Polymeric Systems Inc.; PSI-613.

- f. Schnee-Morehead, Inc.; SM5732 Polyglaze.
- g. Sonneborn, Division of ChemRex Inc.; OmniPlus.
- h. Tremco; Tremsil 200.

- 2. Type and Grade: S (single component) and NS (nonsag).
- 3. Class: 25.
- 4. Use Related to Exposure: NT (nontraffic).
- 5. Uses Related to Joint Substrates: G, A, and, as applicable to joint substrates indicated, O.

N. Single-Component Mildew-Resistant Neutral-Curing Silicone Sealant:

- 1. Available Products:
 - a. Pecora Corporation; 898.
 - b. Tremco; Tremsil 600 White.
- 2. Type and Grade: S (single component) and NS (nonsag).
- 3. Class: 25.
- 4. Use Related to Exposure: NT (nontraffic).
- 5. Uses Related to Joint Substrates: [M,]G, A, and, as applicable to joint substrates indicated, O.

O. Single-Component Mildew-Resistant Acid-Curing Silicone Sealant:

- 1. Available Products:
 - a. Dow Corning Corporation; 786 Mildew Resistant.
 - b. GE Silicones; Sanitary SCS1700.
 - c. Tremco; Tremsil 200 Clear.
- 2. Type and Grade: S (single component) and NS (nonsag).
- 3. Class: 25.
- 4. Use Related to Exposure: NT (nontraffic).
- 5. Uses Related to Joint Substrates: G, A, and, as applicable to joint substrates indicated, O.

P. Multicomponent Nonsag Urethane Sealant:

- 1. Available Products:
 - a. Pecora Corporation; Dynatrol II.
 - b. Tremco; Dymeric 511.
 - c. Tremco; Vulkem 922.
- 2. Type and Grade: M (multicomponent) and NS (nonsag).
- 3. Class: 50.
- 4. Use[s] Related to Exposure: NT (nontraffic) and T (traffic).
- 5. Uses Related to Joint Substrates: M, [G,]A, and, as applicable to joint substrates indicated, O.

Q. Multicomponent Nonsag Urethane Sealant:

1. Available Products:

- a. Schnee-Morehead, Inc.; Permthane SM 7200.
- b. Sika Corporation, Inc.; Sikaflex - 2c NS TG.
- c. Sonneborn, Division of ChemRex Inc.; NP 2.
- d. Tremco; Vulkem 227.
- e. Tremco; Vulkem 322 DS.

2. Type and Grade: M (multicomponent) and NS (nonsag).

3. Class: 25.

4. Uses Related to Exposure: T (traffic) and NT (nontraffic).

5. Uses Related to Joint Substrates: M, [G,]A, and, as applicable to joint substrates indicated, O.

R. Multicomponent Nonsag Urethane Sealant:

1. Available Products:

- a. Bostik Findley; Chem-Calk 500.
- b. Pacific Polymers, Inc.; Elasto-Thane 227 R Type II (Gun Grade).
- c. Polymeric Systems Inc.; PSI-270.
- d. Tremco; Dymeric.

2. Type and Grade: M (multicomponent) and NS (nonsag).

3. Class: 25.

4. Additional Movement Capability: 40 percent movement in extension and 25 percent in compression for a total of 65 percent movement.

5. Use Related to Exposure: NT (nontraffic).

6. Uses Related to Joint Substrates: M, [G,]A, and, as applicable to joint substrates indicated, O.

S. Multicomponent Nonsag Urethane Sealant:

1. Available Products:

- a. Pacific Polymers, Inc.; Elasto-Thane 227 High Shore Type II (Gun Grade).
- b. Pacific Polymers, Inc.; Elasto-Thane 227 Type II (Gun Grade).
- c. Pecora Corporation; Dynatred.
- d. Polymeric Systems Inc.; PSI-270.

2. Type and Grade: M (multicomponent) and NS (nonsag).

3. Class: 25.

4. Use Related to Exposure: T (traffic).

5. Uses Related to Joint Substrates: M, [G,]A, and, as applicable to joint substrates indicated, O.

T. Multicomponent Nonsag Immersible Urethane Sealant:

1. Available Products:

- a. Pacific Polymers, Inc.; Elasto-Thane 227 R Type II (Gun Grade).
 - b. Pecora Corporation; Dynatred.
 - c. Tremco; Vulkem 227.
 - d. Tremco; Vulkem 322 DS.
2. Type and Grade: M (multicomponent) and NS (nonsag).
3. Class: 25.
4. Use[s] Related to Exposure: T (traffic) and I (immersible), Class 1.
5. Uses Related to Joint Substrates: M, A, and, as applicable to joint substrates indicated, O.

U. Multicomponent Pourable Urethane Sealant:

1. Available Products:
 - a. Bostik Findley; Chem-Calk 550.
 - b. Meadows, W. R., Inc.; POURTHANE.
 - c. Pacific Polymers, Inc.; Elasto-Thane 227 Type I (Self Leveling).
 - d. Pecora Corporation; Urexpand NR-200.
 - e. Polymeric Systems Inc.; PSI-270SL.
 - f. Schnee-Morehead, Inc.; Permthane SM 7201.
 - g. Tremco; Vulkem 245.
 - h. Pecora Corporation; Urexpand NR 300, Type M.
2. Type and Grade: M (multicomponent) and P (pourable).
3. Class: [25] [12-1/2].
4. Use Related to Exposure: T (traffic).
5. Uses Related to Joint Substrates: M, A, and, as applicable to joint substrates indicated, O.

V. Multicomponent Pourable Urethane Sealant:

1. Available Products:
 - a. Pecora Corporation; Dynatrol II-SG.
 - b. Sika Corporation, Inc.; Sikaflex - 2c SL.
 - c. Sonneborn, Division of ChemRex Inc.; SL 2.
2. Type and Grade: M (multicomponent) and P (pourable).
3. Class: 25.
4. Uses Related to Exposure: T (traffic) and NT (nontraffic).
5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

W. Multicomponent Pourable Immersible Urethane Sealant:

1. Available Products:
 - a. Pacific Polymers, Inc.; Elasto-Thane 227 R Type II (Self Leveling).
 - b. Tremco; Vulkem 245.

2. Type and Grade: M (multicomponent) and P (pourable).
3. Class: 25.
4. Uses Related to Exposure: T (traffic) and I (immersible), Class 1.
5. Uses Related to Joint Substrates: M, [G,]A, and, as applicable to joint substrates indicated, O.

X. Single-Component Nonsag Urethane Sealant:

1. Available Products:
 - a. Sika Corporation, Inc.; Sikaflex - 1a.
 - b. Sonneborn, Division of ChemRex Inc.; Ultra.
 - c. Tremco; Vulkem 116.
2. Type and Grade: S (single component) and NS (nonsag).
3. Class: 25.
4. Uses Related to Exposure: T (traffic) and NT (nontraffic).
5. Uses Related to Joint Substrates: M, [G,]A, and, as applicable to joint substrates indicated, O.

Y. Single-Component Nonsag Urethane Sealant:

1. Available Products:
 - a. Bostik Findley; Chem-Calk 900.
 - b. Bostik Findley; Chem-Calk 915.
 - c. Bostik Findley; Chem-Calk 916 Textured.
 - d. Bostik Findley; Chem-Calk 2639.
 - e. Pecora Corporation; Dynatrol I-XL.
 - f. Polymeric Systems Inc.; Flexiprene 1000.
 - g. Polymeric Systems Inc.; PSI-901.
 - h. Schnee-Morehead, Inc.; Permathane SM7100.
 - i. Schnee-Morehead, Inc.; Permathane SM7108.
 - j. Schnee-Morehead, Inc.; Permathane SM7110.
 - k. Sika Corporation, Inc.; Sikaflex 15LMg
 - l. Tremco; DyMonic.
 - m. Tremco; Vulkem 921.
 - n. Tremco; Vulkem 931.
2. Type and Grade: S (single component) and NS (nonsag).
3. Class: 25.
4. Use Related to Exposure: NT (nontraffic).
5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

Z. Multicomponent Nonsag Immersible Urethane Sealant:

1. Available Products:
 - a. Tremco; Vulkem 116.

- b. Tremco; Vulkem 921.
- 2. Type and Grade: M (multicomponent) and P (pourable).
- 3. Class: 25.
- 4. Uses Related to Exposure: T (traffic) and NT (nontraffic) and I (immersible), Class 1.
- 5. Uses Related to Joint Substrates: M, A, and, as applicable to joint substrates indicated, O.

AA. Single-Component Pourable Urethane Sealant:

- 1. Available Products:
 - a. Sika Corporation, Inc.; Sikaflex - 1CSL.
 - b. Sonneborn, Division of ChemRex Inc.; SL 1.
 - c. Tremco; Vulkem Nova 300 SSL.
- 2. Type and Grade: S (single component) and P (pourable).
- 3. Class: 25.
- 4. Uses Related to Exposure: T (traffic) and NT (nontraffic).
- 5. Uses Related to Joint Substrates: M, A, and, as applicable to joint substrates indicated, O.

BB. Single-Component Pourable Urethane Sealant:

- 1. Available Products:
 - a. Bostik Findley; Chem-Calk 950.
 - b. Pecora Corporation; Urexpan NR-201.
 - c. Polymeric Systems Inc.; Flexiprene 952.
 - d. Schnee-Morehead, Inc.; Permthane SM7101.
 - e. Tremco; Tremflex S/L.
 - f. Tremco; Vulkem 45.
- 2. Type and Grade: S (single component) and P (pourable).
- 3. Class: 25.
- 4. Use Related to Exposure: T (traffic).
- 5. Uses Related to Joint Substrates: M, [G,]A, and, as applicable to joint substrates indicated, O.

2.4 SOLVENT-RELEASE JOINT SEALANTS

A. Acrylic-Based Solvent-Release Joint Sealant: Comply with ASTM C 1311 or FS TT-S-00230.

- 1. Available Products:
 - a. Schnee-Moorehead, Inc.; Acryl-R Acrylic Sealant.
 - b. Tremco; Mono 555.

B. Butyl-Rubber-Based Solvent-Release Joint Sealant: Comply with ASTM C 1085.

1. Available Products:

- a. Bostik Findley; Bostik 300.
- b. Fuller, H. B. Company; SC-0296.
- c. Fuller, H. B. Company; SC-0288.
- d. Pecora Corporation; BC-158.
- e. Polymeric Systems Inc.; PSI-301.
- f. Sonneborn, Division of ChemRex Inc.; Sonneborn Multi-Purpose Sealant.
- g. Tremco; Tremco Butyl Sealant.

- C. Pigmented Narrow-Joint Sealant: Manufacturer's standard, solvent-release-curing, pigmented, synthetic-rubber sealant complying with AAMA 803.3 and formulated for sealing joints 3/16 inch (5 mm) or smaller in width.

1. Available Products:

- a. Fuller, H. B. Company; SC-0289.
- b. Schnee-Morehead, Inc.; SM 5504 Acryl-R Narrow Joint Sealant.

2.5 LATEX JOINT SEALANTS

- A. Latex Sealant: Comply with ASTM C 834, Type O P, Grade NF.

B. Available Products:

- 1. Bostik Findley; Chem-Calk 600.
- 2. Pecora Corporation; AC-20+.
- 3. Schnee-Morehead, Inc.; SM 8200.
- 4. Sonneborn, Division of ChemRex Inc.; Sonolac.
- 5. Tremco; Tremflex 834.

2.6 ACOUSTICAL JOINT SEALANTS

- A. Acoustical Sealant for Exposed and Concealed Joints: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834 that effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

1. Available Products:

- a. Pecora Corporation; AC-20 FTR Acoustical and Insulation Sealant.
- b. United States Gypsum Co.; SHEETROCK Acoustical Sealant.

- B. Acoustical Sealant for Concealed Joints: Manufacturer's standard, nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic-rubber sealant recommended for sealing interior concealed joints to reduce airborne sound transmission.

1. Available Products:

- a. Pecora Corporation; BA-98.
- b. Tremco; Tremco Acoustical Sealant.

2.7 PREFORMED JOINT SEALANTS

- A. **Preformed Silicone-Sealant System:** Manufacturer's standard system consisting of precured low-modulus silicone extrusion, in sizes to fit joint widths indicated, combined with a neutral-curing silicone sealant for bonding extrusions to substrates.
 - 1. **Available Products:**
 - a. Dow Corning Corporation; 123 Silicone Seal.
 - b. GE Silicones; UltraSpan US1100.
 - c. Pecora Corporation; Sil-Span.
 - d. Tremco; Spectrem Ez Seal.
- B. **Preformed Foam Sealant:** Manufacturer's standard mildew-resistant, nonmigratory, nonstaining, preformed, precompressed, open-cell foam sealant that is manufactured from high-density urethane foam impregnated with a nondrying, water-repellent agent.
 - 1. **Available Products:**
 - a. EMSEAL Joint Systems, Ltd.; Emseal 25V.
 - b. illbruck Sealant Systems, Inc.; Wilseal 600.
 - c. Polytite Manufacturing Corporation; Polytite B.
 - d. Polytite Manufacturing Corporation; Polytite Standard.
 - e. Sandell Manufacturing Co., Inc.; Polyseal.
 - f. Density: Manufacturer's standard.

2.8 JOINT-SEALANT BACKING

- A. **General:** Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. **Cylindrical Sealant Backings:** ASTM C 1330, Type C (closed-cell material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
- C. **Elastomeric Tubing Sealant Backings:** Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F (minus 32 deg C). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
- D. **Bond-Breaker Tape:** Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or

joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.9 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.
 - a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
 - 2. Remove laitance and form-release agents from concrete.
 - a. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Acoustical Sealant Application Standard: Comply with recommendations in ASTM C 919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
- G. Installation of Preformed Silicone-Sealant System: Comply with manufacturer's written instructions.
- H. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping, taking care not to pull or stretch material, producing seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures where expansion of sealant requires acceleration to produce seal, apply heat to sealant in compliance with sealant manufacturer's written instructions.

- I. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.3 JOINT-SEALANT SCHEDULE – COLORS WILL BE AS SELECTED FROM MANUFACTURER’S FULL RANGE .

- A. Joint-Sealant Application: Exterior vertical and horizontal nontraffic construction joints in cast-in-place concrete.
 1. Joint Sealant: Multicomponent nonsag polysulfide sealant.
- B. Joint-Sealant Application: Exterior horizontal nontraffic isolation and contraction joints in cast-in-place concrete slabs.
 1. Joint Sealant: Multicomponent pourable polysulfide sealant.
- C. Joint-Sealant Application: Exterior vertical control and expansion joints in unit masonry.
 1. Joint Sealant: Single-component nonsag polysulfide sealant.
- D. Joint-Sealant Application: Exterior joints in dimension stone cladding.
 1. Joint Sealant: Single-component nonsag polysulfide sealant.
- E. Joint-Sealant Application: Interior and exterior sealant-pointed mortar joints in glass unit masonry assemblies.
 1. Joint Sealant: Single-component acid-curing silicone sealant.
- F. Joint-Sealant Application: Exterior joints in exterior insulation and finish systems.
 1. Joint Sealant: Single-component neutral-curing silicone sealant.
- G. Joint-Sealant Application: Exterior butt joints between metal panels.
 1. Joint Sealant: Single-component neutral- and basic-curing silicone sealant.
- H. Joint-Sealant Application: Exterior vertical joints between different materials listed above.
 1. Joint Sealant: Single-component neutral- and basic-curing silicone sealant.
- I. Joint-Sealant Application: Exterior perimeter joints between and frames of doors windows and louvers.
 1. Joint Sealant: Multicomponent nonsag polysulfide sealant.
- J. Joint-Sealant Application: Exterior control and expansion joints in ceilings and other overhead surfaces.

1. Joint Sealant: Single-component neutral- and basic-curing silicone sealant] [Single-component neutral-curing silicone sealant.
- K. Joint-Sealant Application: Exterior control and expansion joints in horizontal traffic surfaces of brick pavers and stone paving units.
 1. Joint Sealant: Multicomponent pourable polysulfide sealant.
- L. Joint-Sealant Application: Vertical control and expansion joints on exposed interior surfaces of exterior walls.
 1. Joint Sealant: Single-component neutral- and basic-curing silicone sealant.
- M. Joint-Sealant Application: Interior perimeter joints of exterior openings.
 1. Joint Sealant: Single-component nonsag polysulfide sealant.
- N. Joint-Sealant Application: Interior ceramic tile expansion, control, contraction, and isolation joints in horizontal traffic surfaces.
 1. Joint Sealant: Multicomponent nonsag urethane sealant.
- O. Joint-Sealant Application: Interior joints between plumbing fixtures and adjoining walls, floors, and counters.
 1. Joint Sealant: Single-component mildew-resistant acid-curing silicone sealant.
- P. Joint-Sealant Application: Vertical joints on exposed surfaces of interior unit masonry and partitions.
 1. Joint Sealant: Single-component nonsag polysulfide sealant.
- Q. Joint-Sealant Application: Perimeter joints between interior wall surfaces and frames of interior doors and windows.
 1. Joint Sealant: Latex sealant.
- R. Joint-Sealant Application: Interior control, expansion, and isolation joints in horizontal traffic surfaces of stone, brick and porcelain tile flooring.
 1. Joint Sealant: Multicomponent pourable polysulfide sealant.

END OF SECTION 079200

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

1.1 SUSTAINABILITY REQUIREMENTS

A. ASHRAE 189.1:

1. Recycled content.

1.2 INTERIOR DOORS AND FRAMES

A. SDI Heavy Duty: SDI A250.8, Level 2 Metallic-coated, cold-rolled steel sheet.

1. Edge Construction: Model 1, Full Flush.
2. Core: Polyisocyanurate.
3. Frames: Full profile welded.
4. Exposed Finish: Prime.

B. HMMA Hollow Metal: NAAMM-HMMA 860. Metallic-coated, cold-rolled steel sheet.

1. Edge Construction: Continuously welded with no visible seam.
2. Core: Vertical steel stiffener.
3. Frames: 0.042-inch (1.0-mm) thickness. Full profile welded.
4. Exposed Finish: Prime.

1.3 INSTALLATION

A. Metal-Stud Partitions and Concrete Walls: Frames filled with insulation.

B. Masonry Walls: Frames filled with grout.

END OF SECTION 081113

SECTION 081416 - FLUSH WOOD DOORS

1.1 QUALITY ASSURANCE

- A. Manufacturer and Vendor: FSC certified for chain of custody.
- B. Manufacturer: Certified participant in AWI's Quality Certification Program.

1.2 SUSTAINABILITY REQUIREMENTS

- A. ASHRAE 189.1:
 - 1. Regional materials.
 - 2. Certified wood.
 - 3. Low-emitting adhesives.
 - 4. Low-emitting paints and coatings.
 - 5. Low-emitting composite wood products.

1.3 DOOR CONSTRUCTION, GENERAL

- A. Quality Standard: Architectural Woodwork Standards.
 - 1. AWI Quality Certification Labels.
- B. WDMA I.S.1-A Performance Grade:
 - 1. Heavy Duty unless otherwise indicated.

1.4 VENEER-FACED DOORS FOR OPAQUE FINISH

- A. Interior Solid-Core Doors:
 - 1. Grade: Premium, with Grade AA faces.
 - 2. Species: Select white birch.
 - 3. Cut: Plain sliced (flat sliced).
 - 4. Match between Veneer Leaves: Slip match.
 - 5. Assembly of Veneer Leaves on Door Faces: Center-balance.
 - 6. Core: Particleboard
 - 7. Construction: Five plies, bonded.
 - 8. WDMA I.S.1-A Performance Grade: Heavy Duty

1.5 LIGHT FRAMES AND LOUVERS

- A. Light-Opening Frames:

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- 1. Wood beads.
- B. Louvers: Galvanized steel.
- 1.1 Doors for Opaque PRIMING/FINISHING
 - A. Shop Priming:
 - 1. Finish: One coat of wood primer.
 - B. Opaque Factory Finishes:
 - 1. Architectural Woodwork Standards Grade: Premium .
 - 2. Finish: UV curable, water based or catalyzed polyurethane.

END OF SECTION 081416

SECTION 083113 - ACCESS DOORS AND FRAMES

1.1 PRODUCTS

A. Flush access doors and frames with exposed flanges.

1. Material: Steel.

B. Finishes:

1. Metallic-Coated Steel: Factory primed.

2. Steel: Factory primed.

END OF SECTION 083113

SECTION 087100 - DOOR HARDWARE

1.1 WARRANTY

- A. Materials and Workmanship: One years.

1.2 MAINTENANCE SERVICE

- A. Full-Maintenance Service: 12 months.

1.3 FIELD QUALITY CONTROL

- A. Independent Architectural Hardware Consultant: Contractor engaged.
- B. Occupancy Adjustment: After six months.

1.4 FINISH

- A. All hardware shall be brushed stainless steel as applicable

1.5 DOOR HARDWARE SCHEDULE

- A. See Drawings for Schedule.

END OF SECTION 087100

SECTION 091110 - NON-LOAD-BEARING STEEL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes non-load-bearing steel framing members for the following applications:
 - 1. Interior framing systems (e.g., supports for partition walls, framed soffits, furring, etc.).
 - 2. Interior suspension systems (e.g., supports for ceilings, suspended soffits, etc.).

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by a testing and inspection agency.
- B. Sound Transmission Characteristics: Provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by a testing and inspection agency.

PART 2 - PRODUCTS

2.1 NON-LOAD-BEARING STEEL FRAMING, GENERAL

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
 - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal, unless otherwise indicated.
 - 2. Protective Coating: ASTM A 653/A 653M, G60 (Z180), hot-dip galvanized, unless otherwise indicated.

2.2 SUSPENSION SYSTEM COMPONENTS

- A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.0625-inch- (1.59-mm-) diameter wire, or double strand of 0.0475-inch- (1.21-mm-) diameter wire.
- B. Hanger Attachments to Concrete:

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1. Anchors: Fabricated from corrosion-resistant materials with holes or loops for attaching wire hangers and capable of sustaining, without failure, a load equal to 5 times that imposed by construction as determined by testing according to ASTM E 488 by an independent testing agency.
 - a. Type: Postinstalled, expansion anchor.
 2. Powder-Actuated Fasteners: Suitable for application indicated, fabricated from corrosion-resistant materials with clips or other devices for attaching hangers of type indicated, and capable of sustaining, without failure, a load equal to 10 times that imposed by construction as determined by testing according to ASTM E 1190 by an independent testing agency.
- C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.162-inch (4.12-mm) diameter.
- D. Carrying Channels: Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.0538 inch (1.37 mm) and minimum 1/2-inch- (12.7-mm-) wide flanges.
1. Depth: 2-1/2 inches (64 mm).
- E. Furring Channels (Furring Members):
1. Cold-Rolled Channels: 0.0538-inch (1.37-mm) bare-steel thickness, with minimum 1/2-inch- (12.7-mm-) wide flanges, 3/4 inch (19.1 mm) deep.
 2. Steel Studs: ASTM C 645.
 - a. Minimum Base-Metal Thickness: 0.0179 inch (0.45 mm).
 - b. Depth: As indicated on Drawings.
 3. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 7/8 inch (22.2 mm) deep.
 - a. Minimum Base Metal Thickness: 0.0179 inch (0.45 mm).
 4. Resilient Furring Channels: 1/2-inch- (12.7-mm-) deep members designed to reduce sound transmission.
 - a. Configuration: Asymmetrical or hat shaped.
- F. Grid Suspension System for Ceilings: ASTM C 645, direct-hung system composed of main beams and cross-furring members that interlock.
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Armstrong World Industries, Inc.; Drywall Grid Systems.
 - b. USG Corporation; Drywall Suspension System.

2.3 STEEL FRAMING FOR FRAMED ASSEMBLIES

A. Steel Studs and Runners: ASTM C 645.

1. Minimum Base-Metal Thickness: As indicated on Drawings or as a minimum 0.0312 inch (0.79 mm).
2. Depth: As indicated on Drawings.

B. Slip-Type Head Joints: Where indicated, provide one of the following:

1. Single Long-Leg Runner System: ASTM C 645 top runner with 2-inch- (50.8-mm-) deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top runner and with continuous bridging located within 12 inches (305 mm) of the top of studs to provide lateral bracing.
2. Double-Runner System: ASTM C 645 top runners, inside runner with 2-inch- (50.8-mm-) deep flanges in thickness not less than indicated for studs and fastened to studs, and outer runner sized to friction fit inside runner.
3. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
 - a. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - b. Products: Subject to compliance with requirements, provide as shown on the drawings or one of the following:
 - 1) Steel Network Inc. (The); VertiClip SLD Series.
 - 2) Superior Metal Trim; Superior Flex Track System (SFT).

C. Firestop Tracks: Top runner manufactured to allow partition heads to expand and contract with movement of the structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Fire Trak Corp.; Fire Trak attached to studs with Fire Trak Slip Clip.
 - b. Metal-Lite, Inc.; The System.

D. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.

1. Minimum Base-Metal Thickness: 0.0312 inch (0.79 mm).

E. Cold-Rolled Channel Bridging: 0.0538-inch (1.37-mm) bare-steel thickness, with minimum 1/2-inch- (12.7-mm-) wide flanges.

1. Depth: 1-1/2 inches (38.1 mm).
2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches (38.1 by 38.1 mm), 0.068-inch- (1.73-mm-) thick, galvanized steel.

- F. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
 - 1. Minimum Base Metal Thickness: 0.0179 inch (0.45 mm).
 - 2. Depth: As indicated on Drawings.
- G. Resilient Furring Channels: 1/2-inch- (12.7-mm-) deep, steel sheet members designed to reduce sound transmission.
 - 1. Configuration: Asymmetrical or hat shaped.
- H. Cold-Rolled Furring Channels: 0.0538-inch (1.37-mm) bare-steel thickness, with minimum 1/2-inch- (12.7-mm-) wide flanges.
 - 1. Depth: As indicated on Drawings.
 - 2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum bare-steel thickness of 0.0312 inch (0.79 mm).
 - 3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.0625-inch- (1.59-mm-) diameter wire, or double strand of 0.0475-inch- (1.21-mm-) diameter wire.
- I. Z-Shaped Furring: With slotted or nonslotted web, face flange of 1-1/4 inches (31.8 mm), wall attachment flange of 7/8 inch (22.2 mm), minimum bare-metal thickness of 0.0179 inch (0.45 mm), and depth required to fit insulation thickness indicated.

2.4 AUXILIARY MATERIALS

- A. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Isolation Strip at Exterior Walls: Provide one of the following:
 - 1. Asphalt-Saturated Organic Felt: ASTM D 226, Type I (No. 15 asphalt felt), nonperforated.
 - 2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch (3.2 mm) thick, in width to suit steel stud size.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754, except comply with framing sizes and spacing indicated.
 - 1. Gypsum Plaster Assemblies: Also comply with requirements in ASTM C 841 that apply to framing installation.
 - 2. Portland Cement Plaster Assemblies: Also comply with requirements in ASTM C 1063 that apply to framing installation.
 - 3. Gypsum Veneer Plaster Assemblies: Also comply with requirements in ASTM C 844 that apply to framing installation.

4. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.

3.2 INSTALLING SUSPENSION SYSTEMS

- A. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- B. Suspend hangers from building structure as follows:
 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
 - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
 - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
 3. Do not attach hangers to steel roof deck.
 4. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
 5. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
 6. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- C. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.
- D. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.
- E. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet (3 mm in 3.6 m) measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

3.3 INSTALLING FRAMED ASSEMBLIES

- A. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- B. Install studs so flanges within framing system point in same direction.
 1. Space studs as follows:

- a. Single-Layer Application: 16 inches (406 mm) o.c., unless otherwise indicated.
 - b. Multilayer Application: 16 inches (406 mm) o.c., unless otherwise indicated.
 - c. Tile backing panels: 16 inches (406 mm) o.c., unless otherwise indicated.
- C. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.
 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
 - a. Install two studs at each jamb, unless otherwise indicated.
 - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch (12.7-mm) clearance from jamb stud to allow for installation of control joint in finished assembly.
 - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings, unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
 4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
 - a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.
 5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
 6. Curved Partitions:
 - a. Bend track to uniform curve and locate straight lengths so they are tangent to arcs.
 - b. Begin and end each arc with a stud, and space intermediate studs equally along arcs. On straight lengths of not less than 2 studs at ends of arcs, place studs 6 inches (150 mm) o.c.
- D. Direct Furring:
 1. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (610 mm) o.c.
- E. Z-Furring Members:
 1. Erect insulation (specified in Division 7 Section "Building Insulation") vertically and hold in place with Z-furring members spaced 24 inches (610 mm) o.c.
 2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (600 mm) o.c.

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3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches (300 mm) from corner and cut insulation to fit.
- F. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch (3 mm) from the plane formed by faces of adjacent framing.

END OF SECTION 09111

SECTION 092500 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:

1. Interior gypsum board.

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

PART 2 - PRODUCTS

2.1 INTERIOR GYPSUM BOARD

- A. General: Complying with ASTM C 36/C 36M or ASTM C 1396/C 1396M, as applicable to type of gypsum board indicated and whichever is more stringent.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. American Gypsum Co.
 - b. BPB America Inc.
 - c. G-P Gypsum.
 - d. Lafarge North America Inc.
 - e. National Gypsum Company.
 - f. PABCO Gypsum.
 - g. Temple.
 - h. USG Corporation.

- B. Type X:

1. Thickness: 5/8 inch (15.9 mm).
2. Long Edges: Tapered.

C. Type C:

1. Thickness: As required by fire-resistance-rated assembly indicated on Drawings.
2. Long Edges: Tapered.

D. Flexible Type: Manufactured to bend to fit radii and to be more flexible than standard regular-type gypsum board of same thickness.

1. Thickness: 1/4 inch (6.4 mm).
2. Long Edges: Tapered.

E. Ceiling Type: Manufactured to have more sag resistance than regular-type gypsum board.

1. Thickness: 5/8 inch (15.9 mm).
2. Long Edges: Tapered.

F. Moisture- and Mold-Resistant Type: With moisture- and mold-resistant core and surfaces. Not to be used in high water use areas.

1. Core: 5/8 inch (15.9 mm), Type X.
2. Long Edges: Tapered.

2.2 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.

1. Material: Paper-faced galvanized steel sheet.
2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.
 - g. Curved-Edge Cornerbead: With notched or flexible flanges.

B. Exterior Trim: ASTM C 1047.

1. Material: Hot-dip galvanized steel sheet, plastic, or rolled zinc.
2. Shapes:
 - a. Cornerbead.
 - b. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - c. Expansion (Control) Joint: One-piece, rolled zinc with V-shaped slot and removable strip covering slot opening.

C. Aluminum Trim: Extruded accessories of profiles and dimensions indicated.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Fry Reglet Corp.
 - b. Gordon, Inc.
 - c. Pittcon Industries.
3. Aluminum: Alloy and temper with not less than the strength and durability properties of ASTM B 221 (ASTM B 221M), Alloy 6063-T5.
4. Finish: Corrosion-resistant primer compatible with joint compound and finish materials specified.

2.3 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:

1. Interior Gypsum Wallboard: Paper.
2. Tile Backing Panels: As recommended by panel manufacturer.

C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
3. Fill Coat: For second coat, use drying-type, all-purpose compound.
4. Finish Coat: For third coat, use drying-type, all-purpose compound.
5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound.

D. Joint Compound for Exterior Applications:

1. Exterior Gypsum Soffit Board: Use setting-type taping compound and setting-type, sandable topping compound.
2. Glass-Mat Gypsum Sheathing Board: As recommended by sheathing board manufacturer.

E. Joint Compound for Tile Backing Panels:

1. Water-Resistant Gypsum Backing Board: Use setting-type taping compound and setting-type, sandable topping compound.
2. Glass-Mat, Water-Resistant Backing Panel: As recommended by backing panel manufacturer.
3. Cementitious Backer Units: As recommended by backer unit manufacturer.

2.4 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
 1. Use adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
- E. Acoustical Sealant: As specified in Division 7 Section "Joint Sealants."

PART 3 - EXECUTION

3.1 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations, and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

- D. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

3.2 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Type X: Vertical surfaces, unless otherwise indicated.
 - 2. Type C: Where required for specific fire-resistance-rated assembly indicated, such as the ceiling located throughout the facility above any lay-in ceiling.
 - 3. Flexible Type: Apply in double layer at curved assemblies.
 - 4. Ceiling Type: As indicated on Drawings.
 - 5. Moisture- and Mold-Resistant Type: As indicated on Drawings.

3.3 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners.
 - 2. Bullnose Bead: Use at outside corners where indicated.
 - 3. LC-Bead: Use at exposed panel edges.
 - 4. L-Bead: Use where indicated.
 - 5. U-Bead: Use at exposed panel edges.
 - 6. Curved-Edge Cornerbead: Use at curved openings.

3.4 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:

1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
2. Level 2: Panels that are substrate for tile.
3. Level 3: Where indicated on Drawings.
4. Level 4: At panel surfaces that will be exposed to view, unless otherwise indicated.
 - a. Primer and its application to surfaces are specified in other Division 9 Sections.

3.5 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 09250

SECTION 095113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes acoustical panels and exposed suspension systems for ceilings.

1.2 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Evaluation reports.
- C. Field quality-control reports.

1.3 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to NVLAP.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Acoustical ceiling shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
- B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
 - 2. Smoke-Developed Index: 450 or less.

2.2 ACOUSTICAL PANEL CEILINGS, GENERAL

- A. Low-Emitting Materials: Acoustical panel ceilings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the

Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

- B. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 40 percent.
- C. Glass-Fiber-Based Panels: Made with binder containing no urea formaldehyde.
- D. Acoustical Panel Standard: Comply with ASTM E 1264.
- E. Metal Suspension System Standard: Comply with ASTM C 635.
- F. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

2.3 ACOUSTICAL PANELS – ACT: Refer to Sheet A301

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Basis-of-Design Product: Armstrong Cortega Square edge - subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Armstrong World Industries, Inc.
 - 2. USG Interiors, Inc.; Subsidiary of USG Corporation.
- C. Modular Size: 24 by 48 inches as indicated on Drawings.

2.4 METAL SUSPENSION SYSTEM

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Basis-of-Design Product: Match existing condition - subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Armstrong World Industries, Inc.
 - 2. USG Interiors, Inc.; Subsidiary of USG Corporation.
- C. Steel Suspension System:
- D. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and Cisca's "Ceiling Systems Handbook."
- B. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.
 - 1. Arrange directionally patterned acoustical panels as indicated on reflected ceiling plans.

END OF SECTION 095113

SECTION 096519 – LUXURY VINYL PLANK FLOORING (LVP)

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Luxury Vinyl Plank Flooring

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and pattern specified.

1.3 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are competent in techniques required by manufacturer for plank floor installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For the plank flooring, as determined by testing identical products according to ASTM E648 or NFPA 253 by a qualified testing agency.
 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

2.2 LUXURY VINYL PLANK FLOOR

- A. As indicated on the drawings.
- B. Plank Standard: ASTM F1700.
- C. Size: As indicated on the drawings.

2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by floor plank manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by floor plank and adhesive manufacturers to suit floor plank and substrate conditions indicated.
- C. Floor Polish: DO NOT USE FLOOR POLISH.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prepare substrates according to floor plank manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor plank manufacturer. Do not use solvents.

3.2 LUXURY VINYL PLANK FLOOR INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor planks.
- B. Lay out floor planks as directed by the County representative.
- C. Scribe, cut, and fit floor planks to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- D. Extend floor planks into toe spaces, door reveals, closets, and similar openings. Extend floor planks to center of door openings.
- E. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor planks as marked on substrates. Use chalk or other nonpermanent marking device.
- F. Adhere floor planks to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

END OF SECTION 096519

SECTION 096813 – TILE CARPETING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Modular carpet tile.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For carpet tile installation, plans showing the following:

1. Type of subfloor.
2. Type of installation.
3. Pattern of installation.
4. Pattern type, location, and direction.
5. Pile direction.
6. Type, color, and location of edge, transition, and other accessory strips.
7. Transition details to other flooring materials.

C. Samples: For each exposed product and for each color and texture required.

1.3 INFORMATIONAL SUBMITTALS

A. Product test reports.

B. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Certified by the International Certified Floorcovering Installers Association at the Commercial II certification level.

1.6 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.

- 1. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CARPET TILE

- A. As indicated on the drawings.
- B. Color: As indicated on the drawings
- C. Pattern: As indicated on the drawings,
- D. Fiber Content: See specified product data.
- E. Per manufacturers requirements.
- F. Size: 24 by 24 inches (610 by 610 mm).

2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile, and are recommended by carpet tile manufacturer for releasable installation.

PART 3 - EXECUTION

3.1 PREPARATION

- A. General: Comply with the Carpet and Rug Institute's CRI 104 and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider, and protrusions more than 1/32 inch (0.8 mm) unless more stringent requirements are required by manufacturer's written instructions.

- C. Concrete Substrates: Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by adhesive and carpet tile manufacturers.
- D. Metal Substrates: Clean grease, oil, soil and rust, and prime if recommended in writing by adhesive manufacturer. Rough sand painted metal surfaces and remove loose paint. Sand aluminum surfaces, to remove metal oxides, immediately before applying adhesive.
- E. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.2 INSTALLATION

- A. General: Comply with the Carpet and Rug Institute's CRI 104, Section 10, "Carpet Tile," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: As recommended in writing by carpet tile manufacturer.
- C. Maintain dye-lot integrity. Do not mix dye lots in same area.
- D. Maintain pile-direction patterns recommended in writing by carpet tile manufacturer.
- E. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- F. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet tile as marked on subfloor. Use nonpermanent, nonstaining marking device.
- H. Install pattern parallel to walls and borders.
- I. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION 096813

SECTION 097813 – ARTIFICIAL TURF

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Artificial Turf

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For carpet tile installation, plans showing the following:

1. Type of subfloor.
2. Type of installation.
3. Transition details to other flooring materials.

C. Samples: 12" x 12" minimum.

1.3 INFORMATIONAL SUBMITTALS

A. Product test reports.

B. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Certified by manufacturer.

1.6 WARRANTY

A. Special Warranty for Artificial Turf: Manufacturer agrees to repair or replace components of turf installation that fail in materials or workmanship within specified warranty period.

1. Warranty Period: 9 years from date of Substantial Completion.

PART 2 - PRODUCTS

- 2.1 ARTIFICIAL TURF: PGN as manufactured by Synthetic Turf Resources (A Sportgroup Company)
- A. As indicated on the drawings.
 - B. Color: Meadow Green
 - C. Primary Yarn: Polyethylene
 - D. Yarn Cross Section: Slit-film
 - E. UV Stabilized: Yes
 - F. Fabric Construction: Tufted
 - G. Secondary Yarn Polymer Thatch: Texture Nylon
 - H. Secondary Yarn Color: Green
 - I. Primary Backing: 13/18 PET
 - J. Coating Type: 5mm Polyurethane Foam
 - K. Polyethylene Denier/Ends: 8,000/1
 - L. Textured Thatch Denier/Ends: 4,200/8
- 2.2 INSTALLATION ACCESSORIES
- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by turf manufacturer.

PART 3 - EXECUTION

- 3.1 PREPARATION
- A. General: Comply with the Turf manufacturer's written installation instructions for preparing substrates indicated to receive turf.
 - B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider, and protrusions more than 1/32 inch (0.8 mm) unless more stringent requirements are required by manufacturer's written instructions.
 - C. Broom and vacuum clean substrates to be covered immediately before installing turf.

3.2 INSTALLATION

- A. General: Comply with the Turf manufacturer's written installation instructions.
- B. Installation Method: As recommended in writing by Turf manufacturer.
- C. Protect Turf against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by turf manufacturer.

END OF SECTION 097813

SECTION 099123 - INTERIOR PAINTING

1.1 QUALITY ASSURANCE

- A. Mockups for each color and finish.
- B. Basis of Design: Sherwin-Williams

1.2 SUSTAINABILITY REQUIREMENTS

- A. ASHRAE 189.1:
 - 1. Low-emitting paints and coatings.

1.3 INTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Nontraffic Surfaces:
 - 1. Latex system.
 - 2. Latex over latex aggregate system.
 - 3. Latex aggregate system.
 - 4. Institutional low-odor/VOC latex system.
 - 5. High-performance architectural latex system.
 - 6. Water based light industrial coating system.
 - 7. Alkyd system.
 - 8. Concrete stain system.
- B. Concrete Substrates, Traffic Surfaces:
 - 1. Latex floor enamel system.
 - 2. Alkyd floor enamel system.
 - 3. Concrete stain system.
 - 4. Water-based concrete floor sealer system.
 - 5. Solvent-based concrete floor sealer system.
- C. Cement Board Substrates:
 - 1. Latex system.
 - 2. Institutional low-odor/VOC latex system.
 - 3. High-performance architectural latex system.
 - 4. Water based light industrial coating system.
 - 5. Alkyd system.
- D. Clay Masonry Substrates:
 - 1. Latex system.
 - 2. Latex aggregate system.

3. Institutional low-odor/VOC latex system.
4. High-performance architectural latex system.
5. Water-based light industrial coating system.
6. Alkyd system.
7. Clear (2-component) polyurethane system.

E. CMU Substrates:

1. Latex system.
2. Latex aggregate system.
3. Institutional low-odor/VOC latex system.
4. High-performance architectural latex system.
5. Water-based light industrial coating system.
6. Alkyd system.
7. Clear (2-component) polyurethane system.

F. Steel Substrates:

1. Latex system, alkyd primer.
2. Latex over shop-applied quick-drying shop primer system.
3. Institutional low-odor/VOC latex system.
4. High-performance architectural latex system.
5. Water-based light industrial coating system.
6. Water-based light industrial coating over epoxy primer system.
7. Water-based dry-fall system.
8. Water-based dry-fall over shop-applied quick-drying shop primer system.
9. Alkyd system.
10. Alkyd over surface-tolerant primer system.
11. Alkyd over shop-applied quick-drying shop primer system.
12. Quick-dry enamel system.
13. Alkyd dry-fall system.
14. Alkyd dry-fall over shop-applied quick-drying shop primer system.
15. Aluminum paint system.

G. Galvanized-Metal Substrates:

1. Latex system.
2. Institutional low-odor/VOC latex system.
3. High-performance architectural latex system.
4. Water-based light industrial coating system.
5. Water-based dry-fall system.
6. Alkyd over cementitious primer system
7. Alkyd dry-fall system (cementitious primer).
8. Aluminum paint system (cementitious primer).

H. Aluminum Substrates:

1. Latex system.
2. Institutional low-odor/VOC latex system.
3. High-performance architectural latex system.

4. Water-based light industrial coating system.
 5. Alkyd system.
- I. Copper Substrates:
1. Latex system.
 2. Institutional low-odor/VOC latex system.
 3. High-performance architectural latex system.
 4. Water-based light industrial coating system.
 5. Alkyd system.
- J. Stainless-Steel Substrates:
1. Latex system.
 2. High-performance architectural latex system.
 3. Water-based light industrial coating system.
 4. Alkyd system.
- K. Wood Substrates: Glued-laminated construction.
1. Latex over latex primer system.
 2. Latex over alkyd primer system.
 3. Institutional low-odor/VOC latex system.
 4. High-performance architectural latex system.
 5. Alkyd system.
- L. Wood Substrates: Exposed framing.
1. Latex over latex primer system.
 2. Latex over alkyd primer system.
 3. Institutional low-odor/VOC latex system.
 4. High-performance architectural latex system.
 5. Alkyd system.
- M. Wood Substrates: Windows.
1. Latex over latex primer system.
 2. Latex over alkyd primer system.
 3. Institutional low-odor/VOC latex system.
 4. High-performance architectural latex system.
 5. Water-based light industrial coating system.
 6. Water-based alkyd system.
 7. Alkyd system.
- N. Wood Substrates: OSB
1. Latex over Alkyd/Oil Wood Primer system.
 2. Institutional low-odor/VOC latex system.
 3. Oil-based alkyd system.
 4. Alkyd system.

O. Gypsum Board Substrates:

1. Latex over latex sealer system.
2. Latex over alkyd primer system (for plaster only).
3. Institutional low-odor/VOC latex system.
4. High-performance architectural latex system.
5. Water-based light industrial coating system.
6. Alkyd over latex sealer system.

P. Acoustic Panels and Tiles:

1. Latex, flat system.
2. Latex over alkyd sealer system.
3. Institutional low-odor/VOC latex system.
4. High-performance architectural latex system.
5. Alkyd, flat system.

END OF SECTION 099123

SECTION 10 21 13.19
SOLID PLASTIC TOILET COMPARTMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Solid plastic toilet compartments including the following: (Eclipse)
 - 1. Floor mounted overhead-braced toilet compartments.
 - 2. Wall mounted urinal screens.

1.2 RELATED SECTIONS

- A. Section 06 10 00 - Rough Carpentry.

1.3 REFERENCES

- A. ASTM International (ASTM):
 - 1. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 2. ASTM B 85 - Standard Specification for Aluminum-Alloy Die Castings.
 - 3. ASTM B 221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
- B. National Fire Protection Association (NFPA) 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth.
- C. United States Green Building Council (USGBC): LEED Green Building Rating System.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Provide layout drawings and installation details with location and type of hardware required.
- D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- E. Verification Samples: For each finish product specified, two samples representing actual product, color, and patterns.
- F. Sustainable Design Submittals:
 - 1. Recycled Content: Certify percentages of post-consumer and pre-consumer recycled content.
 - 2. Regional Materials: Certify distance in miles between manufacturer and Project and between manufacturer and extraction or harvest point.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A company regularly engaged in manufacture of products specified in this section, and whose products have been in satisfactory use under similar service conditions for not less than 5 years.
- B. Installer Qualifications: A company regularly engaged in installation of products specified in this Section, with a minimum of 5 years experience.
- C. Performance Requirements:
 - 1. Fire Resistance: Partition materials shall comply with the following requirements, when tested in accordance with the ASTM E 84: Standard Test Method for Surface Burning Characteristics of Building Materials:
 - a. Class B flame spread/smoke developed rating, tested to ASTM E84.
 - 2. Material Fire Ratings:
 - a. National Fire Protection Association (NFPA) 286: Pass.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.8 WARRANTY

- A. Manufacturer guarantees its plastic against breakage, corrosion, and delamination under normal conditions for 1 year from the date of receipt by the customer. If materials are found to be defective during that period for reasons listed above, the materials will be replaced free of charge. (Labor not included in warranty.)

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Scranton Products, which is located at: 801 E. Corey St.; Scranton, PA 18505; Toll Free Tel: 800-445-5148; Fax: 855-376-6161; Email: [request info \(info@scrantonproducts.com\)](mailto:requestinfo@scrantonproducts.com); Web: <http://www.scrantonproducts.com>
- B. Substitutions: Not permitted.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 MATERIAL

- A. Plastic Panels: High density polyethylene (HDPE) suitable for exposed applications, waterproof, non-absorbent, and graffiti-resistant textured surface;
 - 1. Fire-resistance Rating: Tested in Accordance with NFPA 286.
 - 2. Fire-resistance Rating: Tested to meet ASTM E84, Class B.
 - 3. Standard Collection, Does not meet NFPA 286 or ASTM E84
 - 4. Recycled Content (Post Industrial): 25 percent.
 - 5. Recycled Content (Post Industrial): 100 percent.

6. Recycled Content (Post Consumer): 100 percent.
 - B. Aluminum Extrusions: ASTM B221, 6463-T5 alloy and temper.
 - C. Aluminum Die Castings: ASTM B85, A380 alloy.
 - D. Stainless Steel Castings: ASTM A167, Type 304.
 - E. Rubber: Abrasion resistant Styrene Butadiene Rubber, 65 to 80 Shore A durometer, black.
- 2.3 SOLID PLASTIC TOILET COMPARTMENTS AND SCREENS
- A. Basis of Design: Eclipse Toilet Partitions as manufactured by and supplied by Scranton Products.
 1. Style: Floor mounted overhead-braced toilet compartments.
 - B. Doors and Panels: High density polyethylene (HDPE), fabricated from SEQ CHAPTER 1 extruded polymer resins, forming single thickness panel.
 1. Waterproof and nonabsorbent, with self-lubricating surface, resistant to marks by pens, pencils, markers, and other writing instruments.
 2. Thickness: 1 inch (25 mm).
 3. Edges: Shiplap.
 - C. Panel Color: Traditional Series:
 1. Glacier Grey - Orange Peel.
 - D. Doors and Dividing Panels:
 1. Standard Privacy:
 - a. Height: 55 inches (1397 mm) high and mounted at 14 inches (356 mm) above the finished floor.
 - E. Metal Posts: 82.75 inches (2102 mm) high, heavy duty extruded aluminum, clear anodized finish, fastened to foot with stainless steel tamper resistant screw.
 - F. Hidden Shoe (Foot): One-piece molded polyethylene invisible shoe inserted into metal post and secured to metal post with stainless steel tamper resistant screw.
 - G. Headrail Cap and Corner Cap: One-piece molded polyethylene secured to metal post with stainless steel tamper resistant screw; adjustable to level headrail to finished floor.
 - H. Wall Brackets: Continuous heavy duty extruded aluminum, clear anodized finish, inserted into slotted panel and fastened to panels with stainless steel tamper resistant screws.
 1. Type: Single Ear bracket aluminum.
 2. Type: Double ear bracket aluminum.
 3. Length: 54 inches (1372 mm).
 4. Length: 61 inches (1550 mm).
 5. Length: 71 inches (1803 mm).
 - I. Headrail: Heavy duty extruded aluminum, designer anti-grip design, clear anodized finish, fastened to headrail bracket with stainless steel tamper resistant screw and to headrail cap or corner cap with stainless steel tamper resistant screw.
 1. Headrail Brackets: Heavy duty extruded aluminum, clear anodized finish, secured to wall with stainless steel tamper screws.
 - J. Door Hardware:
 1. Hinges:

- a. Edge-mounted helix style stainless steel continuous hinge.
 - 1) Closing degree: 5 degrees.
 - 2) Comes to a full close on its own weight
2. Occupancy Indicator Latch and Housing:
 - a. Material: Satin stainless steel.
 - b. Occupancy indicators: Green for occupied and red not occupied.
 - c. Slide bolt and button.
3. Coat Hook and Door Bumper Combination:
 - a. Material: Chrome plated Zamak
 - b. Handicap Door: Equip with second door pull and door stop.
4. Door Pulls: Chrome plated Zamak

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Examine areas to receive toilet partitions, screens, and shower compartments for correct height and spacing of anchorage/blocking and plumbing fixtures that affect installation of partitions. Report discrepancies to the architect.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved Shop Drawings.
- B. Install partitions rigid, straight, plumb, and level.
- C. Locate bottom edge of doors and panels 4, 9, or 14 inches (102, 229, or 356 mm) above finished floor.
- D. Clearance at vertical edges of doors shall be uniform top to bottom and shall not exceed 3/8 inch (9.5 mm).
- E. No evidence of cutting, drilling, and/or patching shall be visible on the finished work.
- F. Finished surfaces shall be cleaned after installation and be left free of imperfections.

3.4 ADJUSTING

- A. Adjust doors and latches to operate correctly.

3.5 PROTECTION

- A. Protect installed products until completion of project.

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- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION