COLLEGE OF SOUTHERN MARYLAND ("College")
INVITATION TO BID ("ITB")

ITB Number: 27-003	ITB Title:	PE Building Slope Repair and Reconstruction Services	d. 10/19/2026

To All Interested Bidders:

The College of Southern Maryland ("College") invites sealed bids from qualified contractors to provide construction services for the La Plata Campus PE Building Slope Repair and Exterior Concrete Stairway Reconstruction Project, as further described in this Invitation for Bids (ITB).

Bids shall be submitted electronically through the College's Bid Locker portal and must be received no later than **1:00 p.m. Eastern Time on November 20, 2026**, unless modified by addendum. Following the bid due date and time, the College will record the names of Bidders that submitted a timely bid. Late bids will not be accepted or considered.

It is the sole responsibility of each Bidder to ensure that its bid is successfully submitted through Bid Locker prior to the stated deadline. The College is not responsible for bids delayed by technical difficulties, internet connectivity issues, or any other cause. Bidders are further responsible for ensuring that all required forms, certifications, attachments, and other submission requirements are complete. Failure to submit a complete bid may result in a determination that the bid is non-responsive.

The ITB documents, including any addenda, may be obtained through the College's Bid Locker portal at:
https://bidlocker.us/a/csmd/BidLocker

Bidders are responsible for monitoring the Bid Locker portal and obtaining all addenda and other solicitation updates issued by the College. Failure to acknowledge or incorporate applicable addenda may result in rejection of the bid.

The College reserves the right to reject any or all bids; to waive minor informalities, irregularities, or technical deficiencies; to request clarification of bid submissions; and to take any action determined to be in the best interest of the College. Award of a contract, if made, is contingent upon the availability of funding and all required approvals.
Sincerely,

Yaffa Seiden
Executive Director, Procurement

The College of Southern Maryland is an Equal Opportunity | Affirmative Action | Title IX | ADA Title 504 Compliant Institution. Minority, Small, and Women-Owned businesses are encouraged to submit a response to this solicitation.

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1.0 TENTATIVE SCHEDULE OF EVENTS

The following schedule is provided for planning purposes only. The College reserves the right to modify any date, time, or milestone identified below through the issuance of an addendum. It is the responsibility of Bidders to monitor the College's Bid Locker portal for updates to this solicitation.

Tentative Date	Event Item/Description
10/19/2026	Notice Published on eMaryland Marketplace advantage (eMMa)and Invitation to Bid published on the College's Bid Locker Portal.
10/26/2026 at 10:00 a.m. ET	Pre-Bid Meeting and Site Visit
10/30/2026 at 8:00 a.m. ET	Deadline for Submission of Questions through Bid Locker
11/19/2026 at 12:00 p.m. ET	Bid Opening Registration Deadline
11/20/2026 at 1:00 p.m. ET	Bid Due Date and Time
11/20/2026 at 1:05 p.m. ET	Bid Opening

2.0 PROJECT DESCRIPTION

The College of Southern Maryland ("College") is soliciting sealed bids from qualified and experienced contractors to provide all labor, materials, equipment, supervision, tools, transportation, permits, and incidentals necessary to perform the PE Building Slope Repair and Exterior Concrete Stairway Reconstruction Project at the College's La Plata Campus.

The Project generally consists of the stabilization and repair of the slope adjacent to the PE Building and the demolition and reconstruction of the existing exterior concrete stairway, together with all associated site restoration, grading, drainage improvements, erosion and sediment control measures, and other necessary work for a complete and functional installation.

The Contractor shall be responsible for coordinating and completing all Work necessary to deliver the Project in a safe, timely, and professional manner while minimizing disruption to College operations.

2.1 PROJECT LOCATION

College of Southern Maryland
La Plata Campus
8730 Mitchell Road
La Plata, Maryland 20646

2.2 PROJECT BACKGROUND

Previous settlement and slope movement have resulted in cracking, displacement, and deterioration of the existing exterior concrete stairway and adjacent pavement serving the PE Building at the College's La Plata Campus.

Based on the geotechnical exploration and recommendations provided by Hillis-Carnes Engineering Associates, Inc. (HCEA), Project No. 19177A, dated April 26, 2019, and supplemental correspondence dated August 15, 2019, the College has elected to remove and replace the affected improvements and stabilize the slope in accordance with the approved permit drawings prepared by AMT, Project No. 26-0056.001.

The Project generally includes demolition of the existing exterior stairway and associated improvements; reconstruction of the concrete stairway and sidewalk; replacement of the cheek wall; slope stabilization; grading and drainage improvements; installation of handrails; erosion and sediment control measures; and all related restoration work within the limits of disturbance shown in the Contract Documents.

The Work shall be completed in accordance with the permit drawings, geotechnical recommendations, project specifications, permit requirements, and all applicable federal, state, and local codes and regulations.

2.3 SCOPE OF WORK

The contractor shall provide all labor, materials, equipment, supervision, temporary controls, coordination, testing, permits/inspection coordination as applicable, and incidentals necessary to complete the following:

2.3.1 Demolition and Site Preparation

1. Remove the existing cast-in-place concrete stair structure, landings, sidewalk, cheek wall, handrails, and other existing site features designated for removal on Sheet CD-101.
2. Following demolition and excavation activities, existing roof drains, foundation drains, and related drainage infrastructure shall be exposed as necessary for observation and evaluation by the geotechnical representative (HCEA).
3. The existing underground storage tank identified on the drawings is excluded from the Contractor's Base Bid. The Contractor shall protect the tank and coordinate activities performed in its vicinity with the College. Any removal, testing, remediation, abandonment, or disposal of the tank shall be performed only if authorized through a written Change Order. Contractor to present existing utility protection plan/ submittal detailing methods of protecting existing infrastructure for A/E Owner approval.
4. Remove vegetation, unsuitable materials, debris, and other materials as necessary to complete the work shown within the Limits of Disturbance (LOD).
5. Locate, identify, inspect, and protect all existing utilities and services within and adjacent to the Limits of Disturbance. Existing water and sanitary, fiber optic, telecom, electric connections to the building shall remain and be protected.
6. The Contractor shall provide continuous monitoring of adjacent structures during excavation and construction activities. Monitoring points shall be established at intervals not exceeding twenty (20) feet on center or as otherwise approved by the Engineer. Monitoring procedures, frequency, reporting requirements, and threshold limits shall comply with the Contract Documents and applicable geotechnical recommendations.

2.3.2 Subgrade Evaluation and Undercut

1. After demolition and excavation, evaluate the exposed subgrade in accordance with the geotechnical recommendations and permit drawings under the observation of the project's qualified geotechnical representative, as required. There is a limit to undercut, as undercut occurs potentially adjacent to existing foundations and walls. Undercuts beyond the plans to be approved by the geotechnical engineer. Undercuts to be performed in a careful manner, protecting adjacent structures.
2. Hillis-Carnes Engineering Associates (HCEA), under separate contract with the College, will evaluate the exposed subgrade, wall, footing, and wall drain piping conditions and provide direction for remediation, if required.
3. Hillis-Carnes Engineering Associates (HCEA), under the Construction Contractor’s scope of work, will provide construction testing and monitoring for general soils, backfill, and concrete in accordance with the Contract Documents.
4. Remove and/or remediate weak or unsuitable soils as directed by the geotechnical representative and in accordance with the contract documents.
5. Backfill undercut areas with approved structural fill compacted in accordance with the geotechnical recommendations, permit drawings, and applicable Charles County requirements.
6. Compaction in the vicinity of retaining walls to be performed using hand tamper, or other hand operated equipment when within 10 feet of existing retaining walls.

2.3.3 Slope Repair, Grading, and Soil Stabilization

1. Place approved fill material in accordance with the permit drawings and geotechnical recommendations.
2. Place fill in appropriate lifts and compact to the density required by the drawings, geotechnical recommendations, and applicable Charles County requirements.
3. Reconstruct, grade, and stabilize the slope to the lines, grades, elevations, and limits shown on Sheet CS-101 and the applicable geotechnical plan/recommendations.
4. Provide all the soil stabilization, reinforcement, drainage materials, filter fabric, stone, and related improvements required by the permit drawings and applicable geotechnical recommendations.

2.3.4 Concrete Stairs, Sidewalk, Cheek Wall, and Associated Concrete Work

1. Prepare compacted subgrade and aggregate base in accordance with applicable details on Sheet CS-501 and geotechnical recommendations.
2. Form, reinforce, and place new cast-in-place concrete stairs, sidewalk, cheek wall, foundations, and other associated concrete improvements as shown on the drawings.
3. Provide concrete of the strength, reinforcement, dimensions, joints, finish, and configuration indicated on the permit drawings, details, and specifications.

2.3.5 Handrails and Guardrails

1. Provide and install all new handrails/guardrails associated with the reconstructed stairway and cheek wall in accordance with CS-101 and CS-501.
2. Existing handrail designated to be replaced in kind shall be removed and constructed with new as shown on the drawings.
3. Provide all posts, brackets, pickets, anchors, welds, coatings/finishes, and miscellaneous hardware necessary for a complete installation.

2.3.6 Drainage, Erosion, and Restoration

1. Construct proposed swales, curb cut, drainage features, grading, stone, filter fabric, and associated improvements shown on Sheets CS-101 and CS-501.
2. Implement erosion and sediment control during construction and maintain all disturbed areas in accordance with the contract documents, and Charles County requirements.
3. Final grade, topsoil as required, seed, mulch, stabilize, and restore all disturbed areas. Restore surfaces disturbed by Contractor operations to a condition equal to or better than preconstruction conditions, unless otherwise indicated.

2.3.7 Testing and Inspection

1. Coordinate and provide required field and laboratory testing associated with the work, including compaction and concrete testing, as required by the drawings, specifications, geotechnical recommendations, Charles County, and the Contract Documents.
2. Coordinate required observations and inspections with the College, the design engineer, geotechnical representative, testing agency, and Charles County inspection personnel as applicable.
3. Contractor shall provide advance notice and access necessary for required inspections and shall not cover work requiring inspection prior to acceptance.
4. Participate in the required preconstruction meeting and coordinate all required inspection notifications.

5. Observation of the exposed subgrade wall and drains to be by HCEA under separate contract. HCEA will be under the construction contractors' contract for general soils, backfill and concrete observation and inspection. cost associated with failed tests, retesting, or additional inspections resulting from non-conforming work shall be borne by the construction contractor.

2.3.8 Clean-Up

1. Remove all debris and construction waste.
2. Restore adjacent surfaces and maintain site cleanliness throughout the project.
3. Remove temporary controls and facilities when no longer required and upon authorization.

2.3.9 General Construction and Coordination Requirements

The Contractor Shall:

1. Perform all work in accordance with the approved permit drawings, applicable geotechnical recommendations, permits, codes, OSHA requirements, and CSM requirements.
2. Verify existing conditions, dimensions, elevations, and utility locations prior to beginning work.
3. Contact Miss Utility prior to excavation as required.
4. Coordinate construction activities, access, staging, deliveries, shutdowns, and work hours with CSM Facilities.
5. Maintain safe pedestrian and vehicular access around the construction area unless otherwise approved by CSM.
6. Protect the PE Building, adjacent pavement, utilities, landscaping, and campus improvements from damage.
7. Provide temporary barriers, fencing, signage, and other safety controls required to secure the construction area.
8. Immediately notify CSM of concealed or differing site conditions prior to proceeding with affected work.

2.3.10 Submittal Requirements

Prior to fabrication or installation, the Contractor shall submit shop drawings, product data, cut sheets, and supporting documentation for review and acceptance, including but not limited to:

1. Handrail and guardrail systems
2. Concrete reinforcement
3. Concrete mix designs
4. Stair construction details
5. Slope stabilization measures
6. Utility protection plan
7. Drainage materials
8. Erosion and sediment control measures
9. Any proposed substitutions

2.3.11 Bidder Responsibilities

1. The Contract Documents, drawings, specifications, geotechnical reports, and supporting information are provided for the convenience of Bidders. Bidders shall independently examine and verify all information relevant to preparation of their bids.

2. Submission of a bid constitutes acknowledgment that the Bidder has reviewed the Contract Documents and has become familiar with conditions affecting performance of the Work.
3. Any proposed substitution, alternate material, alternate product, or deviation from the Contract Documents shall require prior written approval from the College and Engineer.

3.0 BID PREPARATION AND SUBMISSION REQUIREMENTS

3.1 BIDDER INVESTIGATIONS

Prior to submitting a Bid, each Bidder shall conduct and complete all investigations, inspections, examinations, site visits, and other due diligence necessary to determine the conditions, requirements, and circumstances that may affect the Bidder's performance of the Contract. Such investigations shall include, as applicable, an examination of the project site, existing conditions, access constraints, utilities, and all other factors that may impact the cost, schedule, or performance of the Work.

The Bidder is responsible for obtaining all information necessary to prepare its Bid and for satisfying itself regarding all conditions that may affect the performance of the Contract. By submitting a Bid, the Bidder represents that it has taken such steps as are reasonably necessary to ascertain the nature and location of the Work and the general and local conditions that may affect performance.

Failure to conduct the required investigations, inspections, examinations, or site visits shall not relieve the successful Bidder from performing the Contract in strict accordance with all terms, conditions, specifications, drawings, and requirements of the solicitation and any resulting Contract. No claim for additional compensation, extension of time, or other relief shall be considered on the basis of the Bidder's failure to become familiar with conditions affecting the Work that could reasonably have been discovered through proper due diligence.

Submission of a Bid shall constitute the Bidder's acknowledgment that it has carefully reviewed the solicitation documents and has included in its Bid all costs necessary to perform the Work in accordance with the Contract Documents.

The College shall not be liable for any costs, expenses, losses, or commitments incurred by any Bidder in connection with the preparation or submission of a Bid, attendance at meetings or site visits, or any other activities associated with responding to this solicitation.

3.2 CONFIDENTIAL INFORMATION AND REDACTED BID SUBMISSION

If a Bidder's submission contains information that the Bidder believes is confidential, proprietary, or otherwise exempt from disclosure under applicable law, the Bidder shall clearly identify each specific portion of the submission claimed to be confidential or proprietary and shall provide:

1. One (1) complete unredacted version of the Bid Submission; and
2. One (1) redacted version of the Bid Submission clearly labeled "Redacted."

The Bidder shall not designate its entire Bid Submission as confidential or proprietary. Each claim of confidentiality or proprietary status must be specifically identified in the Bid Submission and supported by a written justification explaining the legal basis for withholding the information from disclosure under the Maryland Public Information Act ("MPIA").

The redacted version shall exclude only those portions of the Bid Submission claimed to be confidential or proprietary.

The College reserves the right to independently determine whether any information is exempt from disclosure under the MPIA or other applicable law and shall not be bound by a Bidder's designation of information as confidential or proprietary.

Failure to comply with these requirements, including failure to:

1. Clearly identify information claimed to be confidential or proprietary;
2. Provide supporting justification for each claim;
3. Submit one (1) complete unredacted version of the Bid Submission; and/or
4. Submit a properly redacted version of the Bid Submission,

may result in the disclosure of such information by the College in response to a request under the Maryland Public Information Act or other applicable law. The College shall not be responsible for the disclosure of information that is not properly identified, justified, and redacted by the Bidder.

Bidders are advised that pricing information and other information necessary for bid evaluation or contract award may be subject to public disclosure and may not qualify for confidential treatment under applicable law.

3.3 BID SUBMISSION FORMAT

The Bid Submission shall include all items identified in this Section, unless otherwise specified, and shall be organized in the order stated. All pages shall be sequentially numbered.

All forms shall be completed using the font size embedded within the form or a font size no smaller than eleven (11) points and shall be formatted for printing on 8.5-inch by 11-inch paper unless otherwise specified. Bidders shall provide all information requested in this Solicitation. Required information shall be provided in the specified location and shall not be satisfied solely by references to other sections of the Bid Submission, external documents, or websites unless expressly permitted by the Solicitation.

All required forms and supporting documentation shall be fully completed and submitted with the Bid. Any form containing a signature block shall be signed by an individual authorized to bind the Bidder. Bidders shall comply with all instructions provided in this Solicitation and on the required forms. Forms identified as optional are not required and will not affect the responsiveness of the Bid.

The College reserves the right to determine whether a Bid complies with the requirements of this Solicitation and may reject any Bid determined to be incomplete, non-responsive, non-conforming, or otherwise not in compliance with the Solicitation requirements. Failure to submit all required forms, certifications, affidavits, bonds, signatures, and supporting documentation may cause the Bid to be deemed non-responsive and rejected.

3.3.1 Sequential Order of Bid Submission Content

Unless specifically identified as optional, all items described in this Section are required components of the Bid Submission and shall be organized in the order listed. Bidders shall provide complete and accurate information for each required item and shall utilize the forms provided by the College where

applicable. Failure to submit any required form, certification, affidavit, bid security, signature, or supporting documentation may result in the Bid being determined non-responsive and rejected.

The Bid Submission shall contain the following components in the order listed below:

1. Bid Form
2. Cost Breakdown
3. Bid Security
4. Vendor Disclosure Form
5. Addendum Certification Form
6. References and Past Performance
7. Qualifications
8. Preliminary Schedule
9. Proposed Contract Documents
10. Intended Subcontractors Form
11. Conflict of Interest and Ethics Form
12. Bid/Proposal Affidavit
13. Vendor Questionnaire Form (Optional; not evaluated and not required for responsiveness)

3.3.2 Bid Submission Content

Failure to submit the bid submission content may result in the Bid being determined non-responsive.

1. Tab 1 – Bid Form

Bidders shall complete, sign, and submit the College-provided ***Bid Form***. All spaces shall be completed, and all pricing shall be stated in U.S. dollars and cents. Pricing shall include all labor, materials, equipment, supervision, mobilization, testing, coordination, disposal, overhead, profit, permits, taxes, and all other costs necessary to complete the Work in accordance with the Contract Documents.

The Bid Prices shall include **all** costs necessary to complete the Work in accordance with the Contract Documents.

Unit pricing provided in Section B is for potential additional work and may only be used upon written authorization from the College. Such work is separate from and not included in the Base Bid Items listed in Section A. Quantities and values are provided for evaluation purposes only and do not constitute a guarantee of future work, quantities, or compensation.

Bidders shall provide a single price for each item on the Bid Form and may submit only one (1) Bid Form in response to this Solicitation.

2. Tab 2 – Cost Breakdown

Bidders shall submit on company letterhead or in another professionally prepared format a ***Cost Breakdown*** by major work categories including at minimum demolition, fill/earthwork, concrete, drainage, restoration, handrails, and other significant trades.

The Cost Breakdown is provided for informational purposes only and shall not alter the Bid Price.

3. Tab 3 – Bid Security

Each Bid shall be accompanied by a Bid Bond in an amount equal to five percent (5%) of the Total Base Bid Price (Item A1) listed on the College provided ***Bid Form***. The Bid Bond shall be issued by a surety licensed to do business in the State of Maryland and acceptable to the College.

The Bid Bond shall be submitted on the current edition of the AIA Bid Bond form or an equivalent form acceptable to the College and shall include a valid Power of Attorney.

Failure to provide the required Bid Bond and accompanying Power of Attorney shall render the Bid non-responsive and ineligible for award.

Bid security will be released in accordance with applicable law and College procedures following contract execution. If the awarded Bidder fails or refuses to execute the Contract, provide required bonds or insurance, or otherwise comply with the requirements of this Solicitation, the Bid Security may be forfeited to the College as liquidated damages.

4. Tab 4 – Vendor Disclosure Form

Bidders shall complete, sign, and submit the College-provided ***Vendor Disclosure Form***. All applicable fields shall be completed. Any field not applicable to the Bidder shall be marked "N/A."

5. Tab 5 – Addendum Certification Form

Bidders shall complete, sign, and submit the College-provided ***Addendum Certification Form***. If no addenda have been issued, the Bidder shall indicate "N/A" or "Not Applicable" on the form and submit it with the Bid.

If revisions, clarifications, interpretations, corrections, or other changes to this Solicitation become necessary, the College will issue a written Addendum through the College's Bid Locker platform. Bidders shall acknowledge receipt of all Addenda in their Bid Submission.

Only information provided by written Addendum shall modify or interpret the requirements of this Solicitation. Oral statements, explanations, or instructions provided by College personnel shall not amend the Solicitation and shall not be relied upon by any Bidder.

All Addenda issued prior to the Bid Due Date shall become part of the Contract Documents and shall be included in the Bidder's pricing unless otherwise stated in the Addendum. It is the Bidder's responsibility to monitor the College's Bid Locker platform and obtain all issued Addenda.

6. Tab 6 – References and Past Performance

Bidders shall provide a three (3) to five (5) owner references for projects of similar size, scope, and complexity completed within the last five (5) years.

For each referenced project, the Bidder shall provide:

- Owner organization
- Project name
- Brief project description and scope of work performed
- Explanation how the referenced project aligns with this project
- Contract value at award
- Final contract value
- Substantial completion date
- Owner contact person
- Contact person's title
- Telephone number
- Email address

The College reserves the right to contact any reference provided by the Bidder and to obtain information from other available sources regarding the Bidder's experience, past performance, business practices, responsibility, and ability to successfully perform the Work.

Failure to provide the required references and project information may result in the Bidder being determined non-responsive or non-responsible.

7. Tab 7 –Qualifications

Bidders shall submit documentation demonstrating their qualifications to perform the Work. At a minimum, the submission shall include:

A. A statement confirming that the Bidder is authorized to conduct business in the State of Maryland, or certification that such authorization will be obtained prior to Contract execution.
B. Applicable contractor licenses and registration information.
C. Evidence of experience performing projects of similar scope, size, and complexity.
D. Qualifications of proposed subcontractors.
E. Any additional information necessary to demonstrate the Bidder's ability and capacity to successfully perform the Work.
F. Such additional information as the College may reasonably require to evaluate the Bidder's responsibility and capacity to perform the work.

8. Tab 8 –Preliminary Schedule

Bidders shall submit a preliminary Project Schedule with their Bid demonstrating the Bidder's understanding of the Work and ability to achieve the required Project milestones and completion dates.

For purposes of the preliminary Project Schedule only, all Bidders shall assume a Notice to Proceed date of February 1, 2027. The preliminary Project Schedule shall identify the anticipated construction duration, sequencing of the Work, based upon this assumed date.

The February 1, 2027 date is provided solely to establish a common basis for schedule development and evaluation. It is not the actual Project start date, Notice to Proceed date,

Contract award date, or a commitment by the College regarding Project timing. The actual Notice to Proceed date shall be established by the College following Contract award and execution.

9. **Tab 9 –Proposed Contract Documents**
   The College's draft Contract Documents are included in Appendix A.

   If a Bidder proposes the use of its own AIA Agreement, General Conditions, Supplementary Conditions, or other standard contract forms, the Bidder shall submit those documents as part of its Bid Submission and clearly identify any material differences, exceptions, or requested modifications to the College's draft Contract Documents.

   Submission of a Bidder's proposed contract documents does not obligate the College to utilize those documents, in whole or in part.

   The College reserves the right, at its sole discretion, to utilize the College's draft Contract Documents, the Bidder's proposed contract documents, or a combination thereof. The College further reserves the right to review, modify, reject, or negotiate any proposed contract provisions prior to Contract execution.

   Failure to identify exceptions, modifications, or requested deviations from the College's draft Contract Documents within the Bid Submission may be interpreted as acceptance of the College's proposed contract terms and conditions.

10. **Tab 10 –Intended Subcontractors Form**
    Bidders shall complete, sign, and submit the College-provided ***Intended Subcontractors Form*** identifying all proposed subcontractors anticipated to perform portions of the Work.

    If no subcontractors are anticipated, the Bidder shall indicate such on the form and submit the completed form with its Bid.

    Failure to identify a proposed subcontractor does not relieve the Contractor of responsibility for subcontractor performance and does not guarantee subsequent substitution approval.

    Additional pages may be attached as necessary.

11. **Tab 11 – Conflict of Interest and Ethics Form**
    Bidders shall complete, execute, and submit the College-provided ***Conflict of Interest and Ethics Form*** in accordance with the instructions provided.

12. **Tab 12 – Bid/Proposal Affidavit**
    Bidders shall complete, execute, and submit the College-provided ***Bid/Proposal Affidavit***.

13. **Tab 13 – Vendor Questionnaire Form (optional; not evaluated and not required for responsiveness)**

The Vendor Questionnaire Form is provided solely for the purpose of obtaining feedback regarding the College's procurement processes and vendor experience.

Submission of this form is voluntary. Responses will not be evaluated, scored, or otherwise considered in determining responsiveness, responsibility, or award.

3.4 ERRORS

The Bidder is solely responsible for the accuracy and completeness of its Bid Submission, including all pricing, calculations, extensions, and information provided on the ***Bid Form*** and all other required forms.

The College reserves the right, but is not obligated, to correct obvious clerical, arithmetic, or mathematical errors and to make appropriate adjustments resulting from such corrections. The College shall not be responsible for identifying or correcting errors contained in a Bid Submission.

If applicable, in the event of a discrepancy between a unit price and an extended price, the unit price shall govern and the extended price shall be corrected accordingly. If a unit price is not provided, the unit price may be determined by dividing the extended price by the stated quantity.

In the event of an error in the summation of line-item prices, the corrected total shall be based on the sum of the corrected line-item extensions. The Bidder shall promptly review any correction identified by the College and, upon request, provide written confirmation of the corrected amount.

Errors, omissions, inconsistencies, or inaccuracies contained in any portion of the Bid Submission shall remain the sole responsibility of the Bidder and may result in the Bid being deemed non-responsive, rejected, or evaluated based on the corrected amount, as determined by the College.

4.0 AWARD

4.1 BASIS FOR AWARD

The College intends to award a Contract to the lowest responsive, responsible Bidder based on the **Total Base Bid Item (Bid Item A1)** as identified on the College provided ***Bid Form***. The **Bid Form** contains Unit pricing provided in Section B is for potential additional work and may only be used upon written authorization from the College. Such work is separate from and not included in the Base Bid Items listed in Section A. Quantities and values are provided for evaluation purposes only and do not constitute a guarantee of future work, quantities, or compensation.

Award shall be made only if the College determines that such award is in its best interest. In determining responsibility, the College may consider the Bidder's experience, financial capacity, past performance, references, qualifications, integrity, ability to perform the Work, and any other factors deemed relevant by the College.

The College reserves the right to reject any or all Bids, waive minor informalities or irregularities, and make an award in accordance with applicable law, College policy, and the terms of this Solicitation.

Any award made by the College is contingent upon:

1. Receipt of all required College approvals and authorizations;
2. Completion of the applicable protest period;
3. Verification of the Bidder's responsibility and eligibility for award;
4. Submission of all required bonds, insurance certificates, and other required documentation; and
5. Execution of a Contract acceptable to the College and the awarded Bidder.

4.2 GOOD STANDING REQUIREMENT

To be eligible for award, a Bidder shall satisfy the following requirements at the time of award:

1. The Bidder shall not be debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in public procurement by the federal government, the State of Maryland, or any political subdivision thereof.
2. The Bidder shall be in good standing with the Maryland State Department of Assessments and Taxation and authorized to conduct business in the State of Maryland, if required by law.
3. The Bidder shall possess all licenses, registrations, certifications, and other authorizations required to perform the Work or shall demonstrate the ability to obtain such requirements prior to Contract execution.

4.3 ANTICIPATED QUANTITY OF AWARDS

The Contract entered into with the awarded Bidder shall consist of the Contract, this Solicitation, the awarded Bidder's Bid, all addenda, and such other Contract Documents as identified by the College. The College intends to contract with a single legal entity and does not intend to award separate contracts for portions of the Work.

Where two or more firms desire to participate in a Bid Submission, the College prefers participation through a prime contractor-subcontractor relationship rather than a joint venture arrangement. However, joint venture submissions will be accepted provided the Bidder clearly identifies all joint venture partners and submits documentation demonstrating the authority of the joint venture to submit the Bid and enter into a Contract.

If a joint venture is awarded a Contract, each joint venture partner shall be jointly and severally liable for the performance of the Contract unless otherwise approved by the College.

4.4 RIGHT TO REJECT BIDS

The College reserves the right to reject any or all Bids, to waive minor informalities or irregularities in any Bid received, and to cancel this Solicitation when such action is determined to be in the best interest of the College.

5.0 GENERAL INFORMATION

5.1 BID LOCKER ACCOUNT REGISTRATION AND ASSISTANCE

To register for a Bid Locker account, visit: **https://bidlocker.us/Account/Signup/CSM**
Registration is free.

Bidders are responsible for maintaining an active Bid Locker account and ensuring they have the ability to access solicitation documents, receive notifications, and timely submit Bids through the Bid Locker platform.

For assistance with account registration, document access, technical issues, or Bid submission through the Bid Locker platform, contact Bid Locker directly:

Email: help@bidlocker.us
Phone: 267-225-1407

The College is not responsible for technical difficulties, internet connectivity issues, software issues, or other circumstances that prevent or delay a Bidder's submission of a Bid. Bidders are strongly encouraged to allow sufficient time before the Bid Due Date and Time to upload and submit all required documents.

5.2 SOLE POINT OF CONTACT AND PROCUREMENT REPRESENTATIVE

The sole point of contact for this Invitation to Bid (ITB) is:

Yaffa Seiden
Executive Director of Procurement
College of Southern Maryland

Until a Contract is fully executed by all authorized parties, all communications regarding this Solicitation shall be directed exclusively to the Procurement Representative.

Bidders, their employees, agents, representatives, subcontractors, consultants, and other persons acting on their behalf shall not communicate regarding this Solicitation with any College employee, official, consultant, or representative other than the Procurement Representative unless expressly authorized in writing by the College. Unauthorized communications may result in the rejection of the Bid, disqualification of the Bidder from further consideration, or such other action as the College determines appropriate.

The College reserves the right to designate one or more individuals to serve as liaisons for specific procurement-related matters. Any such designation shall be made in writing by the College. Upon notification of such designation, communications shall be conducted in accordance with the instructions provided by the College.

5.3 PRE-BID MEETING AND SITE VISIT (OPTIONAL EVENTS)

The Pre-Bid Meeting and Site Visit are optional events and will be conducted at the date and time stated in this Solicitation at the La Plata Campus (8730 Mitchell Road, La Plata, MD 20646), Building PE, Gymnasium. A map of the La Plata campus is available via the College's website at: https://www.csmd.edu/_images/about/locations/lapl-campusmapsign-2024-letter-size.pdf

Bidders are encouraged to attend these events to become familiar with the Project site, existing conditions, site access, and other factors that may affect the cost, schedule, or performance of the Work. Failure to do so will not relieve the successful firm of the obligation to carry out the provisions of the contract.

All attendees shall sign the attendance roster upon arrival. The attendance roster will be posted on the College's Bid Locker portal for informational purposes. Attendance or non-attendance at the Pre-Bid Meeting shall not affect a Bidder's eligibility to submit a Bid or be considered for award.

A Site Visit will occur immediately after the conclusion of Pre-Bid Meeting.

5.3.1 Pre-Bid Meeting

Information provided during the Pre-Bid Meeting is for informational purposes only. Any interpretation, clarification, correction, or modification of this Solicitation shall be made only through a written Addendum issued by the College. Oral statements made during the Pre-Bid Meeting shall not be binding upon the College and shall not be relied upon by any Bidder.

5.3.2 Site Visit

A Site Visit will occur immediately after the conclusion of Pre-Bid Meeting.

For safety purposes, all attendees are responsible for providing and wearing appropriate personal protective equipment, including steel-toed shoes or boots, while on the Project site. Attendees shall comply with all College safety requirements and instructions provided during the Site Visit.

Information provided during the Site Visit is for informational purposes only. Any interpretation, clarification, correction, or modification of this Solicitation shall be made only through a written Addendum issued by the College. Oral statements made during the Site Visit shall not be binding upon the College and shall not be relied upon by any Bidder.

5.4 QUESTIONS AND ADDENDA

Should a Bidder identify any discrepancy, omission, ambiguity, conflict, or other matter requiring clarification in this ITB, the Bidder shall submit its question or request for clarification through the College's Bid Locker portal no later than the Question Deadline identified in the ***Tentative Schedule of Events*** section in this ITB. The College reserves the right, but is not obligated, to respond to questions received after the stated deadline.

Responses to questions submitted by Bidders will be posted through the College's Bid Locker portal. Questions and responses posted through the Bid Locker portal are intended solely to provide clarification regarding the Solicitation.

If revisions, corrections, interpretations, or other changes to the Solicitation become necessary, the College will issue a written Addendum through the Bid Locker portal. Addenda shall become part of the Solicitation and, if awarded, the resulting Contract.

Bidders shall acknowledge receipt of all Addenda in their Bid Submission as required by this Solicitation. Failure to acknowledge all material Addenda may result in the Bid being deemed non-responsive and rejected.

Only a written Addendum issued by the College may modify, revise, amend, or otherwise change the requirements of this Solicitation. Questions and answers posted through the Bid Locker portal shall not modify the Solicitation unless expressly incorporated into a written Addendum.

It is the responsibility of each Bidder to regularly monitor the College's Bid Locker portal and obtain all questions, responses, notices, addenda, and other Solicitation updates issued by the College. Failure to review information posted through the Bid Locker portal shall not relieve a Bidder of its obligations under this Solicitation.

Oral statements, explanations, interpretations, or instructions provided by College employees, representatives, consultants, or agents shall not be binding upon the College and shall not be relied upon by any Bidder.

5.5 BID OPENING REGISTRATION AND BID OPENING

Attendance at the Bid Opening is optional; however, Bidders wishing to attend must register through the College's Bid Locker portal no later than the registration date and time identified in this Solicitation.

Registered attendees will receive instructions for accessing the virtual Bid Opening prior to the scheduled Bid Opening date and time. Bidders who fail to register by the stated deadline may not receive access information and may not be permitted to attend.

The Bid Opening will be conducted virtually and will not be held in person. Attendance or non-attendance at the Bid Opening shall not affect a Bidder's eligibility to submit a Bid or be considered for award.

At the Bid Opening, the College intends to publicly announce the name of each Bidder and the Total Base Bid Price (Bid Item A1) stated on the College provided ***Bid Form*** and any other information as the College determines appropriate. The College reserves the right to correct clerical, arithmetic, or mathematical errors identified during its review of Bids. Information announced at the Bid Opening is preliminary and does not constitute an award determination.

5.6 BID SUBMISSION

Bids must be received by the College no later than the Bid Due Date and Time identified in this Solicitation.

Bids shall be submitted electronically through the College's Bid Locker portal:

https://bidlocker.us/a/csmd/BidLocker

Bids submitted by any other method will not be accepted. Bid Submissions shall include all forms, certifications, bonds, affidavits, signatures, and supporting documentation required by this Solicitation. Failure to submit a complete Bid Submission in the manner prescribed may result in the Bid being deemed non-responsive and rejected.

Bidders are solely responsible for ensuring their Bid is timely submitted and successfully received through the College's Bid Locker portal. Late Bids, late modifications, late withdrawals, or other submissions received after the Bid Due Date and Time will not be considered except as otherwise permitted by applicable law. Bids shall remain firm, valid, and irrevocable for a period of one hundred eighty (180) consecutive calendar days following the Bid Due Date.

Each Bidder may submit only one (1) Bid in response to this ITB unless alternate bids are expressly requested by the College. Bids shall remain valid until contract execution unless extended by mutual agreement of the parties.

The College shall not be responsible for technical difficulties, internet connectivity issues, upload failures, system incompatibilities, or other Bidder-related issues that prevent the timely submission of a Bid. Bidders are encouraged to allow sufficient time prior to the Bid Due Date and Time to complete the submission process.

The Bidder is responsible for ensuring that all uploaded files are complete, readable, and free from corruption. The College shall not be responsible for reviewing incomplete, illegible, or inaccessible files.

If the College is closed or operating under a delayed opening on the date Bids are due, the Bid Due Date shall automatically be extended to the next business day on which the College is open under normal operations, at the same time specified in the Solicitation. Information regarding the College's operating status may be obtained at **https://www.csmd.edu**.

All costs incurred by a Bidder in connection with the preparation, submission, presentation, clarification, or other activities associated with its Bid, including but not limited to transportation, meals, lodging, bonding, insurance, labor, and other related expenses, shall be borne solely by the Bidder. Under no circumstances shall the College be responsible for reimbursing any such costs or expenses, regardless of the outcome of the Solicitation.

5.7 HOLIDAY SCHEDULE

The College's holiday schedules, campus closures, academic breaks, and other operational calendars are provided for informational purposes only and are subject to change.

Contractors shall consider College holidays, campus closures, academic breaks, special events, and other operational requirements when preparing their Bid and developing project schedules. The Contractor shall coordinate all Work activities with the College in accordance with the Contract Documents and any restrictions applicable to an occupied campus environment.

The College may limit or prohibit access to certain buildings, facilities, or campus areas during holiday closures, academic breaks, special events, examinations, commencement activities, or other operational periods. The Contractor shall not be entitled to additional compensation or extensions of time resulting from College schedules, campus closures, or other conditions identified in this Solicitation or otherwise reasonably foreseeable at the time of Bid.

The College may designate holiday periods, semester breaks, and academic recesses during which certain construction activities may be preferred, restricted, or required in order to minimize disruption to College operations.

The Contractor acknowledges that the Project site is located on an active college campus and shall plan and coordinate Work activities to minimize disruption to students, employees, visitors, instructional activities, and College operations.

5.8 COLLEGE RIGHTS AND DISCLAIMERS

The College reserves the right to take any action deemed to be in its best interest and permitted by applicable law, including, but not limited to, the following:

1. Respond to or decline to respond to questions submitted after the stated deadline;
2. Determine whether a Bid contains a material deviation from the requirements of this Solicitation;
3. Issue a new solicitation for the same or similar requirements;
4. Cancel, amend, postpone, suspend, modify, or withdraw this ITB at any time;
5. Issue Addenda, supplements, clarifications, interpretations, and modifications to this ITB;
6. Modify the procurement schedule or process with appropriate notice to Bidders;
7. Approve or disapprove proposed subcontractors, suppliers, substitutions, or changes permitted by the Contract Documents;
8. Award the Contract in a manner consistent with the terms of this Solicitation and the best interests of the College;
9. Reject any or all Bids and waive minor informalities, irregularities, or technical defects when doing so is in the best interest of the College;
10. Obtain information from any available source for the purpose of evaluating Bidders, verifying information, and determining responsibility;
11. Conduct investigations and due diligence to assess a Bidder's qualifications, experience, financial capacity, references, integrity, and ability to perform the Work;
12. Request additional information reasonably necessary to evaluate a Bidder's responsiveness, responsibility, and capacity to perform the Contract;
13. Use references and past-performance information from sources other than those identified by the Bidder;
14. Verify any information provided in a Bid Submission through any method deemed appropriate by the College;
15. Retain all Bid Submissions and supporting documentation submitted in response to this Solicitation; and
16. Determine whether a Bidder is responsive and responsible and whether a Bid Submission satisfies the requirements of this Solicitation.

5.9 REJECTION OF BIDS

The College reserves the right to reject any Bid determined to be non-responsive, submitted by a non-responsible Bidder, or otherwise not in the best interest of the College. The following list is not exhaustive; however, any one or more of the following may be sufficient cause for rejection of a Bid or disqualification of a Bidder:

1. Evidence of collusion, bid-rigging, price-fixing, or other anti-competitive conduct among Bidders;
2. Failure to submit a Bid by the Bid Due Date and Time;
3. Failure to furnish a complete Bid Submission, including all required forms, affidavits, certifications, signatures, bonds, and supporting documentation;
4. Failure to comply with the requirements, terms, conditions, or instructions contained in this Solicitation;
5. Submission of a Bid that contains material exceptions, exclusions, qualifications, or conditions to the requirements of the Solicitation;
6. Failure to acknowledge all material Addenda issued by the College;
7. Failure to meet the requirements of the Good Standing Requirement section of this Solicitation;
8. Lack of financial capacity, resources, personnel, equipment, experience, or other qualifications necessary to successfully perform the Work;
9. Unsatisfactory references, past performance, or responsibility determination;
10. Previous failure to satisfactorily perform or complete contracts of a similar nature, including contracts with the College or other public entities;
11. Submission of false, misleading, inaccurate, incomplete, or materially incorrect information;
12. Failure to submit the required Bid Bond and Power of Attorney;
13. Failure to provide information requested by the College within the time specified;
14. Determination by the College that the Bidder is not responsible or is otherwise unlikely to successfully perform the Contract requirements; or
15. Any other cause or circumstance that would make the Bidder ineligible for award under applicable law, College policy, or the terms of this Solicitation.

The College reserves the right to reject any or all Bids, waive minor informalities, irregularities, or technical defects, and make an award in a manner consistent with applicable law and in the best interest of the College.

5.10 PROCUREMENT REGULATIONS

This Invitation to Bid (ITB) and any resulting Contract shall be governed by Sections 16-311 through 16-314 of the Education Article of the Annotated Code of Maryland, as amended, and all other applicable federal, state, and local laws, regulations, executive orders, ordinances, and funding requirements. In the event of a conflict, the applicable law or regulation shall govern.

5.11 FINANCIAL DISCLOSURE BY PERSONS DOING BUSINESS WITH THE STATE

Bidders and Contractors providing materials, equipment, supplies, or services to the College shall comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended. That statute requires a business that enters into contracts, leases, or other agreements with the College and receives, in the aggregate, $100,000 or more during a calendar year

to file with the Maryland Secretary of State, within thirty (30) days after reaching the $100,000 threshold, a disclosure statement containing the names and addresses of its resident agent, officers, and any individuals having beneficial ownership in the business, as required by law.

5.12 MARYLAND PUBLIC ETHICS LAW, TITLE 15

The College enforces the Maryland Public Ethics Law, including applicable provisions of Title 15 of the State Government Article of the Annotated Code of Maryland. The Maryland Public Ethics Law prohibits, among other things, certain employees, officials, former employees, and businesses in which such individuals have an employment or financial interest from: (i) submitting a bid, (ii) participating in contract negotiations, or (iii) entering into a contract with a governmental entity, as provided by applicable law.

If a Bidder has any questions regarding the application of the Maryland Public Ethics Law to its participation in this procurement, the Bidder is responsible for seeking guidance from the Maryland State Ethics Commission. The College may refer questions or concerns regarding compliance with the Maryland Public Ethics Law to the Maryland State Ethics Commission and may require the Bidder to obtain guidance from the Commission. The College reserves the right to reject any Bid that would result in a violation of applicable ethics laws.

Any resulting Contract may be declared void or terminated if the College determines that the Contractor or any public official or employee has violated applicable provisions of the Maryland Public Ethics Law in connection with this procurement or the resulting Contract.

5.13 USE OF AFFILIATES TO AVOID TAXATION ON INCOME FROM STATE CONTRACTS

The Contractor agrees that it shall not reduce income subject to Maryland taxation through the use of affiliated entities in a manner that avoids or improperly shifts taxable income derived from contracts with the College.

The Contractor agrees that it shall not claim deductions for royalties or similar payments for trademarks, trade names, or other intangible property that improperly shift income from the Contractor to an affiliated entity that does not file Maryland income tax returns.

The Contractor further agrees that any affiliated entity receiving such payments and conducting business in Maryland shall comply with all applicable Maryland tax filing and payment requirements.

During the performance of the Contract:

1. The Contractor shall not make royalty or similar payments to an affiliated entity for the purpose of avoiding Maryland income taxes; or
2. If such payments are made, the Contractor and affiliated entity shall comply with all applicable Maryland income tax laws, filing requirements, and payment obligations, including any requirements necessary to support the Contractor's claimed tax deductions under Maryland law.

The Contractor represents that it is authorized to bind its affiliated entities to the obligations set forth

in this Section.

5.14 INSURANCE/INDEMNIFICATION/SAFETY REQUIREMENTS

The Contractor shall comply with all insurance, indemnification, and safety requirements set forth elsewhere in this Solicitation and the resulting Contract Documents.

5.15 SMOKE, TOBACCO, AND CANNABIS-FREE CAMPUS

The College is a tobacco-free institution. The use of tobacco, e-cigarettes, cannabis products, and similar smoking or vaping devices is prohibited on all College-owned or controlled property, both indoors and outdoors, including but not limited to buildings, building entrances, walkways, recreational and athletic areas, parking lots, bus stops and shelters, College-owned or leased vehicles, and facilities leased or controlled by the College. This prohibition also applies to College-sponsored meetings, events, and conferences, regardless of location.

The Contractor shall ensure compliance with this requirement by its employees, agents, subcontractors, suppliers, and any other persons performing Work under the Contract.

5.16 EMPLOYMENT OF SEX OFFENDERS

The College conducts programs and activities that may involve the presence of minor children on campus.

In accordance with applicable Maryland law, the Contractor shall not assign any employee who is required to register as a sex offender under the Criminal Law Article of the Annotated Code of Maryland to perform Work on College property or at College-sponsored events.

The Contractor shall be responsible for ensuring compliance with this requirement by its employees, agents, subcontractors, and any other persons performing Work under the Contract.

Violation of this requirement may constitute a material breach of the Contract and may result in removal of the individual from the Project, termination for cause, or other remedies available to the College under the Contract Documents and applicable law.

5.17 PERFORMANCE EVALUATIONS

The College reserves the right to evaluate the Contractor's performance under the Contract during contract performance and upon completion of the Work.

Performance evaluations may consider, but are not limited to, quality of work, schedule compliance, safety performance, responsiveness, contract administration, cooperation, regulatory compliance, and overall performance.

Upon request, the Contractor shall be provided an opportunity to review completed performance evaluations and submit written comments for inclusion in the contract file.

Performance evaluations shall be maintained by the College and may be considered in future responsibility determinations, contract performance assessments, and procurement activities, as permitted by applicable law.

5.18 NOTICE TO CURE

If the College determines that the Contractor has failed to perform in accordance with the requirements of the Contract, the College may provide written notice identifying the deficiency and requiring corrective action.

Upon receipt of a Notice to Cure, the Contractor shall promptly take all necessary actions to correct the identified deficiency within thirty (30) calendar days, or within such other period specified by the College based on the nature and severity of the deficiency. If the deficiency cannot reasonably be cured within the specified period, the Contractor shall promptly provide the College with a written corrective action plan and shall diligently pursue completion of the corrective actions in accordance with the approved corrective action plan.

Failure to correct the deficiency within the time specified by the College, or failure to make satisfactory progress toward curing the deficiency, may constitute a material breach of Contract and may result in termination for default, withholding of payment, suspension of Work, or other remedies available to the College under the Contract Documents and applicable law.

The issuance of a Notice to Cure shall not be construed as a waiver of any rights or remedies available to the College under the Contract Documents or applicable law.

Nothing in this Section shall limit the College's right to take immediate action when necessary to protect the health, safety, or welfare of persons or property, or as otherwise permitted by the Contract Documents or applicable law.

6.0 CONTRACT TERMS AND SPECIAL CONDITIONS

6.1 PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall furnish a Performance Bond and a Labor and Material Payment Bond, each in the amount of one hundred percent (100%) of the Contract Price, as a condition of Contract execution.

All bonds shall be issued by a surety company authorized and licensed to conduct business in the State of Maryland and acceptable to the College. The surety shall possess a current A.M. Best rating of A- or better and a financial size category acceptable to the College.

The required bonds shall be submitted within fourteen (14) calendar days following Notice of Intent to Award, or within such other timeframe specified by the College, and prior to execution of the Contract. The cost of furnishing all required bonds shall be borne solely by the Contractor and shall be included in the Contract Price.

The Performance Bond shall guarantee the faithful performance, completion, and warranty obligations of the Work in accordance with the Contract Documents. The Labor and Material Payment Bond shall guarantee payment of all labor, materials, equipment, supplies, and services furnished in connection with the Work.

The bonds shall be executed on forms acceptable to the College and shall remain in effect in accordance with their terms and the requirements of the Contract Documents.

If any surety upon a required bond becomes unacceptable to the College, becomes insolvent, loses authorization to transact business in the State of Maryland, or otherwise fails to satisfy the requirements of the Contract Documents, the Contractor shall promptly furnish replacement bond(s) issued by a surety acceptable to the College at no additional cost to the College.

The College reserves the right to verify the authenticity, sufficiency, and acceptability of all bonds and sureties submitted by the Contractor.

Failure to furnish or maintain the required bonds shall constitute a material breach of the Contract and may result in cancellation of the award, termination of the Contract, withholding of payment, or any other remedy available to the College under the Contract Documents or applicable law.

6.2 CONTRACT

As part of its Bid Submission, each Bidder shall review the College's draft Contract Documents included with this Solicitation. If the Bidder proposes the use of alternative AIA contract forms, agreements, general conditions, supplementary conditions, or other standard contract documents, copies of those documents shall be submitted with the Bid.

The College reserves the right, at its sole discretion, to utilize the College's draft Contract Documents, the Bidder's proposed contract documents, or a combination thereof.

6.3 DEFAULT AND SUSPENSION

a) Failure to Execute Contract
If the successful Bidder fails or refuses to execute the Contract, provide required bonds, certificates of insurance, affidavits, or other required documents within fourteen (14) calendar days after receipt of the Notice of Intent to Award, or within such other time established by the College, the Bidder may be deemed non-responsive, non-responsible, or in default of the award.

In such event, any Bid Bond or other bid security may be forfeited to the College to the fullest extent permitted by law. The College may cancel the award and may, at its discretion, award the Contract to the next lowest responsive and responsible Bidder, reject all Bids, re-solicit the Project, or pursue any other remedy available under applicable law.

b) Contractor Default
A Contractor may be considered in default of the Contract if the Contractor:

1. Fails to perform the Work in accordance with the Contract Documents;
2. Fails to prosecute the Work with sufficient diligence to achieve completion within the Contract Time;
3. Fails to provide sufficient labor, supervision, materials, equipment, or resources;
4. Performs defective, deficient, or non-conforming Work;
5. Fails to maintain required insurance or bonds;
6. Fails to comply with applicable laws, regulations, permit requirements, funding requirements, or safety requirements;
7. Fails to pay Subcontractors, suppliers, or laborers;
8. Abandons the Work; or
9. Otherwise materially breaches the Contract.

Upon determination of a Contractor default, the College may exercise any rights and remedies available under the Contract Documents or applicable law, including termination for cause, withholding of payment, assessment of damages, recovery against performance or payment bonds, completion of the Work by others, or any combination thereof.

c) Future Procurement Considerations
The College may consider a Bidder's or Contractor's past performance, default history, contract compliance, responsibility, and performance evaluations when determining responsibility for future procurements, as permitted by applicable law, College policy, and the requirements of the applicable solicitation.

7.0 TERMS AND CONDITIONS

7.1 DEFINITIONS

The following definitions shall apply to this Solicitation and any resulting Contract:

a) Addendum
A written modification, clarification, amendment, interpretation, correction, or change to this Invitation for Bids (ITB) issued by the College.

b) College
The College of Southern Maryland.

c) Contract
The written agreement between the College and the Contractor, including the executed Agreement, applicable AIA contract documents approved by the College, the Invitation for Bids (ITB), Addenda, Bid Submission, Bonds, Insurance Documents, Drawings, Specifications, Purchase Orders, Change Orders, Construction Change Directives, and all other Contract Documents incorporated by reference.

d) Contractor
The Bidder awarded a Contract by the College and with whom the Contract has been fully executed.

e) Contract Documents
The documents that collectively establish the rights, responsibilities, and obligations of the parties, including the executed Agreement, applicable AIA contract documents approved by the College, the ITB, Addenda, Drawings, Specifications, Bid Submission, Bonds, Insurance Documents, Purchase Orders, Change Orders, Construction Change Directives, and any amendments or modifications thereto.

f) Bid
The Bidder's complete response to this ITB, including all required forms, certifications, affidavits, pricing, and supporting documentation.

g) Bidder
Any individual, partnership, corporation, joint venture, limited liability company, or other legal entity submitting a Bid in response to this ITB.

h) Invitation for Bids (ITB)
The formal written solicitation document issued by the College requesting competitive sealed bids for the Work described herein.

i) Work
All labor, materials, equipment, supervision, services, transportation, permits, incidentals, and other items necessary to fully perform the requirements of the Contract Documents.

j) Subcontractor
Any individual, partnership, corporation, limited liability company, or other entity having a direct contract with the Contractor to perform a portion of the Work.

k) Responsive Bid
A Bid that conforms in all material respects to the requirements of this Solicitation.

l) Responsible Bidder
A Bidder determined by the College to possess the financial capacity, integrity, experience,

qualifications, resources, satisfactory past performance, and ability necessary to successfully perform the Contract requirements.

m) Notice of Intent to Award
The written notice issued by the College identifying the Bidder selected for award, subject to satisfaction of all pre-award requirements.

n) Notice to Proceed
The written authorization issued by the College directing the Contractor to commence the Work.

o) Change Order
A written modification of the Contract signed by authorized representatives of the College and the Contractor.

p) Construction Change Directive
A written order issued by the College directing a change in the Work prior to agreement upon an adjustment in Contract Price or Contract Time.

a) Field Order
A written directive issued during construction for clarification, interpretation, coordination, or minor adjustments to the Work that does not authorize a change in Contract Price or Contract Time unless otherwise provided in the Contract Documents.

7.2 SUPPLY OF SERVICES

The Contractor shall furnish and provide all labor, supervision, materials, equipment, tools, transportation, supplies, permits, services, and incidentals necessary to perform and complete the Work in accordance with the Contract Documents, except as otherwise expressly provided by the College.

The Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, coordination, and safety precautions associated with the performance of the Work.
The Contractor shall provide sufficient qualified personnel, supervision, equipment, materials, and other resources necessary to perform the Work in accordance with the Contract Documents and the Project Schedule.

The Contractor shall be responsible for the acts and omissions of its employees, subcontractors, suppliers, and other persons or entities performing Work on its behalf.

7.3 STATUS AND CONTRACTOR'S RESPONSIBILITIES

a) Independent Contractor Status
The Contractor, its employees, agents, and Subcontractors shall at all times act as independent contractors and shall not be considered employees, agents, partners, or representatives of the College. Neither the Contractor nor its employees, agents, or Subcontractors shall have authority to bind the College, enter into agreements on behalf of the College, or represent that they possess such authority.

b) Supervision and Control
All employees, agents, and Subcontractors engaged by the Contractor shall remain under the exclusive supervision, direction, and control of the Contractor. The Contractor shall be solely

responsible for the means, methods, techniques, sequences, procedures, scheduling, coordination, and safety of the Work, except as otherwise expressly provided in the Contract Documents.

c) Personnel and Employment Obligations
The Contractor shall be solely responsible for all compensation, wages, salaries, fringe benefits, payroll taxes, workers' compensation insurance, unemployment insurance, employer's liability insurance, and all other obligations relating to its employees, agents, and Subcontractors. The College shall have no responsibility for personnel administration matters relating to the Contractor's workforce, including employment practices, compensation, discipline, benefits, or personnel disputes.

d) Background Investigations
The Contractor shall ensure that employees assigned to perform Work on College property satisfy any background investigation requirements established by the College for the Project. At a minimum, such investigations shall include a criminal history records check conducted in compliance with applicable federal and state laws.

Upon request by the College, the Contractor shall certify that the required background investigations have been completed. The College reserves the right to prohibit any individual from performing Work on College property if the College determines that the individual's presence may present a risk to the safety, security, operations, or welfare of the College community.

e) Drug-Free and Alcohol-Free Workplace
The Contractor shall maintain a drug-free and alcohol-free workplace. Contractor employees and Subcontractor employees performing Work on College property shall report to work fit for duty and shall not be under the influence of alcohol, illegal drugs, or controlled substances that impair their ability to safely perform assigned duties.

The possession, use, sale, distribution, or manufacture of illegal drugs, drug paraphernalia, or alcohol on College property is prohibited.

The Contractor shall promptly remove from the Project any individual determined to be in violation of this requirement.

f) Compliance Certification
Upon written request by the College, the Contractor shall certify compliance with the requirements of this Section, including background investigation and drug-free workplace requirements.

g) Removal of Personnel
The College reserves the right to require the Contractor to remove from the Project any employee, agent, or Subcontractor whose conduct, performance, safety practices, or presence is determined by the College to be detrimental to the Project, the College, or the safety and

welfare of students, faculty, staff, visitors, or property.

The Contractor shall promptly remove such individual from the Project and provide a qualified replacement, if necessary, at no additional cost to the College.

7.4 KEY PERSONNEL

a) Designation of Key Personnel
The Contractor's personnel identified in the Bid Submission, Contract Documents, or otherwise designated by the College as key personnel are considered essential to the successful performance of the Contract. Such personnel may include, but are not limited to, the Project Executive, Project Manager, Superintendent, Safety Representative, and any other individuals identified in the Bid Submission or Contract Documents as key personnel.

The Contractor shall assign the identified key personnel to the Project and shall not remove, replace, reassign, or transfer such personnel without prior written notice to the College, except in the event of resignation, retirement, termination of employment, extended illness, death, or other circumstances beyond the Contractor's reasonable control.

b) Replacement of Key Personnel
Any proposed replacement of key personnel shall be subject to the review and approval of the College, which approval shall not be unreasonably withheld. Replacement personnel shall possess qualifications, experience, and capabilities equal to or greater than those of the individual being replaced.

The Contractor shall provide the College with the qualifications and relevant experience of the proposed replacement sufficiently in advance of any planned personnel change to allow for review and evaluation.

Whenever practical, the Contractor shall provide an adequate transition period to facilitate the transfer of project knowledge and responsibilities. The College shall not be responsible for any costs associated with the transition, training, orientation, or knowledge transfer of replacement personnel.

The Contractor shall continue to provide adequate management and supervision of the Work during any transition of key personnel and shall ensure that Project performance is not adversely affected by such transition.

c) Removal of Key Personnel
The College reserves the right to request the removal and replacement of any key personnel whose performance, conduct, attendance, qualifications, safety practices, or effectiveness is determined by the College to be unsatisfactory or detrimental to the Project. Upon receipt of such request, the Contractor shall promptly remove the individual and provide a qualified replacement acceptable to the College at no additional cost to the College.

7.5 DRAWINGS AND OTHER INFORMATION PROVIDED BY THE COLLEGE

a) Design Documents
The College shall provide the Contractor with the Drawings, Specifications, and other information identified in the Contract Documents and reasonably necessary to perform the Work.

All Drawings, Specifications, reports, studies, and other design-related documents (collectively, the "Design Documents") remain the property of the College and/or its design professionals and are provided solely for the purpose of performing the Work under the Contract. The Contractor and its Subcontractors shall not obtain any ownership interest in, copyright to, or other intellectual property rights in the Design Documents and shall not use, reproduce, distribute, or disclose the Design Documents for any purpose other than performance of the Work, except as permitted by the Contract Documents or applicable law.

b) Contractor Review of Design Documents
The Contractor shall carefully study and compare the Contract Documents and shall promptly notify the College of any errors, omissions, ambiguities, conflicts, inconsistencies, or other conditions discovered in the Design Documents or other information provided by the College.

The Contractor shall not be responsible for the adequacy of the design, completeness of the Design Documents, or design errors and omissions prepared by the College or its design professionals. However, the Contractor shall be responsible for bringing to the College's attention any discrepancies, conflicts, omissions, or conditions that are reasonably discoverable through the Contractor's review of the Contract Documents and observations made during performance of the Work.

The Contractor shall not proceed with Work affected by a known discrepancy, conflict, or ambiguity until receiving direction from the College.

c) College Review
Any review, observation, comment, approval, acceptance, inspection, or testing performed by the College, its representatives, or its design professionals shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents.

The College's review of the Contractor's Work shall not constitute acceptance of defective, non-conforming, or incomplete Work, nor shall it relieve the Contractor of responsibility for correcting such Work. Upon discovery of any defect, deficiency, error, omission, or non-conforming Work, the College shall provide notice to the Contractor, and the Contractor shall promptly take corrective action as required by the Contract Documents.

The Contractor shall maintain one complete set of current Contract Documents at the Project site and shall make such documents available to the College upon request.

7.6 ALTERATIONS, CHANGES, AND ADDITIONAL WORK

The College reserves the right to make changes to the Work within the general scope of the Contract.

No alteration, change, addition, deletion, or modification to the Work shall be performed without prior written authorization from the College.

The Contractor shall not proceed with any change in the Work or perform any additional Work unless authorized by a written Change Order, Construction Change Directive, Field Order, or other written authorization issued by the College in accordance with the Contract Documents.

If the Contractor believes that a change in the Work is necessary or that circumstances exist that may affect the Contract Price or Contract Time, the Contractor shall promptly notify the College in writing and shall not proceed with the affected Work until receiving written direction from the College.

If a change in the Work results in an increase or decrease in the Contractor's cost of performance or the time required for performance, the Contract Price, Contract Time, or both may be adjusted by written modification to the Contract. Any such adjustment shall be fair and equitable, supported by appropriate documentation, and documented in a written Change Order executed by authorized representatives of the parties.

Verbal instructions, field discussions, inspections, observations, approvals, or comments by the College, its representatives, consultants, or design professionals shall not constitute authorization to perform changed or additional Work.

The Contractor acknowledges that failure to obtain written authorization prior to performing changed or additional Work may result in the College's refusal to compensate the Contractor for such Work or grant an adjustment to the Contract Price or Contract Time.

7.7 WARRANTY

The warranties and obligations contained in this Section shall survive Final Acceptance, final payment, termination, expiration, and completion of the Contract.

a) Warranty of Work
   The Contractor warrants that all Work performed under the Contract shall be new, unless otherwise specified, of good quality, free from defects, and performed in a skillful, workmanlike, and professional manner by qualified personnel. The Contractor further warrants that all Work shall conform to the requirements of the Contract Documents, including the Drawings, Specifications, approved submittals, and applicable laws, codes, regulations, and industry standards.

   The Contractor warrants that all materials, equipment, and systems furnished under the Contract shall:

   1. Be new, unless otherwise specified;
   2. Be of good quality and free from defects, whether patent or latent;
   3. Conform to the requirements of the Contract Documents;
   4. Be fit for their intended purpose;
   5. Be free and clear of all liens, claims, security interests, and encumbrances; and

6. Comply with all applicable laws, regulations, codes, and industry standards.

Unless a longer period is required by the Contract Documents, manufacturer warranty, or applicable law, the Contractor shall warrant the Work for a period of one (1) year from the date of Final Acceptance by the College.

b) Contractor Qualifications and Staffing
The Contractor warrants that it possesses, and shall maintain throughout the Contract Term, the personnel, equipment, experience, resources, licenses, and qualifications necessary to perform the Work.

The Contractor further warrants that all personnel assigned to the Project shall possess the qualifications and experience represented in the Bid Submission and shall be competent to perform their assigned duties.

The College reserves the right to require the removal and replacement of any employee, agent, or Subcontractor whose qualifications, performance, conduct, or safety practices are determined by the College to be unsatisfactory. Any replacement shall be provided at no additional cost to the College.

c) Correction of Defective Work
If any portion of the Work is determined by the College to be defective, deficient, non-conforming, incomplete, or otherwise not in compliance with the Contract Documents during the warranty period, the Contractor shall promptly correct such Work at its sole cost and expense upon written notice from the College.

If the Contractor fails to promptly correct the defective Work, the College may, after providing notice to the Contractor, perform or cause such corrective Work to be performed and recover all resulting costs from the Contractor, including by deduction from monies otherwise due or through any other remedy available under the Contract.

The remedies provided herein are cumulative and shall not limit any other rights or remedies available to the College under the Contract Documents or applicable law.

d) Compliance with Laws and Intellectual Property Rights
The Contractor warrants that the performance of the Work shall not violate:
1. Any applicable federal, state, or local law, regulation, code, or ordinance;
2. Any contractual, fiduciary, or legal obligation owed to a third party;
3. Any patent, trademark, copyright, trade secret, or other intellectual property right; or
4. Any court order, judgment, or governmental directive applicable to the Contractor or the Work.

The Contractor represents that it is not aware of any pending or threatened claim, action, proceeding, or regulatory matter that would materially impair its ability to perform its obligations under the Contract.

e) No Limitation of Remedies
None of the warranties contained in this Contract shall limit or restrict any rights or remedies available to the College under the Contract Documents, at law, or in equity. Any waiver or limitation of warranty remedies must be expressly approved by the College in a separate written document executed by an authorized College representative.

f) Engineering and Professional Services
To the extent the Contract Documents require engineering, delegated design, shop drawing certifications, calculations, or other professional services, such services shall be performed and sealed, where required by law, by design professionals duly licensed and authorized to practice in the State of Maryland.

7.8 TITLE AND RISK OF LOSS

b) Title
Upon payment by the College of all undisputed amounts due under the Contract, title to all materials, equipment, supplies, and Work incorporated into the Project shall pass to the College free and clear of all liens, claims, security interests, encumbrances, and other interests of third parties.

The Contractor warrants that it has good title to all materials, equipment, supplies, and Work furnished under the Contract and has the right to transfer such title to the College.

c) Risk of Loss
Notwithstanding the passage of title, the risk of loss or damage to materials, equipment, supplies, and Work, whether stored on-site or off-site, shall remain with the Contractor until Final Acceptance of the Work by the College, except to the extent otherwise covered by Builder's Risk Insurance or otherwise provided in the Contract Documents.

The Contractor shall be responsible for protecting, securing, and maintaining the Work and all materials and equipment from loss, theft, vandalism, deterioration, weather-related damage, and other causes of loss until Final Acceptance by the College.

The Contractor shall promptly repair, replace, restore, or reconstruct any portion of the Work damaged or destroyed prior to Final Acceptance as required by the Contract Documents.

7.9 AUDIT AND RECORDKEEPING

The College, its authorized representatives, funding agencies, auditors, and governmental authorities shall have the right, upon reasonable notice and during normal business hours, to inspect, review, audit, and copy any books, records, documents, correspondence, payroll records, invoices, reports, vouchers, time records, electronically stored information, and other materials related to the Contractor's performance of the Contract.

Such records shall include, but not be limited to:

a) All records supporting amounts billed, invoiced, charged, or otherwise claimed by the Contractor under the Contract;
b) All records necessary to verify the Contractor's compliance with the requirements of the Solicitation, Contract Documents, applicable laws, regulations, grant requirements, labor standards, and funding requirements;
c) Certified payroll records, wage records, subcontractor records, and all documentation required to demonstrate compliance with applicable prevailing wage requirements, federal labor standards, and other requirements imposed by law or funding sources; and
d) Records relating to subcontractors, suppliers, change orders, claims, requests for equitable adjustment, schedules, and project costs associated with the Work.

The Contractor shall maintain and preserve all such records and shall require its subcontractors to do the same for a period of five (5) years after Final Acceptance of the Project, final payment, or completion of any audit, claim, litigation, or investigation relating to the Contract, whichever is later, unless a longer retention period is required by applicable law, regulation, or funding requirements.

The Contractor shall provide reasonable access to such records and cooperate fully with any audit, inspection, investigation, or compliance review conducted by the College or any authorized governmental entity.

7.10 ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign, transfer, convey, pledge, or otherwise dispose of any rights, duties, or obligations under the Contract without the prior written consent of the College. Any attempted assignment without such consent shall be void and of no effect.

The Contractor may utilize subcontractors to perform portions of the Work; however, the Contractor shall maintain overall responsibility for the management, coordination, supervision, and successful completion of the Work.

The Contractor shall remain fully responsible for the acts, omissions, performance, and conduct of all subcontractors, suppliers, and persons directly or indirectly employed by them, as if such acts or omissions were those of the Contractor.

The College reserves the right to review the Contractor's proposed subcontracting approach and may require the Contractor to identify the portions of the Work to be self-performed and the portions proposed to be subcontracted. The College may consider such information when evaluating responsibility, contract compliance, and the Contractor's ability to successfully perform the Work.

The Contractor shall not substitute, replace, or add subcontractors identified in the Bid Submission without prior written approval from the College. The College reserves the right to approve or reject proposed subcontractors and subcontractor substitutions.

The Contractor shall require all subcontractors to comply with the requirements of the Contract Documents, including but not limited to insurance requirements, prevailing wage labor standards, safety requirements, applicable laws, and all other obligations applicable to the Work. The Contractor

shall incorporate into each subcontract the provisions necessary to require subcontractor compliance with the applicable requirements of the Contract Documents.

Nothing contained in the Contract Documents shall create any contractual relationship between the College and any subcontractor, supplier, or other third party. No subcontract shall relieve the Contractor of any duty, obligation, or responsibility under the Contract.

7.11 COMPLIANCE WITH LAW AND COLLEGE REQUIREMENTS

a) Compliance with Laws
The Contractor shall comply with all applicable federal, state, and local laws, regulations, codes, ordinances, executive orders, and governmental requirements relating to the performance of the Work. Such compliance shall include, but not be limited to, all applicable labor standards, equal employment opportunity requirements, immigration laws, occupational safety requirements, environmental regulations, and requirements associated with federal funding.

To the extent applicable to the Project or required by a funding source, the Contractor shall comply with Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, applicable Small Business and disadvantaged business participation requirements, the Davis-Bacon Act, and all other federal requirements incorporated into the Contract Documents.

Upon request by the College, the Contractor shall provide written certification of its compliance with the requirements of this Section.

b) Compliance with College Requirements
The Contractor shall comply with all College policies, procedures, rules, and operational requirements applicable to the Project, including but not limited to requirements relating to safety, security, identification badges, parking, campus access, photography, video recording, use of drones, protection of College property, conduct of personnel, delivery procedures, and the storage or handling of equipment and materials.

The College reserves the right to revise such requirements from time to time, and the Contractor shall comply with all reasonable directives issued by the College relating to campus operations and safety.

c) Subcontractor Compliance
The Contractor shall require all Subcontractors, suppliers, and lower-tier subcontractors to comply with all applicable federal, state, and local laws, regulations, funding requirements, labor standards, and requirements of the Contract Documents.

The Contractor shall be responsible for ensuring that all Subcontractors maintain required records, submit required reports, and otherwise comply with all obligations applicable to the Work. The Contractor shall remain fully responsible for the performance and compliance of its Subcontractors.

d) Licenses and Registrations

The Contractor shall maintain throughout the Contract Term all licenses, registrations, certifications, and other authorizations required to perform the Work in the State of Maryland and in any other jurisdiction having authority over the Project.

To the extent professional engineering, architectural, surveying, delegated design, or other licensed professional services are required by the Contract Documents, such services shall be performed and sealed, where required by law, by professionals duly licensed and authorized to practice in the State of Maryland.

Any permits, licenses, inspections, approvals, or governmental authorizations required for performance of the Work shall be obtained and paid for by the Contractor unless otherwise specifically provided in the Contract Documents.

e) Codes and Standards

The Contractor shall ensure that all Work conforms to applicable federal, state, and local laws, regulations, codes, ordinances, permits, industry standards, manufacturer requirements, and accepted construction practices.

The Contractor shall ensure that all personnel performing the Work are familiar with, and properly apply, the codes, standards, regulations, and requirements applicable to their respective portions of the Work.

f) Funding and Regulatory Requirements

The Contractor acknowledges that the Project may be funded, in whole or in part, through federal, state, local, private, grant, or other funding sources. The Contractor shall comply with all applicable statutes, regulations, executive orders, grant conditions, funding requirements, and other obligations imposed by any governmental entity, funding agency, regulatory authority, or other entity providing funding or oversight for the Project.

The Contractor shall promptly execute and submit any certifications, forms, reports, disclosures, affidavits, or other documentation required to demonstrate compliance with such requirements. The Contractor shall also ensure that its Subcontractors comply with all applicable funding and regulatory requirements.

To the extent any funding source imposes additional requirements after Contract execution, the Contractor agrees to comply with such requirements provided they are applicable to the Work and required by the funding or regulatory entity. In the event of a conflict between applicable funding requirements and other provisions of the Contract Documents, the applicable funding or regulatory requirement shall govern to the extent required by law.

The Contractor shall immediately notify the College upon becoming aware of any actual or suspected violation of applicable laws, regulations, permit requirements, funding requirements, or regulatory obligations relating to the Work.

7.12 INDEMNIFICATION

a) Indemnification

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the College, the Board of Trustees for the College of Southern Maryland, and their respective trustees, officers, employees, agents, representatives, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, damages, losses, liabilities, fines, penalties, judgments, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss, liability, or expense is caused in whole or in part by the negligent acts or omissions, recklessness, breach of contract, violation of law, or willful misconduct of the Contractor, its employees, agents, Subcontractors, suppliers, or anyone directly or indirectly employed by them or acting on their behalf.

The Contractor's indemnification obligations shall apply to the fullest extent permitted by law and shall not be limited by any concurrent negligence of an Indemnified Party, except to the extent prohibited by applicable law.

The Contractor's obligations under this Section shall not be construed to require indemnification of the College for the sole negligence or willful misconduct of the College or any other Indemnified Party.

The Contractor shall take all reasonable precautions necessary to protect persons, property, and the Work from damage, injury, or loss arising from the performance of the Work.

Upon written notice from the College, the Contractor shall promptly defend any claim, action, or proceeding subject to this indemnification obligation. The College shall provide reasonable cooperation in the defense of such matters. The College may participate in the defense through counsel of its choosing at its own expense.

The obligations contained in this Section shall survive Final Acceptance, completion of the Work, termination, expiration, or closeout of the Contract.

b) Intellectual Property Indemnification

The Contractor shall defend, indemnify, and hold harmless the College, its trustees, officers, employees, agents, and representatives from and against all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees, arising from any claim that materials, equipment, systems, software, documents, reports, calculations, designs, shop drawings, delegated design services, or other items furnished by the Contractor under the Contract infringe upon any patent, copyright, trademark, trade secret, or other intellectual property right of a third party.

No settlement affecting the College's continued use of any such item shall be entered into without the College's prior written consent.

If the use of any such item is enjoined, or in the Contractor's reasonable judgment is likely to be enjoined, the Contractor shall promptly and at no additional cost to the College:

1. Obtain for the College the right to continue using the item;
2. Modify the item so that it becomes non-infringing while maintaining equivalent functionality; or
3. Replace the item with a non-infringing alternative that provides substantially equivalent functionality and performance.

The obligations contained in this Section shall survive Final Acceptance, completion of the Work, termination, expiration, or closeout of the Contract.

The Contractor shall promptly notify the College upon becoming aware of any actual or threatened claim relating to intellectual property infringement involving the Work.

7.13 ACCEPTANCE

The College shall have the right to observe, inspect, review, test, and evaluate the Work at any time during performance of the Contract to determine compliance with the Contract Documents. The Contractor shall provide reasonable access to the Work and shall furnish such assistance, information, labor, materials, equipment, and facilities as may be reasonably required for inspection, testing, and evaluation.

The Work shall not be considered accepted until the College has determined that the Work has been completed in accordance with the requirements of the Contract Documents and has issued written Final Acceptance. The College may condition acceptance upon correction of deficiencies, completion of punch list items, submission and approval of required closeout documents, operation and maintenance manuals, warranties, certifications, as-built drawings, training documentation, and any other documentation required by the Contract Documents.

The Contractor shall promptly correct, at its sole expense, any defective, deficient, incomplete, non-conforming, or rejected Work identified by the College before or after acceptance of the Work. If the Contractor fails to promptly correct such Work, the College may, after providing notice to the Contractor, perform or cause the corrective work to be performed and recover all resulting costs from the Contractor.

Neither inspection, observation, review, testing, approval, certification, payment, Substantial Completion, occupancy, beneficial use, use of the facility, nor Final Acceptance by the College shall relieve the Contractor of its obligations under the Contract Documents or constitute acceptance of defective, deficient, incomplete, or non-conforming Work.

Acceptance of the Work, in whole or in part, shall not constitute a waiver of any defect, deficiency, latent defect, warranty obligation, guarantee, claim, or other failure of the Work to comply with the requirements of the Contract Documents.

The Contractor's obligations relating to warranties, correction of defective Work, indemnification, record retention, and all other obligations that by their nature survive completion of the Work shall survive Final Acceptance, final payment, termination, expiration, or closeout of the Contract.

7.14 PAYMENT

a) Contract Price

The College shall pay the Contractor the Contract Price as set forth in the Contract Documents, subject to additions and deductions authorized by approved Change Orders, Construction Change Directives, or other written modifications issued in accordance with the Contract Documents.

The Contractor shall not be entitled to payment for any Work performed outside the scope of the Contract Documents unless such Work has been authorized in writing by the College.

b) Applications for Payment

The Contractor shall submit Applications for Payment on a monthly basis for Work properly performed and materials suitably stored, using a form acceptable to the College.

Each Application for Payment shall include, at a minimum:

1. The Contract number and Purchase Order number, if applicable;
2. The Contractor's invoice number and date;
3. The applicable billing period;
4. A current Schedule of Values;
5. The amount of Work completed during the billing period;
6. The amount of materials and equipment suitably stored, if permitted by the Contract Documents;
7. Approved Change Orders, if applicable;
8. Certified payroll records and other documentation required by the Contract Documents, funding requirements, or applicable law; and
9. Any other supporting documentation reasonably required by the College.

All Applications for Payment shall be subject to review and approval by the College before payment is issued.

c) Withholding of Payment

The College may withhold all or a portion of any payment otherwise due to the Contractor if the College reasonably determines that:

1. The Work is defective, deficient, incomplete, or non-conforming;
2. The Contractor has failed to comply with the Contract Documents;
3. Claims, liens, or potential claims exist against the Project;

4. The Contractor has failed to pay Subcontractors, suppliers, or laborers;
5. The Contractor has failed to submit required documentation;
6. The Work cannot be completed for the unpaid balance of the Contract Price;
7. Reasonable evidence exists that the Work will not be completed within the Contract Time; or
8. Other conditions exist that may result in loss, damage, liability, or increased cost to the College.

Any withheld amounts shall be released when the Contractor has corrected the condition giving rise to the withholding.

d) Prompt Payment
The Contractor shall promptly pay all Subcontractors and suppliers for Work properly performed and materials furnished in accordance with applicable law and the Contract Documents.

e) Terms of Payment
Approved Applications for Payment shall be payable by the College within thirty (30) calendar days after receipt of a complete and accurate Application for Payment and all required supporting documentation.

The College shall not be obligated to make payment for incomplete, inaccurate, defective, non-conforming, disputed, or otherwise unacceptable Work.

f) Final Payment
Final payment shall not become due until:

1. The Work has achieved Final Acceptance by the College;
2. All punch list items have been completed;
3. All required closeout documentation has been submitted and approved;
4. All warranties, guarantees, operation and maintenance manuals, as-built drawings, releases, affidavits, certifications, and other required documents have been delivered to the College; and
5. The Contractor has satisfied all other requirements for final payment contained in the Contract Documents.

Acceptance of final payment by the Contractor shall not constitute a waiver of claims by the College arising from defective Work, warranties, latent defects, fraud, or the Contractor's failure to comply with the Contract Documents.

g) Retainage
The College reserves the right to withhold retainage from progress payments in accordance with applicable law and the Contract Documents. Retainage, if withheld, shall be released in accordance with the requirements of applicable law and the Contract Documents

7.15 SUSPENSION OF WORK

The College reserves the right to suspend all or any portion of the Work at any time and for any reason. Upon receipt of written notice from the College, the Contractor shall immediately suspend the affected Work and shall take all reasonable measures necessary to protect and preserve the Work, materials, equipment, and surrounding property.

During any suspension period, the Contractor shall continue to perform such activities as may be necessary to protect the Work, maintain site safety and security, comply with applicable laws and permit requirements, and otherwise mitigate costs and delays.

The Contractor shall not be entitled to any adjustment in Contract Price or Contract Time unless the Contractor submits a written request in accordance with the Contract Documents and demonstrates that the suspension has directly affected the Contractor's cost of performance or time required for performance.

Any adjustment to the Contract Price, Contract Time, or both resulting from a suspension shall be subject to the requirements of the Contract Documents and shall be documented by a Change Order or other written modification executed by the parties.

Upon written notice from the College, the Contractor shall promptly resume the suspended Work and shall proceed with the Work in accordance with the Contract Documents.

Nothing in this Section shall limit the College's right to suspend the Work for reasons relating to safety, security, regulatory requirements, funding issues, operational needs, emergencies, Contractor default, or other circumstances affecting the Project.

7.16 TERM AND TERMINATION

a) Term
This Contract shall become effective upon execution by all authorized parties and shall remain in effect until the Work has been completed, Final Acceptance has been issued by the College, all closeout requirements have been satisfied, and final payment has been made, unless earlier terminated in accordance with the Contract Documents.

The obligations of the Contractor that, by their nature, are intended to survive completion or termination of the Contract, including warranties, indemnification obligations, record retention requirements, and correction of defective Work, shall survive expiration or termination of the Contract.

b) Termination for Convenience
The College may, at any time and for any reason, terminate the Contract in whole or in part for the convenience of the College by providing written notice to the Contractor.

Upon receipt of a Notice of Termination for Convenience, the Contractor shall:

1. Immediately stop the affected Work as directed by the College;
2. Place no further orders for labor, materials, equipment, or services except as necessary

to protect the Work or comply with the notice;
3. Terminate or assign subcontracts as directed by the College;
4. Take all reasonable actions necessary to protect and preserve the Work; and
5. Deliver to the College all completed and partially completed Work, materials, records, and other Contract-related documents.

The Contractor shall be entitled to payment for Work properly performed through the effective date of termination, together with reasonable documented costs directly attributable to the termination, provided such costs are not otherwise recoverable. In no event shall the total amount paid exceed the Contract Price as adjusted by approved Change Orders.

The Contractor shall not be entitled to recover anticipated profits on unperformed Work, consequential damages, loss of future business opportunities, unabsorbed home office overhead, or damages relating to Work not performed.

c) Termination for Cause
The College may terminate the Contract, in whole or in part, upon written notice to the Contractor if the Contractor:
1. Fails to prosecute the Work with sufficient diligence to achieve completion within the Contract Time;
2. Fails to perform the Work in accordance with the Contract Documents;
3. Fails to supply sufficient skilled labor, supervision, materials, or equipment;
4. Fails to comply with applicable laws, regulations, or funding requirements;
5. Fails to maintain required insurance or bonds;
6. Fails to comply with applicable prevailing wage requirements, certified payroll requirements, labor standards, grant requirements, or other applicable funding requirements;
7. Fails to cure a default within the time specified by the College following written notice;
8. Becomes insolvent, files for bankruptcy protection, makes an assignment for the benefit of creditors, or has a receiver appointed; or
9. Otherwise materially breaches the Contract.

d) Notice and Opportunity to Cure
Except where immediate action is necessary to protect persons, property, or the interests of the College, the College shall provide written notice identifying the nature of the Contractor's default and the period within which the default must be cured.

Failure to timely cure the default or make satisfactory progress toward curing the default may result in termination for cause and the exercise of any other remedies available to the College.

e) Payment Upon Termination
1. Termination for Convenience
In the event of a termination for convenience, the Contractor shall be entitled to payment for Work properly performed and accepted by the College through the effective date of termination, together with approved termination costs as provided herein.

2. Termination for Cause
   In the event of termination for cause, the College may withhold any amounts otherwise due to the Contractor until completion of the Work and determination of all costs, damages, and expenses attributable to the Contractor's default.

f) Liability for Costs of Completion
If the Contract is terminated for cause, the College may complete the Work itself or through others.

The Contractor and its surety shall be liable to the College for all costs, damages, expenses, and losses incurred by the College as a result of the Contractor's default, including:

1. Additional completion costs;
2. Additional professional fees;
3. Administrative expenses;
4. Delay damages, where permitted by law; and
5. Any other costs reasonably incurred by the College as a result of the default.

The College may deduct such amounts from monies otherwise due to the Contractor or pursue recovery through any other remedy available under the Contract Documents or applicable law.

Prior to undertaking completion of the Work following a termination for cause, the College reserves the right to provide notice to the Contractor's surety and afford the surety the opportunity to perform its obligations under the applicable Performance Bond.

The rights and remedies provided in this Section are cumulative and in addition to all other rights and remedies available to the College under the Contract Documents or applicable law.

g) Conversion to Termination for Convenience
If a termination for cause is subsequently determined by a court, arbitrator, or other tribunal of competent jurisdiction to have been improper, invalid, or unsupported, the termination shall be deemed a termination for convenience. In such event, the Contractor's sole remedy shall be the compensation expressly provided under the Termination for Convenience provisions of the Contract, and the Contractor shall not be entitled to recover anticipated profits on unperformed Work, consequential damages, loss of future business opportunities, or other damages relating to Work not performed.

7.17 CONFIDENTIALITY

a) Confidential Information
The Contractor acknowledges that, in the course of performing the Work, it may have access to confidential, proprietary, sensitive, personally identifiable, educational, operational, security-related, financial, technical, or other non-public information relating to the College, its students, employees, operations, facilities, systems, or activities (collectively, "Confidential Information").

The Contractor shall:

1. Maintain all Confidential Information in strict confidence;
2. Use Confidential Information solely for purposes of performing the Work under the Contract;
3. Limit access to Confidential Information to those employees, agents, Subcontractors, and representatives with a legitimate need to know and who are bound by obligations of confidentiality no less restrictive than those contained herein;
4. Not disclose Confidential Information to any third party without the prior written consent of the College, except as required by law; and
5. Protect Confidential Information using reasonable administrative, physical, and technical safeguards appropriate to the nature of the information.

The Contractor shall comply with all applicable federal, state, and local laws relating to privacy, confidentiality, and data protection, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, where applicable.

b) Exclusions

Confidential Information shall not include information that the Contractor can demonstrate:

1. Was lawfully in its possession without restriction prior to disclosure by the College;
2. Is or becomes publicly available through no fault of the Contractor;
3. Is lawfully received from a third party without breach of any confidentiality obligation; or
4. Is independently developed without use of or reference to Confidential Information.

If the College subsequently identifies information as confidential that was inadvertently disclosed without such designation, the Contractor shall treat such information as Confidential Information upon receiving written notice from the College.

c) Return or Destruction of Confidential Information

Upon completion of the Work, termination of the Contract, or upon written request from the College, the Contractor shall promptly return or destroy all Confidential Information in its possession, custody, or control and, upon request, provide written certification of such return or destruction, except to the extent retention is required by law.

d) Required Disclosure

If the Contractor is required by law, court order, subpoena, or governmental authority to disclose Confidential Information, the Contractor shall, to the extent permitted by law, promptly notify the College and cooperate with the College in seeking appropriate protective treatment of the information.

e) Remedies

The Contractor acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm to the College for which monetary damages may be inadequate. Accordingly, in addition to any other remedies available at law or in equity, the College shall

be entitled to seek injunctive relief, specific performance, or other equitable remedies to prevent or remedy any actual or threatened unauthorized disclosure or use of Confidential Information.

The rights and obligations contained in this Section shall survive expiration, completion, or termination of the Contract.

f) Public Information Act
Nothing in this Section shall be construed to limit the College's obligations under the Maryland Public Information Act or any other applicable law requiring disclosure of public records.

g) Security Incident Notification
The Contractor shall immediately, and in no event later than seventy-two (72) hours after discovery, notify the College of any actual or suspected unauthorized access, disclosure, use, loss, theft, or security incident involving Confidential Information.

The Contractor shall cooperate fully with the College in investigating, mitigating, and responding to any such incident and shall provide all information reasonably requested by the College relating to the incident.

7.18 RIGHT TO USE

a) Ownership and Use of Project Documents
All reports, records, schedules, submittals, operation and maintenance manuals, warranties, as-built drawings, closeout documents, photographs, videos, deliverables, and other Project-specific documents prepared by or for the Contractor in connection with the performance of the Work (collectively, "Project Documents") shall become the property of the College upon submission or payment, as applicable.

To the extent any Project Documents are subject to copyright, trademark, or other intellectual property protection, the Contractor grants to the College a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce, distribute, display, modify, and otherwise utilize the Project Documents for any purpose related to the Project, including operation, maintenance, repair, renovation, alteration, expansion, replacement, and future improvements.

b) Contractor Documents and Deliverables
The College shall have the unrestricted right to use all Project Documents furnished by the Contractor in connection with the Project. Such use shall include construction, occupancy, operation, maintenance, repair, modification, renovation, replacement, and future expansion of the Project.

The Contractor warrants that it possesses the rights necessary to grant the rights and licenses contained in this Section and that the College's authorized use of the Project Documents in connection with the Project will not infringe upon the intellectual property rights of any third

party.

The College's use of Project Documents for purposes unrelated to the Project shall be at the College's sole risk. Except to the extent caused by the Contractor's negligence, errors, omissions, breach of Contract, infringement of intellectual property rights, or violation of law, the College shall release, defend, indemnify, and hold harmless the Contractor from claims arising solely from such unrelated use.

c) Survival
The rights granted to the College under this Section shall survive Final Acceptance, final payment, termination, expiration, or completion of the Contract.

7.19 GOVERNING LAW

The Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles.

Any action, claim, suit, or proceeding arising out of or relating to the Contract shall be brought exclusively in a court of competent jurisdiction located in the State of Maryland, and venue shall lie in Charles County, Maryland, unless otherwise required by applicable law.

The Contractor expressly agrees to submit to the jurisdiction of the courts of the State of Maryland for the resolution of any disputes arising under or relating to the Contract.

7.20 PUBLICITY

The Contractor shall not, without the prior written consent of the College, use the name, logo, trademarks, service marks, images, or other identifying information of the College of Southern Maryland in any advertising, marketing materials, press releases, public announcements, websites, social media postings, promotional materials, or other public communications.

The Contractor shall not represent, imply, or suggest the College's endorsement, sponsorship, approval, or recommendation of the Contractor, its products, services, personnel, or activities without the prior written consent of the College.

Following public award of the Contract, the Contractor may reference the Project in its qualifications statements, project experience listings, resumes, annual reports, and similar marketing materials, provided such references are factual, accurate, and non-promotional in nature and are not otherwise prohibited in writing by the College.

Upon written request by the College, the Contractor shall promptly remove, revise, or correct any unauthorized reference to the College from any publication, website, advertisement, social media platform, or other public communication.

The obligations contained in this Section shall survive completion, termination, expiration, or closeout

of the Contract.

7.21 SEVERABILITY

If any provision of the Contract Documents is determined by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, provided that the essential purposes of the Contract Documents can still be achieved.

The invalid, illegal, or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, the provision shall be deemed severed from the Contract Documents without affecting the remaining provisions.

7.22 NON-WAIVER

The failure of either party to insist upon strict performance of any provision of the Contract Documents, or to exercise any right, remedy, power, or privilege available under the Contract Documents, shall not constitute a waiver of that provision or any other provision of the Contract Documents.

Any waiver shall be effective only if set forth in a written document signed by an authorized representative of the party granting the waiver.

A waiver of any breach, default, or other matter shall not constitute a waiver of any prior, concurrent, or subsequent breach, default, or matter of a similar or different nature.

7.23 COLLEGE REMEDIES

The rights and remedies of the College set forth in the Contract Documents are cumulative and in addition to any other rights and remedies available to the College under the Contract Documents, at law, in equity, or otherwise.

The exercise by the College of any right or remedy shall not preclude the exercise of any other right or remedy available under the Contract Documents or applicable law. No remedy shall be construed as exclusive unless expressly stated in the Contract Documents.

The College's election to pursue any particular remedy shall not constitute a waiver of any other available right or remedy.

Nothing contained in this Section shall be construed to limit, restrict, or impair any rights, remedies, claims, or causes of action available to the College under the Contract Documents or applicable law.

7.24 TIME IS OF THE ESSENCE

Time is of the essence with respect to the Contractor's performance of the Work. The Contractor shall prosecute the Work diligently and shall perform and complete the Work within the Contract Time established by the Contract Documents, including all interim milestones, phases, schedules, deadlines, and completion dates.

Failure to achieve required milestones or complete the Work within the Contract Time may constitute a material breach of the Contract and may subject the Contractor to any rights or remedies available to the College under the Contract Documents and applicable law.

The Contractor acknowledges that the College may incur damages, operational disruptions, increased costs, scheduling impacts, and other losses if the Work is not completed within the required timeframes.

The Contractor further acknowledges that timely completion of the Work is a material requirement of the Contract and that the Contractor may be subject to Liquidated Damages, if applicable, as provided in the Contract Documents.

Nothing contained in this Section shall limit the College's right to pursue any other rights or remedies available under the Contract Documents or applicable law as a result of delays, failure to meet milestones, or failure to achieve timely completion of the Work.

7.25 COLLEGE RIGHT TO ENGAGE OTHER CONTRACTORS

The College reserves the right to perform work with its own forces and to award separate contracts or engage other contractors, consultants, vendors, service providers, or utility providers in connection with the Project, adjacent projects, campus operations, maintenance activities, or other College initiatives.

The Contractor shall cooperate and coordinate with the College and all other contractors, consultants, vendors, and persons performing work at or near the Project site. The Contractor shall schedule and perform its Work in a manner that minimizes interference with the operations and activities of the College and other parties performing work on the Project.

The Contractor shall promptly notify the College of any actual or anticipated conflicts, delays, interference, damage, disruption, or coordination issues involving the Work of others. The Contractor shall participate in coordination meetings and cooperate in the resolution of scheduling, access, utility, safety, security, and operational issues affecting the Project.

The Contractor shall afford reasonable access to the Project site for other contractors, consultants, vendors, utility providers, and College personnel and shall coordinate the Work as necessary to facilitate orderly project execution.

Nothing contained herein shall relieve the Contractor of its obligation to perform and complete the Work in accordance with the Contract Documents. The Contractor shall not be entitled to additional compensation or extensions of time arising solely from the presence of other contractors, consultants, vendors, or College personnel performing work at or near the Project site, provided such activities were reasonably foreseeable or are coordinated in accordance with the Contract Documents.

The College shall not be responsible for the means, methods, techniques, sequences, procedures,

safety precautions, or performance of the Contractor or its Subcontractors.

7.26 MODIFICATIONS OR AMENDMENTS

No amendment, modification, alteration, change, waiver, extension, or other revision to the Contract Documents shall be valid or binding unless set forth in a written document executed by authorized representatives of both parties or otherwise authorized by the Contract Documents.

No oral statement, field directive, course of conduct, correspondence, email, meeting discussion, inspection, review, approval, observation, or other communication shall modify the Contract Documents unless expressly incorporated into a written amendment, Change Order, Construction Change Directive, Field Order, or other written instrument authorized by the Contract Documents.

The Contractor shall not rely upon any oral instruction, representation, interpretation, inspection, review, approval, or other informal communication as authority to perform changed or additional Work or as justification for an adjustment to the Contract Price or Contract Time.

The failure of either party to insist upon strict performance of any provision of the Contract Documents shall not be construed as a waiver of that provision or any other provision of the Contract Documents.

Nothing contained in this Section shall limit the authority of the College to issue written directives, Change Orders, Construction Change Directives, or other written modifications in accordance with the Contract Documents.

7.27 CAMPAIGN FINANCE, ETHICS, AND DISCLOSURE COMPLIANCE

The Contractor represents and warrants that it has complied, and shall continue to comply, with all applicable federal, state, and local campaign finance, ethics, lobbying, disclosure, reporting, and transparency laws, regulations, and requirements, including any filing, registration, certification, or reporting obligations applicable to entities seeking, receiving, or performing public contracts.

Upon request by the College, the Contractor shall provide evidence of compliance with such requirements and shall promptly notify the College of any investigation, finding, violation, or other matter that could affect the Contractor's eligibility to perform the Contract or participate in future public procurements.

Failure to comply with applicable campaign finance, ethics, lobbying, disclosure, or reporting requirements may constitute a material breach of the Contract and may result in termination, suspension of payments, disqualification from award, or other remedies available to the College under the Contract Documents or applicable law.

7.28 SURVIVAL

The representations, warranties, indemnification obligations, confidentiality obligations, record retention requirements, audit obligations, insurance requirements, correction of defective Work

obligations, intellectual property rights, payment obligations, and all other provisions of the Contract Documents which by their nature are intended to survive expiration, completion, Final Acceptance, final payment, or termination of the Contract shall survive and remain in full force and effect.

Neither completion of the Work, Substantial Completion, Final Acceptance, final payment, nor termination of the Contract shall relieve either party of any obligation that accrued prior to such completion, acceptance, payment, or termination, nor shall it affect any right, claim, cause of action, or remedy arising under the Contract Documents or applicable law.

The rights and remedies of the College relating to warranties, latent defects, defective or non-conforming Work, indemnification, audit rights, record retention, confidentiality, intellectual property rights, payment obligations, and claims arising from the Contractor's performance of the Work shall survive completion of the Work and final payment to the fullest extent permitted by law.

7.29 FORCE MAJEURE

a) Force Majeure Events
Neither the College nor the Contractor shall be considered in default of its obligations under the Contract to the extent performance is delayed or prevented by a Force Majeure Event. A Force Majeure Event means an event beyond the reasonable control of and without the fault or negligence of the affected party, including, but not limited to, acts of God, fire, flood, earthquake, severe weather, epidemic, pandemic, war, terrorism, civil unrest, labor disputes not involving the affected party, governmental actions, embargoes, utility failures, or other similar causes beyond the reasonable control of the affected party.

Force Majeure Events shall not include events that could have been prevented, avoided, or mitigated through the exercise of reasonable care, planning, diligence, or compliance with the requirements of the Contract Documents.

b) Notice Requirements
A party claiming relief due to a Force Majeure Event shall provide written notice to the other party as soon as reasonably practicable after becoming aware of the event and its anticipated impact on performance.

Such notice shall describe:

1. The nature of the Force Majeure Event;
2. The anticipated duration of the event;
3. The obligations affected by the event; and
4. The actions being taken to mitigate the effects of the event.

Failure to provide timely notice may result in denial of the requested relief to the extent the delay in notice prejudices the other party.

c) Time Extension

If a Force Majeure Event delays the Contractor's performance of the Work, the Contractor may be entitled to a reasonable extension of the Contract Time for the period of delay caused by the Force Majeure Event, provided the Contractor has complied with the notice requirements of this Section and has taken reasonable steps to mitigate the effects of the delay.

d) Suspension or Termination
If a Force Majeure Event renders performance of a material portion of the Work impossible, impracticable, or unsafe for an extended period of time, the College may suspend the Work, terminate the affected portion of the Contract, or terminate the Contract in accordance with the Contract Documents.

Any adjustment to the Contract Price or Contract Time shall be determined in accordance with the Contract Documents.

e) Mitigation and Costs
The affected party shall use reasonable efforts to minimize the effects of any Force Majeure Event, avoid unnecessary costs, and resume performance as soon as practicable.

Unless otherwise expressly provided in the Contract Documents, a Force Majeure Event shall entitle the Contractor to additional time, but not additional compensation. Each party shall bear its own costs arising from a Force Majeure Event except to the extent otherwise required by the Contract Documents, applicable law, insurance proceeds, or an approved Change Order.

f) Rights and Remedies Preserved
Nothing contained in this Section shall limit the College's right to suspend the Work, terminate the Contract, enforce insurance requirements, pursue available remedies, or otherwise administer the Contract in accordance with the Contract Documents and applicable law.

7.30 PAYMENT OF TAXES

The Contractor shall be solely responsible for the payment of all federal, state, and local taxes, assessments, duties, fees, and charges applicable to the performance of the Work, including Maryland sales and use taxes, unless otherwise specifically provided in the Contract Documents.

The Contract Price shall be deemed to include all such taxes, assessments, duties, fees, and charges in effect as of the date of Bid Submission.

The College's tax-exempt status shall not be transferred to, assigned to, or otherwise utilized by the Contractor, its Subcontractors, suppliers, or any other third party in connection with the performance of the Work.

The Contractor shall be responsible for determining the applicability of all taxes and obtaining any tax guidance, rulings, or interpretations necessary to properly perform the Work.

The Contractor shall not be entitled to additional compensation for taxes, assessments, duties, fees, or charges that were reasonably foreseeable as of the date of Bid Submission.

7.31 ENTIRE AGREEMENT

The Contract Documents constitute the entire agreement between the College and the Contractor with respect to the Project and supersede all prior negotiations, discussions, representations, understandings, proposals, communications, and agreements, whether written or oral, relating to the subject matter of the Contract.

The Contract Documents include, as applicable, the executed Agreement, applicable American Institute of Architects (AIA) contract documents approved by the College, the Invitation for Bids (ITB), all Addenda, the Bid Submission, Notice of Award, Purchase Order, Bonds, Insurance Documents, Drawings, Specifications, Change Orders, Amendments, Construction Change Directives, and any other documents expressly incorporated into the Contract.

No statement, representation, promise, course of dealing, course of performance, or understanding not contained in the Contract Documents shall be binding upon either party.

In the event of a conflict among the Contract Documents, the Order of Precedence provision of the Contract Documents shall govern.

7.32 ORDER OF PRECEDENCE

In the event of a conflict, discrepancy, or inconsistency among the Contract Documents, the following order of precedence shall govern:

1. Executed Change Orders and Amendments, with the most recent taking precedence;
2. Construction Change Directives;
3. Fully Executed Contract, including any College-approved Supplementary Conditions and applicable AIA contract documents;
4. Addenda;
5. Drawings and Specifications;
6. Invitation for Bids (ITB);
7. Contractor's Bid Submission; and
8. Other documents incorporated by reference.

Specific provisions shall govern over general provisions. Written numerical values shall govern over scaled dimensions, and figured dimensions shall govern over dimensions determined by scaling Drawings.

The College reserves the right to interpret the Contract Documents and issue reasonable clarifications necessary to resolve conflicts, discrepancies, ambiguities, or inconsistencies. Such clarifications shall not constitute a change in the Work unless otherwise determined in accordance with the Contract Documents.

7.33 TOBACCO-FREE CAMPUS

The College is a tobacco-free institution. The use of tobacco products, electronic cigarettes (e-cigarettes), vaping devices, cannabis products, and all other smoking or smokeless tobacco products is prohibited on all College-owned or controlled property, both indoors and outdoors.

This prohibition includes, but is not limited to, all buildings, building entrances, walkways, sidewalks, roadways, recreational and athletic facilities, parking lots, bus stops and shelters, College-owned or leased vehicles, and any facilities owned, leased, operated, or controlled by the College. The prohibition also applies to College-sponsored meetings, events, and conferences, regardless of location.

The Contractor shall ensure compliance with this requirement by its employees, agents, Subcontractors, suppliers, vendors, and all other persons performing Work under the Contract.

Failure to comply with this Section may result in removal of individuals from College property, suspension of Work, issuance of a Notice to Cure, or other remedies available to the College under the Contract Documents.

7.34 SEX OFFENDERS

The College conducts educational, recreational, and community programs that may involve minor children on College property. To protect the safety and welfare of students, employees, visitors, and minors participating in College activities, the Contractor shall ensure that no individual who is required to register as a sex offender under applicable federal, state, or local law is assigned to perform Work on College property or at College-sponsored events.

The Contractor shall be responsible for ensuring compliance with this requirement by its employees, agents, Subcontractors, suppliers, vendors, and any other persons performing Work under the Contract.

Upon request by the College, the Contractor shall certify its compliance with this Section. The College reserves the right to require the immediate removal from the Project of any individual who is determined to be in violation of this requirement or whose presence on College property is determined to pose a risk to the safety, security, operations, or welfare of the College community.

Failure to comply with this Section may constitute a material breach of the Contract and may result in removal of personnel, suspension of Work, issuance of a Notice to Cure, termination for cause, or any other remedies available to the College under the Contract Documents or applicable law.

8.0 SUPPLEMENTAL CONSTRUCTION TERMS AND CONDITIONS

In the event of a conflict between these Supplemental Construction Terms and Conditions and the General Terms and Conditions, these Supplemental Construction Terms and Conditions shall govern with respect to construction-related matters.

8.1 NOTICE TO PROCEED

The Notice to Proceed shall establish the commencement date for the Work and may establish other requirements relating to Project initiation, scheduling, mobilization, and Contract administration.

Any Work performed by the Contractor prior to issuance of a written Notice to Proceed shall be performed at the Contractor's sole risk and expense unless otherwise expressly authorized in writing by the College.

Upon receipt of the Notice to Proceed, the Contractor shall promptly begin the Work and shall prosecute the Work diligently in accordance with the Contract Documents and the Project Schedule.

The Contract Time shall commence on the date specified in the Notice to Proceed unless otherwise stated in the Contract Documents.

8.2 CONTRACTOR IDENTIFICATION

The Contractor shall ensure that all employees, Subcontractors, suppliers, vendors, consultants, and other personnel performing Work on College property comply with the College's visitor management, identification, security, and access control requirements.

All Contractor personnel shall sign in upon arrival at the Project site and sign out upon departure in accordance with College procedures. The College may require Contractor personnel to register through a designated visitor management system or other access control process.

The College may issue contractor identification badges, access credentials, parking permits, keys, electronic access devices, or other forms of identification to Contractor personnel. All such items shall be visibly displayed or carried while on College property and shall be used only by the individual to whom they are issued.

The Contractor shall be responsible for ensuring that all personnel comply with College identification, access, security, and visitor management requirements. The College reserves the right to deny access to or remove from College property any individual who fails to comply with such requirements.

The Contractor shall immediately report lost, stolen, or compromised identification badges, access credentials, keys, parking permits, or other College-issued property to the College.

All identification badges, access credentials, keys, parking permits, and other College-issued property shall be returned to the College upon completion of the Work, termination of an individual's assignment to the Project, or upon request by the College.

The Contractor shall be responsible for any costs incurred by the College resulting from the loss,

misuse, unauthorized duplication, or failure to return College-issued identification or access devices.

8.3 GENERAL CONDITIONS

Unless otherwise expressly provided in the Contract Documents, the Contractor shall furnish and pay for all labor, supervision, materials, equipment, tools, construction machinery, transportation, temporary facilities, temporary protections, testing, utilities, permits, services, and incidentals necessary for the proper execution, completion, and acceptance of the Work.

The Contractor shall perform the Work in accordance with the Contract Documents and in a manner that maintains the safety, security, and operational integrity of the College campus and surrounding property.

The Contractor shall coordinate its activities with the College, design professionals, utility providers, governmental authorities, testing agencies, inspectors, and other contractors performing work at or near the Project site.

The Contractor shall be responsible for verifying field conditions affecting the Work and shall promptly notify the College of any condition that may adversely affect the Work, Project Schedule, cost of performance, safety, constructability, or compliance with the Contract Documents.

The Contractor shall maintain the Project site in an orderly condition and shall take all reasonable measures to prevent unnecessary disruption, damage, delay, interference, waste, or inefficiency in the performance of the Work.

The Contractor shall protect the Work, adjacent property, existing facilities, utilities, landscaping, sidewalks, roadways, structures, equipment, and other improvements from damage caused by the performance of the Work and shall promptly repair or replace any such damage at its sole cost and expense.

The Contractor shall continuously remove waste materials, debris, rubbish, surplus materials, and hazardous conditions resulting from the Work and shall maintain the Project site in a clean, safe, and professional condition throughout the duration of the Project.

The Contractor shall comply with all reasonable directives issued by the College relating to campus operations, safety, security, emergency response, and coordination of the Work.

Nothing contained in this Section shall relieve the Contractor of its obligation to complete the Work in accordance with the Contract Documents.

8.4 LIMITS OF WORK/USE OF SITE

The Contractor shall confine its operations, personnel, equipment, materials, storage, staging, deliveries, and activities to the areas designated in the Contract Documents or otherwise approved by the College. The Contractor shall not unreasonably encumber the Project site or adjacent areas with materials, equipment, debris, or operations.

The Contractor shall coordinate all Work activities with the College and shall conduct its operations in a manner that minimizes disruption to College operations, students, faculty, staff, visitors, tenants, and other contractors. Coordination and cooperation with the College shall be required throughout the duration of the Project.

The College reserves the right to regulate and restrict the Contractor's use of the Project site, access routes, parking areas, staging areas, loading zones, storage locations, work hours, utility interruptions, and other operational activities as necessary to support College operations and maintain campus safety and security.

The Contractor shall not obstruct or interfere with roadways, sidewalks, building entrances, exits, fire lanes, emergency access routes, pedestrian pathways, parking facilities, loading areas, or building operations without the prior written approval of the College.

The Contractor shall maintain safe and continuous access to occupied facilities and shall provide temporary walkways, barriers, signage, lighting, traffic controls, and other measures necessary to protect students, faculty, staff, visitors, and Project personnel.

The College reserves the right to determine whether the Contractor's operations are causing unreasonable interference with campus activities, including but not limited to noise, vibration, dust, odors, debris, restricted access, utility interruptions, safety concerns, or operational impacts. Upon notification by the College, the Contractor shall promptly take corrective action and modify its operations as directed by the College.

The Contractor shall be responsible for protecting existing facilities, utilities, landscaping, equipment, furnishings, roadways, sidewalks, and other improvements from damage caused by its operations and shall promptly repair any damage at its sole cost and expense.

The Contractor shall comply with all site restrictions, access requirements, security procedures, staging limitations, traffic control measures, and operational directives established by the College throughout performance of the Work.

No portion of College property shall be used for storage, staging, parking, laydown areas, temporary facilities, or disposal operations except as expressly authorized by the College.

8.5 WORKING HOURS

The Contractor shall perform the Work during the days and hours approved by the College.

Unless otherwise authorized in writing by the College, normal construction activities shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding College holidays and officially observed closures.

The College reserves the right to modify, restrict, or extend permitted working hours as necessary to accommodate academic schedules, campus operations, special events, examinations, safety concerns, utility outages, weather conditions, emergency situations, or other operational

requirements.

Work performed outside approved working hours, including overtime, weekends, holidays, or extended shifts, shall require prior written approval from the College. Approval to work outside normal hours shall not entitle the Contractor to additional compensation unless otherwise authorized by the Contract Documents.

The Contractor shall coordinate all activities that may create excessive noise, vibration, odors, dust, utility interruptions, access restrictions, or other disruptions with the College in advance. The College may require such activities to be performed during evenings, weekends, academic breaks, semester recesses, or other designated periods.

The Contractor shall schedule deliveries, staging activities, crane operations, road closures, utility interruptions, and other activities affecting campus operations in accordance with College requirements.

The College reserves the right to suspend, delay, reschedule, or restrict specific construction activities that interfere with educational programs, campus events, public safety, emergency operations, or normal College functions.

No adjustment in Contract Price or Contract Time shall be granted solely as a result of work-hour restrictions that are identified in the Contract Documents or are reasonably necessary to support College operations.

8.6 LIQUIDATED DAMAGES

Time is of the essence in the performance of the Contract. The Contractor shall achieve Substantial Completion and Final Completion of the Work within the Contract Time established by the Contract Documents, including any approved extensions of time.

The Contractor acknowledges that the College will sustain damages if the Work is not completed within the Contract Time and that the actual damages associated with delayed completion may be difficult or impracticable to determine with certainty.

Accordingly, if the Contractor fails to achieve Substantial Completion within the Contract Time, the Contractor shall pay the College Liquidated Damages in the amount specified in the Contract Documents for each consecutive calendar day that Substantial Completion remains unachieved beyond the Contract Time.

If a specific Liquidated Damages amount is not otherwise identified in the Contract Documents, Liquidated Damages shall be assessed at One Thousand Five Hundred Dollars ($1,500.00) per calendar day.

The parties agree that the Liquidated Damages amount represents a reasonable estimate of the damages the College is expected to incur as a result of delayed completion and is not intended as a penalty.

The College may deduct Liquidated Damages from any amounts due or that may become due to the Contractor, retainage, performance bond proceeds, or any other amounts recoverable under the Contract Documents.

The assessment of Liquidated Damages shall not relieve the Contractor of its obligation to complete the Work nor limit any other rights or remedies available to the College under the Contract Documents or applicable law.

Liquidated Damages shall cease to accrue upon the date Substantial Completion is achieved as determined and accepted by the College.

8.7 SAFETY DATA SHEETS (SDS)

The Contractor shall comply with all applicable requirements of the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard and all other applicable laws and regulations relating to hazardous materials, chemicals, and substances used in connection with the Work.

Prior to bringing any hazardous chemical, material, substance, or product onto College property, and upon request by the College, the Contractor shall provide current Safety Data Sheets (SDS) to the College's designated Project Representative. Safety Data Sheets shall be maintained in accordance with OSHA requirements and shall be readily available to Contractor personnel, Subcontractors, emergency responders, and authorized College representatives.

The Contractor shall maintain current copies of all applicable Safety Data Sheets at the Project site throughout the duration of the Work and shall ensure that all hazardous materials are properly labeled, stored, handled, transported, used, and disposed of in accordance with applicable laws, regulations, manufacturer recommendations, and industry standards.

The Contractor shall immediately notify the College of any spill, release, exposure incident, hazardous material emergency, or other event involving hazardous substances occurring on College property and shall take all appropriate actions necessary to protect persons, property, and the environment.

The College reserves the right to request Safety Data Sheets for any material, product, chemical, or substance used in connection with the Work. Failure to provide requested Safety Data Sheets may result in removal of the material from the Project site until compliance is achieved.

Nothing contained in this Section shall relieve the Contractor of its responsibility for safely managing hazardous materials brought onto or used at the Project site.

8.8 MINIMUM SAFETY REQUIREMENTS

The Contractor shall be solely responsible for initiating, maintaining, supervising, and enforcing all safety precautions, programs, procedures, and safeguards in connection with the performance of the Work.

The Contractor shall comply, and shall require its employees, agents, suppliers, and Subcontractors of every tier to comply, with all applicable federal, state, and local health, safety, and environmental laws, regulations, codes, standards, permits, and requirements, including but not limited to Occupational Safety and Health Administration (OSHA) regulations, Maryland occupational safety requirements, applicable fire codes, Department of Transportation (DOT) regulations, and College policies and procedures.

Prior to commencing Work, the Contractor shall submit a Site-Specific Safety and Health Program to the College for review. Review by the College shall not relieve the Contractor of its responsibility for jobsite safety or compliance with applicable safety requirements.

The Contractor shall designate a competent person, as defined by OSHA, who shall be responsible for implementation and enforcement of the Contractor's Safety and Health Program and who shall have authority to immediately correct unsafe conditions.

The Contractor shall provide and maintain a safe and healthful environment for its employees, Subcontractors, suppliers, College personnel, students, faculty, staff, visitors, and all other persons affected by the Work.

The Contractor shall immediately correct unsafe conditions and shall take all reasonable measures necessary to prevent accidents, injuries, property damage, security incidents, environmental releases, and disruptions to College operations.

The Contractor shall immediately notify the College of:

1. Any OSHA inspection, inquiry, citation, or enforcement action relating to the Project;
2. Any serious injury, illness, property damage incident, fire, utility strike, environmental release, security incident, or near-miss event occurring at the Project site; and
3. Any condition that may pose an imminent threat to life, safety, health, property, security, or College operations.

The Contractor shall provide verbal notification to the College as soon as practicable following any such event and shall submit a written incident report within forty-eight (48) hours after the occurrence or discovery of the event.

The Contractor shall cooperate fully with any investigation conducted by the College, regulatory agencies, emergency responders, or governmental authorities relating to safety matters associated with the Project.

By the fifth (5th) business day of each month, the Contractor shall submit a Monthly Safety Report to the College containing, at a minimum:

1. Total hours worked;
2. Recordable injuries and illnesses;
3. Lost-time incidents;

4. Near-miss incidents;
5. Safety inspections conducted;
6. Safety training activities completed;
7. Corrective actions implemented; and
8. Any other information reasonably requested by the College.

The College reserves the right to inspect the Project site, attend safety meetings, review safety documentation, and audit the Contractor's safety records, logs, reports, training records, and related safety performance information at any time. Such inspections, reviews, or audits shall not relieve the Contractor of responsibility for maintaining a safe work environment.

The College reserves the right to require the immediate correction of unsafe conditions and may stop or suspend all or part of the Work if, in the College's judgment, an unsafe condition presents a threat to persons, property, the environment, or College operations. Any such action shall not relieve the Contractor of its responsibility for site safety or entitle the Contractor to additional compensation.

8.9 NON-DISRUPTION OF CAMPUS

The Contractor acknowledges that the College is an active educational institution whose facilities may remain occupied and operational during performance of the Work. The Contractor shall conduct all Work in a manner that minimizes disruption to students, faculty, staff, visitors, tenants, campus operations, academic activities, athletic events, public events, and other College functions.

The Contractor shall coordinate all Work activities with the College and shall comply with all restrictions regarding work hours, access routes, deliveries, staging areas, parking locations, utility interruptions, noise-producing activities, and campus operating requirements.

The Contractor shall not obstruct or interfere with the use of any roadway, driveway, fire lane, emergency access route, sidewalk, walkway, building entrance, exit, parking area, loading area, or other means of ingress or egress without the prior written approval of the College.

The Contractor shall maintain safe pedestrian and vehicular access to occupied buildings and campus facilities at all times. Where access restrictions are unavoidable, the Contractor shall provide temporary access routes, barriers, signage, lighting, traffic controls, and other safeguards as required by the College.

The Contractor shall not interrupt utilities, communications systems, fire protection systems, life safety systems, building controls, security systems, network services, or other building services without prior written authorization from the College. Planned outages shall be coordinated in advance and scheduled to minimize disruption to College operations.

The College reserves the right to require the Contractor to modify, delay, suspend, reschedule, relocate, or sequence specific Work activities if the College determines that such activities are causing or may cause unreasonable disruption to campus operations, academic activities, public events, safety, security, or special functions. The Contractor shall promptly comply with such directives.

The Contractor shall coordinate construction activities around examinations, commencement ceremonies, student activities, athletic events, public gatherings, and other College functions identified by the College.

The Contractor shall control noise, vibration, dust, debris, odors, lighting, and other construction-related impacts and shall implement reasonable mitigation measures necessary to minimize disruption to College activities.

The Contractor shall be responsible for protecting students, faculty, staff, visitors, College property, and adjacent facilities from hazards associated with the Work and shall maintain appropriate fencing, barriers, signage, traffic controls, and other protective measures throughout the Project.

The Contractor shall designate a primary on-site representative who shall be available during active construction operations to coordinate construction activities, emergencies, utility outages, campus events, and operational concerns with the College.

Compliance with this Section shall not relieve the Contractor of its obligation to complete the Work within the Contract Time. No adjustment to the Contract Price shall be granted solely as a result of campus operational requirements that are identified in the Contract Documents or are reasonably foreseeable for work performed on an occupied college campus.

8.10 PROTECTION OF EXISTING FACILITIES

The Contractor shall take all reasonable precautions necessary to protect existing buildings, structures, utilities, equipment, systems, furnishings, finishes, landscaping, sidewalks, roadways, parking areas, drainage systems, and other improvements located on or adjacent to the Project site from damage resulting from the performance of the Work.

Prior to commencing Work, the Contractor shall inspect the Project site and surrounding areas and shall document any visible pre-existing damage that may be affected by construction activities. Failure to report such conditions prior to commencement of the Work shall create a rebuttable presumption that the condition did not exist prior to the Contractor's operations.

The Contractor shall provide and maintain all temporary protections, barriers, fencing, enclosures, coverings, warning devices, traffic controls, shoring, supports, and other safeguards necessary to protect persons, property, and existing facilities throughout the duration of the Project.

The Contractor shall not cut, drill, core, excavate, demolish, penetrate, disconnect, relocate, modify, or otherwise disturb any existing structure, utility, system, equipment, or facility except as expressly authorized by the Contract Documents or approved in writing by the College.

The Contractor shall immediately notify the College of any damage to existing facilities, utilities, equipment, structures, or property resulting from the Work. Emergency conditions affecting life safety, utility service, security systems, fire protection systems, or building operations shall be reported immediately.

Any damage caused by the Contractor, its employees, Subcontractors, suppliers, or other persons under its control shall be promptly repaired, restored, or replaced by the Contractor at its sole cost and expense to the satisfaction of the College.

If the Contractor fails to promptly correct such damage, the College may perform or cause the corrective work to be performed and recover all resulting costs from the Contractor.

The Contractor shall protect existing utility services from interruption and shall coordinate all shutdowns, relocations, tie-ins, and service interruptions with the College. No utility interruption shall occur without prior written authorization from the College.

The obligations contained in this Section shall apply regardless of whether the damaged property is identified in the Contract Documents and shall survive completion of the Work until all damage resulting from the Contractor's operations has been corrected to the satisfaction of the College.

8.11 PERMITS AND FEES

The Contractor shall apply for, obtain, maintain, coordinate, and pay for all permits, licenses, inspections, approvals, fees, certificates, and governmental authorizations required for the proper execution, completion, testing, commissioning, and acceptance of the Work unless otherwise expressly provided in the Contract Documents.

Such permits, licenses, approvals, and fees shall include, but not be limited to, building permits, electrical permits, plumbing permits, mechanical permits, fire protection permits, utility permits, environmental permits, right-of-way permits, and any other permits, inspections, or approvals required by authorities having jurisdiction.

The Contractor shall schedule, coordinate, and facilitate all required inspections and shall provide sufficient notice to the College of upcoming inspections involving the Work.

The Contractor shall promptly correct any deficiencies identified by authorities having jurisdiction, inspectors, testing agencies, or regulatory authorities and shall bear all costs associated with such corrective actions unless otherwise provided in the Contract Documents.

The Contractor shall obtain and provide to the College copies of all permits, inspection reports, certificates, approvals, testing reports, certificates of occupancy, certificates of completion, and other documentation required for Substantial Completion, Final Completion, or Final Acceptance.

The Contractor shall comply with all conditions imposed by permitting agencies and authorities having jurisdiction and shall be responsible for any fines, penalties, delays, costs, or damages resulting from its failure to obtain, maintain, or comply with required permits, licenses, inspections, approvals, or authorizations.

Nothing contained herein shall relieve the Contractor of its responsibility to perform the Work in accordance with applicable laws, regulations, codes, ordinances, permit requirements, and directives of authorities having jurisdiction.

Copies of all permits applicable to the Work shall be maintained at the Project site and made available to the College upon request.

8.12 PROJECT ORGANIZATION

The Contractor shall establish and maintain an effective Project organization capable of providing proper management, supervision, coordination, communication, scheduling, quality control, safety oversight, and administration of the Work throughout the duration of the Project.

Prior to commencement of the Work, the Contractor shall provide the College with an organizational chart identifying key project personnel, including the Project Executive, Project Manager, Superintendent, Safety Representative, and other individuals responsible for administration and performance of the Work.

The Contractor shall designate a Project Manager who shall serve as the Contractor's primary point of contact with the College and shall possess authority to make decisions regarding the administration, coordination, scheduling, and execution of the Work.

The Contractor shall designate a qualified Superintendent who shall have full authority to act on behalf of the Contractor with respect to day-to-day Project operations and who shall be responsible for supervision, coordination, scheduling, safety, quality control, and performance of the Work at the Project site.

The Contractor shall provide the College with current contact information for all key project personnel, including office telephone numbers, mobile telephone numbers, email addresses, and emergency contact information. The Contractor shall promptly notify the College of any changes in contact information or personnel assignments.

The Contractor shall maintain effective communication and coordination among its employees, Subcontractors, suppliers, consultants, testing agencies, utility providers, governmental authorities, and other entities involved in the performance of the Work.

The Contractor shall ensure that personnel attending Project meetings possess sufficient knowledge of the Work and authority to make commitments and decisions on behalf of the Contractor.

The Contractor shall be responsible for coordinating the activities of all Subcontractors and suppliers and shall ensure that their work is properly integrated into the overall Project Schedule and construction sequence.

At the request of the College, the Contractor shall provide an updated Project organization chart reflecting personnel changes, responsibilities, reporting relationships, and current lines of communication.

Nothing contained in this Section shall relieve the Contractor of its responsibility for the proper management, supervision, coordination, and completion of the Work in accordance with the Contract

Documents.

8.13 CONSTRUCTION MEETINGS

The Contractor shall attend and participate in all Project meetings required by the College, including but not limited to pre-construction meetings, progress meetings, scheduling meetings, safety meetings, coordination meetings, utility outage planning meetings, commissioning meetings, closeout meetings, and other meetings necessary for the administration and performance of the Work.

Prior to commencement of the Work, the Contractor shall attend a pre-construction conference with the College and other Project representatives to review Contract requirements, Project procedures, safety requirements, scheduling requirements, communication protocols, site access requirements, and other matters necessary for successful execution of the Work.

During performance of the Work, the Contractor shall attend regular progress meetings at intervals established by the College. The Contractor shall ensure that personnel attending such meetings possess sufficient authority to make commitments and decisions on behalf of the Contractor.

The Contractor shall prepare and submit information reasonably requested by the College in advance of meetings, including schedule updates, safety information, project status updates, submittal logs, request for information logs, outstanding issues lists, utility outage requests, and other Project documentation.

Topics discussed at Project meetings may include, but shall not be limited to:

1. Work completed since the previous meeting;
2. Planned Work activities;
3. Project Schedule status;
4. Critical path activities;
5. Submittals and procurement status;
6. Safety performance and incidents;
7. Utility outages and coordination activities;
8. Requests for information and pending decisions;
9. Quality control and inspection activities;
10. Change Orders and pending modifications;
11. Campus operational constraints;
12. Project closeout activities; and
13. Other matters affecting Project performance.

The College may prepare meeting minutes or may require the Contractor to prepare and distribute meeting minutes. Meeting minutes shall document attendance, discussion items, decisions, action items, responsible parties, and required completion dates.

The Contractor shall promptly complete all action items assigned during Project meetings and shall report the status of such items at subsequent meetings.

Discussions occurring during Project meetings shall not modify the Contract Documents, authorize additional Work, adjust the Contract Price, or extend the Contract Time unless such modifications are subsequently documented in a written Change Order, Construction Change Directive, or other written instrument authorized by the Contract Documents.

Failure of the Contractor to attend required meetings or provide appropriate representation may be considered a failure to properly administer the Work and may result in the College requiring corrective action.

8.14 DELIVERY, STORAGE, AND PROTECTION OF MATERIALS

The Contractor shall be responsible for the delivery, receipt, unloading, handling, storage, protection, security, and installation of all materials, equipment, products, and supplies incorporated into the Work.

The Contractor shall coordinate all deliveries with the College and shall comply with all designated delivery routes, loading zones, staging areas, storage locations, traffic restrictions, security procedures, and operational requirements established by the College.

Materials and equipment shall be delivered, stored, handled, and protected in accordance with manufacturer recommendations, applicable laws, industry standards, and Contract Document requirements. Damaged, deteriorated, contaminated, or otherwise unsuitable materials shall not be incorporated into the Work.

The Contractor shall protect all stored materials and equipment from theft, vandalism, weather, moisture, damage, deterioration, and unauthorized access. Materials subject to damage from environmental conditions shall be properly covered, enclosed, secured, and maintained in accordance with manufacturer requirements.

The Contractor shall not store materials, equipment, debris, waste, hazardous materials, vehicles, trailers, containers, or other property in any location not specifically authorized by the College.

The Contractor shall maintain storage and staging areas in a safe, orderly, and organized condition and shall not allow such areas to interfere with College operations, pedestrian traffic, vehicle traffic, emergency access routes, utilities, or the work of other contractors.

The College reserves the right to require the relocation or removal of improperly stored materials, equipment, trailers, vehicles, dumpsters, or other items that interfere with campus operations, safety requirements, emergency access, or Project activities. The Contractor shall promptly comply with such directive at no additional cost to the College.

The Contractor shall inspect delivered materials and equipment upon receipt and shall promptly remove from the Project site any materials or equipment that are damaged, defective, non-conforming, improperly stored, or otherwise unacceptable.

Storage of materials and equipment on College property shall not relieve the Contractor of responsibility for loss, theft, damage, deterioration, or protection of such materials and equipment prior to Final Acceptance.

Upon completion of the Work, the Contractor shall remove all surplus materials, temporary storage facilities, trailers, equipment, tools, and related items from College property unless otherwise directed by the College.

8.15 RECORDS FOR MATERIAL DISPOSAL

The Contractor shall maintain complete and accurate records of all construction, demolition, recycling, salvage, reuse, transportation, and disposal activities associated with the Work.

The Contractor shall provide the College with copies of all disposal manifests, weight tickets, receipts, invoices, recycling certificates, landfill records, hauling records, and other documentation evidencing the proper handling, recycling, reuse, salvage, transportation, or disposal of materials removed from the Project site.

Such documentation shall identify, to the extent reasonably available:

1. The type or description of material;
2. The quantity, weight, or volume of material removed;
3. The date of removal, transportation, recycling, or disposal;
4. The facility, processor, recycler, landfill, transfer station, or other location where the material was delivered; and
5. Any other information reasonably requested by the College.

The Contractor shall ensure that all materials are transported, recycled, reused, salvaged, and disposed of in accordance with applicable federal, state, and local laws, regulations, permits, and environmental requirements.

Hazardous materials, regulated materials, and special waste shall be handled, transported, documented, and disposed of in accordance with all applicable regulatory requirements and shall be accompanied by all required manifests, shipping papers, certifications, and disposal records.

The Contractor shall submit disposal and recycling documentation to the College upon request, with each Application for Payment if requested by the College, and as part of the Project closeout requirements.

The College reserves the right to audit disposal, recycling, transportation, and waste management records and may require additional supporting documentation to verify compliance with the Contract Documents and applicable regulatory requirements.

The Contractor shall remain responsible for the proper handling and disposal of all materials removed from the Project site until such materials have been lawfully recycled, reused, salvaged, or disposed of in accordance with applicable law.

8.16 UTILITIES

The College may make available to the Contractor certain existing utilities, including electrical power and potable water, for use in connection with the Work, subject to availability and approval by the College. Any such use shall be at the Contractor's risk and shall not interfere with College operations.

The Contractor shall furnish, install, maintain, remove, and pay all costs associated with temporary utility connections, temporary distribution systems, temporary power, temporary lighting, temporary water distribution, temporary communications, temporary sanitary facilities, and other temporary services required for performance of the Work unless otherwise expressly provided in the Contract Documents.

The Contractor shall provide and maintain adequate sanitary facilities for its employees, Subcontractors, suppliers, and other Project personnel. Such facilities shall comply with all applicable laws and regulations and shall be maintained in a clean and sanitary condition throughout the duration of the Project.

Construction personnel shall not use College restrooms, break rooms, dining facilities, locker rooms, offices, classrooms, or other College facilities without prior written approval from the College.

The Contractor shall not interrupt, disconnect, modify, relocate, tie into, or otherwise interfere with any existing utility service, communication system, fire protection system, security system, building automation system, data system, or life safety system without prior written authorization from the College.

All planned utility outages shall be coordinated in advance with the College and shall be scheduled in a manner that minimizes disruption to academic activities, campus operations, and building occupants. Requests for utility outages shall be submitted in writing not less than ten (10) business days prior to the proposed outage unless a different period is approved by the College.

The Contractor shall be responsible for protecting existing utility infrastructure and shall immediately report any utility strike, service interruption, damage, or disruption to the College.

Any utility service damaged by the Contractor, its employees, Subcontractors, suppliers, or agents shall be promptly repaired or restored by the Contractor at its sole cost and expense to the satisfaction of the College.

The College reserves the right to restrict utility usage, require utility-intensive activities to occur during designated hours, or require temporary utility shutdowns to be rescheduled in order to accommodate campus operations, special events, examinations, emergency conditions, or other operational requirements.

The Contractor shall take all reasonable precautions to prevent unnecessary consumption or waste of utilities and shall promptly correct any condition resulting in excessive utility usage or loss of service.

The Contractor shall be responsible for verifying the location of utility tie-in points, service connections, and existing utility conditions prior to commencing Work involving such systems.

8.17 POST-AWARD DETAILED PROJECT SCHEDULE

Within ten (10) calendar days after issuance of the Notice to Proceed, or within such other period established by the College, the Contractor shall submit a detailed Project Schedule for review by the College.

The Project Schedule shall demonstrate the Contractor's plan for completing the Work within the Contract Time and shall identify, at a minimum:

1. Notice to Proceed;
2. Procurement activities and long-lead items;
3. Submittal preparation, review, and approval activities;
4. Major construction activities and milestones;
5. Phasing requirements;
6. Utility outages and system shutdowns;
7. Testing, inspections, and commissioning activities;
8. Substantial Completion;
9. Final Completion;
10. Project closeout activities; and
11. Any other activities necessary to successfully complete the Work.

The Project Schedule shall reasonably depict the sequence, duration, and interrelationship of all significant Work activities and shall clearly identify critical path activities affecting completion of the Project.

The Contractor shall continuously monitor actual progress and shall update the Project Schedule not less than monthly, or more frequently if requested by the College. Updated schedules shall accurately reflect actual progress, changes in sequencing, revised completion projections, delays, recovery efforts, and other conditions affecting Project performance.

The Contractor shall promptly notify the College of any actual or anticipated delay that may affect achievement of milestone dates, Substantial Completion, Final Completion, utility outage schedules, occupancy requirements, or other critical Project activities.

If the College determines that the Project is not progressing in accordance with the approved Project Schedule, the College may require the Contractor to submit a written Recovery Schedule and recovery plan identifying the actions, resources, staffing adjustments, sequencing modifications, overtime, additional shifts, or other measures necessary to restore progress and achieve required completion dates.

The Contractor shall coordinate all Work activities with the College and shall perform the Work in accordance with the most current approved Project Schedule.

No utility outage, interruption of service, shutdown, tie-in, or similar activity shall occur without prior written approval of the College. Requests for utility outages shall be submitted in writing not less than ten (10) business days prior to the requested outage unless a different notice period is approved by the College.

The Contractor acknowledges that the Project will be performed on an active and occupied college campus. The Contractor shall schedule and sequence the Work in a manner that minimizes disruption to academic programs, campus operations, students, faculty, staff, visitors, and special events.

The College reserves the right to require reasonable adjustments to construction activities, work sequencing, utility outage schedules, deliveries, and other operations as necessary to accommodate College operations, safety requirements, emergencies, academic schedules, testing periods, commencement activities, and campus events.

Review of the Project Schedule by the College shall not relieve the Contractor of responsibility for planning, coordinating, scheduling, supervising, and completing the Work within the Contract Time.

Failure of the College to reject a schedule, update, or recovery plan shall not constitute approval of delays, entitlement to additional compensation, or approval of extensions of Contract Time.

8.18 CONSTRUCTION PROGRESS REPORTS

The Contractor shall prepare and submit monthly Construction Progress Reports to the College throughout the duration of the Project.

Progress Reports shall be submitted no later than the fifth (5th) business day of each month and shall cover the preceding reporting period unless otherwise directed by the College.

Each Progress Report shall include, at a minimum:

1. A summary of Work completed during the reporting period;
2. An updated Project Schedule;
3. Percent completion of major Work activities;
4. Status of procurement activities and long-lead items;
5. Status of submittals, requests for information, and pending decisions;
6. Change Orders and potential change issues;
7. Safety incidents, inspections, corrective actions, and safety performance information;
8. Utility outages completed or planned;
9. Testing, inspection, and commissioning activities completed or scheduled;
10. Problems, delays, disputes, or conditions affecting the Work;
11. Weather impacts affecting Project performance, if any;
12. Anticipated activities for the next reporting period; and
13. Any other information reasonably requested by the College.

Progress Reports shall accurately reflect actual Project conditions and shall identify any event, circumstance, or condition that may affect the Contract Time, Contract Price, quality of the Work,

campus operations, safety, occupancy, testing, commissioning, or Project completion.

The Contractor shall immediately notify the College of any actual or anticipated delay, disruption, labor shortage, material shortage, equipment issue, supply chain issue, utility conflict, regulatory matter, or other circumstance that may adversely affect Project performance.

The College may require additional reporting or more frequent reporting if Project conditions warrant such action.

Submission of a Construction Progress Report shall not constitute notice of a claim, request for additional compensation, request for extension of time, or reservation of rights unless expressly identified as such and submitted in accordance with the Contract Documents.

The Contractor shall provide photographs documenting Project progress whenever requested by the College and as part of any progress reporting requirements established for the Project.

8.19 RECORD DOCUMENTS

The Contractor shall maintain current, complete, and accurate Record Documents throughout the duration of the Project.

Record Documents shall include, at a minimum, one complete set of Drawings, Specifications, approved Submittals, Shop Drawings, Change Orders, Construction Change Directives, Field Orders, Requests for Information affecting the Work, utility information, and other documents necessary to accurately document the completed Project.

Record Documents shall be updated on an ongoing basis as the Work progresses and shall accurately reflect:

1. Changes in dimensions, locations, elevations, and configurations;
2. Field modifications and approved deviations from the Contract Documents;
3. Utility locations and routing;
4. Concealed conditions discovered during construction;
5. Installed equipment and system information;
6. Approved Change Orders and other modifications;
7. Revised details and construction conditions; and
8. Other information necessary to accurately depict the Work as constructed.

Record Documents shall be maintained at the Project site and shall be available for review by the College at all reasonable times.

The Contractor shall not defer preparation of Record Documents until the end of the Project. Failure to maintain current Record Documents may be grounds for withholding payment until such documentation is brought current.

At Project closeout, the Contractor shall submit final Record Documents to the College in the format

required by the Contract Documents, including electronic files if requested by the College.

The Contractor shall certify that the Record Documents accurately reflect the Work as constructed to the best of the Contractor's knowledge, information, and belief.

Submission and acceptance of Record Documents shall be a condition precedent to Final Acceptance and Final Payment.

The College's review or acceptance of Record Documents shall not relieve the Contractor of responsibility for the accuracy or completeness of such documents.

8.20 DIFFERING SITE CONDITIONS

The Contractor shall promptly notify the College in writing upon discovery of any concealed, unknown, latent, subsurface, physical, or site condition that differs materially from the conditions indicated in the Contract Documents or from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Contractor shall provide notice before the affected condition is disturbed and before the affected Work proceeds to the extent reasonably possible.

The notice shall include a description of the condition, its location, the date discovered, the potential impact on the Work, and any other information reasonably requested by the College.

Upon receipt of notice, the College may investigate the condition and may require the Contractor to provide additional documentation, photographs, sketches, survey information, test results, or other information necessary to evaluate the condition.

The Contractor shall take reasonable measures to protect the affected area and shall not disturb the condition except as necessary to protect persons, property, the Work, or the environment, or as otherwise directed by the College.

If the College determines that the condition materially differs from the conditions indicated in the Contract Documents or those ordinarily encountered in the Work, the College may authorize an adjustment to the Contract Time, Contract Price, or both in accordance with the Contract Documents.

No adjustment to the Contract Time or Contract Price shall be considered unless the Contractor has provided timely written notice and has complied with the requirements of this Section.

The Contractor shall not be entitled to additional compensation or time for conditions that were reasonably discoverable through site visits, examination of the Contract Documents, normal pre-bid investigations, or the exercise of reasonable diligence.

The College reserves the right to direct the Contractor to suspend, modify, resequence, or proceed with portions of the Work pending investigation of the differing site condition.

Nothing contained in this Section shall relieve the Contractor of its obligation to exercise reasonable care in examining the Project site and reviewing the Contract Documents prior to performing the Work.

8.21 HAZARDOUS MATERIALS

If the Contractor encounters asbestos, lead-containing materials, mold, contaminated soil, underground storage tanks, hazardous waste, regulated materials, toxic substances, petroleum products, or other hazardous materials not identified in the Contract Documents, the Contractor shall immediately stop Work in the affected area and notify the College.

The Contractor shall secure and isolate the affected area as necessary to protect persons, property, the environment, and the Work until further direction is provided by the College.

The Contractor shall not disturb, remove, transport, dispose of, remediate, or otherwise handle such hazardous materials unless expressly authorized in writing by the College and permitted by applicable law.

Upon notification, the College may investigate the condition and determine the appropriate course of action. The Contractor shall cooperate with the College and any environmental consultants, testing agencies, governmental authorities, or remediation contractors engaged to evaluate or address the condition.

Any adjustment to the Contract Time or Contract Price arising from hazardous materials not introduced by the Contractor shall be addressed in accordance with the Contract Documents.

The Contractor shall be solely responsible for all hazardous materials, chemicals, fuels, lubricants, solvents, cleaning agents, coatings, adhesives, waste products, and other regulated substances brought onto the Project site by the Contractor, its employees, Subcontractors, suppliers, or agents.

The Contractor shall store, handle, transport, use, and dispose of all hazardous materials in accordance with applicable federal, state, and local laws, regulations, permits, manufacturer requirements, and industry standards.

In the event of any spill, release, discharge, exposure incident, or environmental contamination caused by the Contractor or its Subcontractors, the Contractor shall immediately notify the College and appropriate regulatory agencies as required by law and shall promptly undertake all necessary containment, cleanup, remediation, reporting, and corrective actions at its sole cost and expense.

The Contractor shall indemnify and hold harmless the College from claims, damages, fines, penalties, cleanup costs, remediation expenses, or liabilities arising from hazardous materials brought onto the Project site by the Contractor or resulting from the Contractor's operations.

Nothing contained herein shall relieve the Contractor of its obligations under applicable environmental, health, or safety laws and regulations.

8.22 WEATHER PROTECTION

The Contractor shall take all reasonable precautions necessary to protect the Work, materials, equipment, temporary facilities, existing facilities, utilities, and adjacent property from damage due to weather, moisture, temperature extremes, precipitation, wind, flooding, freezing conditions, and other environmental conditions.

The Contractor shall provide and maintain all temporary protections necessary for the proper performance of the Work, including but not limited to coverings, enclosures, barriers, tarpaulins, temporary roofing, drainage controls, heating, cooling, ventilation, dehumidification, frost protection, and other protective measures required by the Contract Documents, manufacturer requirements, industry standards, or site conditions.

Materials and equipment susceptible to damage from environmental conditions shall be properly stored, protected, and maintained in accordance with manufacturer recommendations and applicable industry standards. Any materials or equipment damaged by weather or environmental exposure shall be removed and replaced at the Contractor's sole cost and expense.

The Contractor shall continuously monitor weather conditions and shall plan, schedule, and perform the Work in a manner that appropriately accounts for reasonably anticipated weather conditions occurring during the performance period.

The Contractor shall take all reasonable measures to prevent water intrusion, mold growth, freezing, erosion, sediment migration, wind damage, and other weather-related impacts affecting the Work or College property.

The Contractor shall be responsible for protecting excavations, trenches, foundations, structures, building openings, roofs, utilities, walkways, entrances, and other areas exposed during construction from weather-related damage and unsafe conditions.

The Contractor shall promptly repair or replace any Work, materials, equipment, or property damaged due to the Contractor's failure to provide adequate weather protection.

The Contractor shall maintain safe access routes and shall promptly remove snow, ice, standing water, mud, debris, and other conditions resulting from weather events that may create hazards to Project personnel, students, faculty, staff, visitors, or College operations.

Claims for additional compensation arising solely from normal seasonal weather conditions reasonably anticipated for the Project location and Contract Time shall not be allowed. Requests for extensions of Contract Time resulting from unusually severe weather shall be submitted in accordance with the Contractor Claims Procedure and other applicable provisions of the Contract Documents.

Nothing contained in this Section shall relieve the Contractor of its responsibility to protect the Work and complete the Project within the Contract Time.

8.23 SUBSTANTIAL COMPLETION

The Contractor shall notify the College in writing when the Contractor believes the Work, or an identified portion thereof, has achieved Substantial Completion.

Substantial Completion shall mean the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the College can occupy, utilize, and operate the Project for its intended purpose.

Upon receipt of the Contractor's notice, the College may conduct an inspection of the Work to determine whether Substantial Completion has been achieved. The Contractor shall participate in such inspection and shall provide access to all areas of the Project.

If the College determines that the Work has achieved Substantial Completion, the College may issue a written determination of Substantial Completion identifying:

1. The date of Substantial Completion;
2. Remaining incomplete or deficient Work;
3. Punch list items requiring correction or completion;
4. Responsibilities for security, maintenance, utilities, warranties, and protection of the Work; and
5. Any conditions required to achieve Final Completion.

If the College determines that the Work has not achieved Substantial Completion, the College shall notify the Contractor of the reasons for such determination, and the Contractor shall continue the Work until the requirements for Substantial Completion have been satisfied.

The College may occupy, use, or place into service any portion of the Project prior to Final Completion. Such occupancy, use, or operation shall not constitute Final Acceptance of the Work, acceptance of defective Work, waiver of Contract requirements, or release of the Contractor from any obligation under the Contract Documents.

The Contractor shall promptly complete all remaining Work and Punch List items following Substantial Completion and shall continue to diligently prosecute the Work to Final Completion.

The establishment of a Substantial Completion date shall not relieve the Contractor of responsibility for defective, incomplete, non-conforming, or unaccepted Work, nor shall it affect the Contractor's obligations relating to warranties, correction of Work, indemnification, safety, insurance, or closeout requirements.

The Contractor shall not be entitled to Final Payment upon achievement of Substantial Completion. Final Payment shall be governed by the applicable provisions of the Contract Documents relating to Final Completion, closeout, and Final Acceptance.

8.24 PUNCH LIST

Upon determination of Substantial Completion, the College may prepare and issue a Punch List

identifying incomplete, defective, deficient, non-conforming, or unsatisfactory Work requiring correction, completion, replacement, adjustment, testing, cleaning, documentation, or other action prior to Final Completion and Final Acceptance.

The Contractor shall promptly complete all Punch List items within the time period established by the College or otherwise specified in the Contract Documents.

The existence of a Punch List shall not alter the Contractor's responsibility to complete all Work required by the Contract Documents, regardless of whether a particular item appears on the Punch List.

The Contractor shall notify the College in writing when Punch List items have been completed and are ready for reinspection.

The College may conduct one or more inspections to verify completion of Punch List items. If the College determines that Punch List items remain incomplete or unacceptable, the Contractor shall continue corrective efforts and request additional inspection upon completion.

If the Contractor fails to complete Punch List items within the required time, the College may, after providing notice to the Contractor, perform or cause such Work to be performed and deduct all resulting costs from monies otherwise due to the Contractor, retainage, performance bond proceeds, or other amounts recoverable under the Contract Documents.

The College may withhold Final Payment, retainage, or other amounts due to the Contractor until all Punch List items have been satisfactorily completed.

Completion of Punch List items shall not constitute Final Acceptance of the Work nor relieve the Contractor of responsibility for defective, deficient, incomplete, or non-conforming Work.

The Contractor shall continue to maintain all required insurance, bonds, warranties, supervision, security, safety measures, protections, and other Contract obligations until Final Completion and Final Acceptance have been achieved.

Nothing contained in this Section shall limit the College's rights relating to warranties, correction of Work, latent defects, indemnification, claims, or other remedies available under the Contract Documents or applicable law.

8.25 FINAL COMPLETION AND CLOSEOUT REQUIREMENTS

The Contractor shall achieve Final Completion of the Work within the Contract Time and shall satisfy all closeout requirements established by the Contract Documents.

Final Completion shall be achieved only after:

1. All Work has been completed in accordance with the Contract Documents;
2. All Punch List items have been completed to the satisfaction of the College;
3. All inspections, testing, commissioning, start-up, and demonstrations have been

completed and accepted;
4. All required permits, approvals, certificates, and governmental authorizations have been obtained;
5. All Record Documents have been submitted and accepted;
6. All operation and maintenance manuals have been submitted and accepted;
7. All warranties, guarantees, bonds, and service agreements have been submitted;
8. All required training of College personnel has been completed;
9. All temporary facilities, temporary utilities, temporary protections, construction equipment, trailers, debris, surplus materials, and waste have been removed from the Project site;
10. All disturbed areas have been restored as required by the Contract Documents; and
11. All other closeout requirements identified in the Contract Documents have been completed.

As a condition precedent to Final Acceptance and Final Payment, the Contractor shall provide evidence satisfactory to the College that all payrolls, subcontractors, suppliers, material providers, equipment lessors, and other indebtedness relating to the Work have been paid or otherwise resolved. The College may require lien waivers, releases, affidavits, or other documentation evidencing such payments.

The Contractor shall submit a Final Closeout Package containing all documentation required by the Contract Documents, including warranties, Record Documents, operation and maintenance manuals, training records, testing reports, inspection reports, permits, certifications, closeout affidavits, and other required documents.

The College may withhold Final Acceptance and Final Payment until all closeout requirements have been completed to the satisfaction of the College.

Neither Substantial Completion, occupancy, beneficial use, Final Completion, Final Acceptance, nor Final Payment shall constitute acceptance of defective, deficient, incomplete, or non-conforming Work or waive any rights, remedies, warranties, guarantees, claims, causes of action, or correction obligations available to the College under the Contract Documents or applicable law.

Acceptance of Final Payment by the Contractor shall not release the Contractor from responsibility for warranty obligations, correction of defective Work, indemnification obligations, latent defects, unresolved claims, or any other obligations that survive completion of the Work.

The College reserves the right to withhold Final Payment until all federal, state, local, funding agency, regulatory, and Contract closeout requirements have been fully satisfied.

8.26 CONTRACTOR CLAIMS PROCEDURE

The Contractor shall provide written notice to the College of any claim for additional compensation, additional Contract Time, differing site conditions, delays, disruptions, impacts, acceleration, inefficiencies, extra Work, constructive changes, or other matters that the Contractor believes may affect the Contract Price, Contract Time, or Contractor performance.

Such notice shall be provided within seven (7) calendar days after the occurrence of the event giving rise to the claim or within seven (7) calendar days after the Contractor first becomes aware, or reasonably should have become aware, of the event giving rise to the claim.

The notice shall include, to the extent reasonably available:

1. A description of the event or condition giving rise to the claim;
2. The date the event occurred or was discovered;
3. The Contract provisions involved;
4. The nature of the relief requested;
5. The anticipated impact on the Contract Price, Contract Time, or Work; and
6. Any supporting documentation available at the time of notice.

The Contractor shall continue performance of the Work pending review and resolution of the claim unless otherwise directed in writing by the College.

Within fourteen (14) calendar days after submission of the initial notice, or within such other period approved by the College, the Contractor shall submit a detailed claim package containing all information necessary to evaluate the claim, including:

1. A detailed narrative describing the basis of the claim;
2. Supporting documentation;
3. Schedule analyses demonstrating any time impacts;
4. Cost records and supporting calculations;
5. Photographs, reports, correspondence, field records, and other evidence supporting the claim; and
6. Any other information reasonably requested by the College.

The Contractor shall maintain contemporaneous records relating to any claimed delay, disruption, impact, acceleration, differing site condition, extra Work, or other matter forming the basis of a claim and shall make such records available for review by the College upon request.

Failure to provide timely notice or supporting documentation as required by this Section may constitute a waiver of the claim to the extent the College is prejudiced by such failure.

No claim shall entitle the Contractor to additional compensation or an extension of Contract Time unless approved in writing through a Change Order, Construction Change Directive, Amendment, or other written modification authorized by the Contract Documents.

The College may request additional information, conduct investigations, review records, consult with its representatives, or perform any other actions reasonably necessary to evaluate a claim.

Nothing contained in this Section shall limit the College's rights, remedies, defenses, offsets, audit rights, or other protections provided by the Contract Documents or applicable law.

The Contractor shall not be entitled to compensation for cumulative impact, inefficiency, disruption, acceleration, delay, or other damages that are not adequately supported by contemporaneous records and documentation demonstrating a direct causal relationship between the claimed event and the alleged impact.

This Section shall survive Final Completion, Final Acceptance, termination of the Contract, and final payment.

9.0 INSURANCE REQUIREMENTS

9.1 REQUIRED INSURANCE COVERAGE

The Contractor shall procure, pay for, and maintain insurance with companies authorized to do business in the State of Maryland and acceptable to the College throughout the term of the Contract and any warranty, correction, or maintenance periods required by the Contract Documents.

At a minimum, the Contractor shall maintain the following insurance coverages:

A. Commercial Automobile Liability Insurance

Covering all owned, hired, leased, and non-owned vehicles used in connection with the Work.
Minimum Limit:

- $1,000,000 Combined Single Limit per accident

B. Workers' Compensation Insurance

Workers' Compensation insurance in accordance with the statutory requirements of the State of Maryland.

C. Employer's Liability Insurance

Minimum Limits:

- $1,000,000 Each Accident
- $1,000,000 Disease - Each Employee
- $1,000,000 Disease - Policy Limit

D. Commercial General Liability Insurance

Coverage shall be written on an occurrence basis and include, at a minimum:

- Premises and Operations
- Contractual Liability
- Products and Completed Operations
- Personal and Advertising Injury
- Independent Contractors
- Broad Form Property Damage (if available)

Minimum Limits:

- $1,000,000 Each Occurrence
- $2,000,000 General Aggregate (Per Project)
- $2,000,000 Products and Completed Operations Aggregate

Products and Completed Operations coverage shall be maintained for not less than three (3) years following Final Acceptance of the Work.

E. Excess/Umbrella Liability Insurance

Coverage shall apply excess of Commercial General Liability, Commercial Automobile Liability, and Employer's Liability coverages.

Minimum Limit:

- $2,000,000 Each Occurrence
- $2,000,000 Aggregate

9.2 CONTRACTORS POLLUTION LIABILITY INSURANCE

The Contractor shall procure and maintain Contractors Pollution Liability Insurance covering bodily injury, property damage, environmental damage, cleanup costs, transportation of waste, disposal operations, and other losses arising from pollution conditions caused by the Contractor's operations, including the acts or omissions of Subcontractors.

Coverage shall apply to both sudden and gradual pollution conditions and shall include remediation costs, emergency response costs, and defense expenses.

Minimum Limit:

- $1,000,000 Each Pollution Occurrence
- $2,000,000 Aggregate

Coverage shall remain in effect throughout performance of the Work and for not less than two (2) years following Final Acceptance of the Project.

9.3 INSURANCE CARRIER REQUIREMENTS

All insurance required by this Contract shall be placed with insurers licensed or otherwise authorized to do business in the State of Maryland and having a rating of A- or better and a Financial Size Category of VII or greater in the most current edition of A.M. Best's Key Rating Guide.

9.4 ADDITIONAL INSURED REQUIREMENTS

The following policies shall name the Board of Trustees for the College of Southern Maryland, its officers, employees, agents, representatives, and volunteers as Additional Insureds:

1. Commercial General Liability
2. Commercial Automobile Liability
3. Excess/Umbrella Liability

Additional Insured coverage shall apply to both ongoing and completed operations.

Additional Insured status shall be provided by endorsement acceptable to the College. Upon request, the Contractor shall provide copies of all Additional Insured endorsements evidencing compliance with the requirements of this Contract.

9.5 PRIMARY AND NON-CONTRIBUTORY

Insurance provided by the Contractor shall be primary and non-contributory with respect to any insurance maintained by the College.

9.6 WAIVER OF SUBROGATION

To the fullest extent permitted by law, the Contractor waives all rights against the College, its officers, employees, agents, and representatives for damages covered by insurance required under this

Contract. The Contractor shall require its insurers to provide corresponding waivers of subrogation.

9.7 CERTIFICATES OF INSURANCE AND ENDORSEMENT

Prior to Contract execution, the Contractor shall provide Certificates of Insurance and all required endorsements evidencing compliance with the insurance requirements of this Solicitation.

Certificates shall:

1. Reference the Solicitation number and Project name;
2. Identify the College as required herein;
3. Demonstrate all required coverages and limits;
4. Include evidence of Additional Insured status where required by this Contract; and
5. Remain in effect for the duration of the Contract.

Renewal Certificates shall be provided upon request and whenever existing coverage is renewed or replaced.

The Contractor shall provide copies of all Additional Insured endorsements and other insurance endorsements required by this Contract upon request by the College.

9.8 SUBCONTRACTOR INSURANCE

The Contractor shall require all Subcontractors performing Work under the Contract to maintain insurance appropriate to the scope of their work and consistent with applicable law.

The Contractor shall be responsible for verifying and maintaining evidence of such coverage and shall furnish such evidence to the College upon request.

9.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions shall be the sole responsibility of the Contractor.

The Contractor shall be responsible for payment of all costs and losses not covered because of such deductibles or self-insured retentions.

9.10 NOTICE OF CANCELLATION OR MATERIAL CHANGE

The Contractor shall provide written notice to the College immediately upon becoming aware of any cancellation, non-renewal, lapse, reduction in limits, material modification, or other change affecting any insurance required by the Contract.

Failure to maintain the required insurance coverage shall constitute a material breach of the Contract.

9.11 NO LIMITATION OF LIABILITY

The maintenance of insurance as required herein shall not be construed to limit the Contractor's liability, obligations, or responsibilities under the Contract Documents or applicable law.

9.12 FAILURE TO MAINTAIN INSURANCE

Failure to obtain or maintain the insurance required by this Contract may constitute a material breach of the Contract and may result in suspension of Work, withholding of payment, termination for cause,

or other remedies available to the College under the Contract Documents and applicable law.

In the event the Contractor fails to maintain the required insurance coverage, the College reserves the right, but is not obligated, to obtain such coverage on behalf of the Contractor and deduct the cost thereof from amounts otherwise due to the Contractor.

The College's exercise or non-exercise of this right shall not relieve the Contractor of its obligations under the Contract.

10.0 FORMS AND ATTACHMENTS

The attachments, forms, and reference documents identified in this ITB are available through the College's Bid Locker portal and may be revised by addenda issued by the College.

A. Appendix A – Bid Forms - 261019
B. Appendix B – Plans - 261019
C. Appendix C – Geotechnical Report - 261019
D. Appendix D – Slope Repair - 261019

The Bidder is responsible for obtaining and utilizing the most current version of all attachments, forms, and addenda. The College reserves the right to reject bids containing unauthorized modifications to College-issued forms.

COLLEGE of SOUTHERN MARYLAND

PREPARED BY:

College of Southern Maryland
Division of Fiscal Services
Procurement Department

8730 Mitchell Road | PO Box 910 | La Plata | Maryland | 20646

www.csmd.edu

Mission Statement: The College of Southern Maryland enhances lives and enriches our region through accessible, high-quality instruction and services that support our students along with their personal paths to success.

Vision Statement: The College of Southern Maryland is an inclusive, student-centered community where all are empowered to succeed.

Belonging Statement: The College of Southern Maryland recognizes the unique contributions of our community and commits to cultivating a culture of belonging wherein everyone is valued and respected.