COMPETITIVE SIMPLIFIED PROCUREMENT
2/5/19

PROJECT TITLE: 7800 York Road 1st and 2nd Floor Demolition

PROJECT NUMBER: TU-1946

DESCRIPTION: Provide all labor, equipment and materials to perform demolition services for the 1st and 2nd floors of the 7800 York Road building.

SCHEDULE: 03/16/19 – 04/06/19

PRE-BID/PROPOSAL CONFERENCE: 2/12/19 @ 1:30 PM, Room 432 Administration Building, 7720 York Rd. If you wish to request an ADA accommodation, please telephone (410) 704-2171. Site visit to immediately follow pre-bid conference. Please note: One site visit is mandatory.

SECOND SITE VISIT: 2/19/19 @ 10:00 AM Meet in the First Floor Lobby of the Administration Building.

DEADLINE FOR QUESTIONS: 2/22/19 @ 4:30 PM

BID DUE NO LATER THAN: 2/28/19 @ 2:00 PM. Late bids, late requests for modification, or requests for withdrawals will not be considered.

Issuing Office: Procurement Department
Towson University
8000 York Road
Towson, MD 21252

*Campus Office Location
(overnight mail/hand delivery):
Procurement Department
Towson University
7720 York Road, 4th Floor
Towson, MD 21204

DIRECT QUESTIONS TO: Michelle Compton, Procurement Officer Representative, via email: MLCompton@towson.edu or by Phone: (410) 704-2050.

PROCUREMENT METHOD: This solicitation will be conducted in accordance with the University System of Maryland’s (USM) Procurement Policies and Procedures, Competitive Simplified Procurement.

BASIS FOR AWARD: Award will be made to the responsible bidder who submits the responsive bid determined to be most advantageous to the University.

PARKING: All vehicles parked on Towson University property must strictly observe University parking regulations. Each vehicle parked on campus between 6 am and 8 pm, Monday through Thursday, and from 6 am to 3 pm on Fridays, must display a valid University permit unless parked at a paid meter. Parking on sidewalks or unpaved areas is prohibited at all times. All fines for parking or other vehicle violations are the responsibility of the Contractor. This applies to vendors, salespersons, company vehicles, and Contractor employees’ personal vehicles. Long- and short-term permits are available, at designated rates, for vendors with contracts that require them to park regularly on the campus; see the parking website at http://www.towson.edu/parking/visitors/index.html for permit
rates and information to support preparation of Bid/Price Proposal. Parking Transportation phone: (410) 704-7275. **NOTE: INCLUDE PARKING FEES IN BID/PRICE PROPOSAL.**

**SMOKING:** Smoking, defined as the burning of tobacco or any other material in any type of smoking equipment, including but not restricted to cigarettes, cigars or pipes, is prohibited on all property owned, leased or operated by the University. This consists of all buildings, including residence halls, leased restaurants and lodging facilities; all grounds, including exterior open spaces, parking lots and garages, on-campus sidewalks, streets, driveways, stadiums, recreational spaces and practice facilities; and in all University-owned or leased vehicles. The policy applies to all individuals on the University campus, including faculty, staff, students, parents, vendors and visitors. Contractor and its employees and subcontractors who violate the policy may be denied access to the University campus.

**INSURANCE:** Upon award, successful Bidder must submit proof of automobile bodily injury liability insurance with limits of not less than $1,000,000 per person and $2,000,000 per accident, and property damage liability insurance with a limit of not less than $2,000,000 for each accident. Proof of workers compensation and commercial general liability coverage must also be provided. Information must be on ACORD certificate or company letterhead bearing signature of a company official, and include the carrier’s and agent’s names, policy number, effective date, and coverage amount, naming Towson University as additional insured.

**BUILDERS RISK INSURANCE:** The contractor shall carry, at his own expense, Builder's Risk Insurance for the full contract amount, insuring against the perils of Fire, Lighting, Extended Coverage Vandalism, and Malicious Mischief subject only to the minimum standard deductible currently filed by the Insurance Service Office with the State Insurance Department. The University will provide no coverage during the construction period.

The policy shall contain endorsements reading as follows:

- This policy also covers, as part of the provisional amount, the architects’, engineers’ and builders’ fees.
- Permission is hereby granted for occupancy, in whole or in part, pending acceptance by the owner.
- It is the intent of this insurance to cover, specifically, all the work being done under the contract between the insured and as to such work this policy shall be primary insurance and shall not contribute or claim contribution from any other insurance being carried, which by its terms, would also cover on the property covered hereunder in the absence of this insurance.
- Coverage afforded under this policy will not be canceled until at least fifteen (15) days prior written notice has been given to the Procurement Officer.

Certificates of insurance shall be submitted to the Procurement Officer for review and approval and shall be held by the University’s Procurement Department for the duration of the contract. The University shall have the absolute right to terminate the contract if the policy of insurance is canceled at any time for any reason and a new policy is not obtained by the contractor and approved by the Procurement Officer.

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

**RESERVATIONS:** The University reserves the right to reject any or all bids, award the contract in whole or in part, or to make no award, as its best interests may require.
MINORITY BUSINESSES ARE ENCOURAGED TO RESPOND

INCLUDED IN BID PACKAGE:
- Scope of Work
- Asbestos Bulk Sampling Report
- Lead Paint Inspection Report
- Drawings
- Bid/Price Proposal Form
- Exhibit A1 – EH&S Requirements
- Exhibit A2 – Required Contract Provisions for Construction & Maintenance
- Exhibit B – Bid/Proposal Affidavit
- Exhibit C – Contract Affidavit
- Exhibit F – Company Profile
- Exhibit G – Firm Experience
- Exhibit K – Addenda Acknowledgement

BID SUBMITTALS: The following items should be submitted:
- Bid/Price Proposal Form
- Exhibit F
- Exhibit G - Duplicate as necessary to furnish references for no less than three (3) comparable projects completed within the past five (5) years, or currently underway.
- Exhibit K (If applicable)

Prices quoted are valid for 90 days unless otherwise noted.

SUBMIT BIDS VIA FAX, REGULAR MAIL, E-MAIL OR HAND DELIVER (choose one method only):
- Fax - 410-704-8233, Attention to Victoria Nellis.
- Hand Deliver (or use a courier) to the *Campus Office Location, or mail to the Issuing Office Location (you must allow extra time if you plan to mail your bid). Indicate on the outside of the envelope the solicitation/project number, bid due date, and bidder’s name and address.
- Electronic Submittal – submit via e-mail as an attachment by the bid due date and time. The e-mail address in which to submit the bid is bids@towson.edu. This e-mail address is for the receipt and storage of authorized Bids ONLY. It is not monitored for any other type of correspondence. All other correspondence should be directed to the appropriate procurement representative per the instructions contained in this document. The project name and number must appear in subject line of email along with your company name.
TU-1946
Scope of Work
for
7800 York Road 1st & 2nd Floor Demolition

Part I. General
A. TU is seeking qualified Contractors to provide Towson University with Demolition Contractor services for removal and proper disposal of items listed in Part IV- Scope of Work, item C. on the first and second floor of the 7800 Building.

B. All work shall conform to all applicable codes and jurisdictional requirements as it relates to the demolition of all designated materials.

C. The 7800 Building at Towson University is located at 7800 York Road at southeast corner of campus at the corner of York Road and Cross Campus Drive.

D. Access to the 7800 Building can be made from York Road. Open top disposal container may be stored in the paved parking area directly across from the designated door for debris removal on the plan. Sidewalks to remain open for pedestrian use and shall remain free of obstructions and debris. Access is available in the rear of the building for the second floor demolition work. Demolition Contractor shall furnish and properly maintain portable toilets and locate them outside away from the building.

Part II. Schedule
A. Demolition shall start on or about March 16, 2019 and be completed prior to April 6, 2019.

B. Demolition Contractor is responsible for determining lead time required for any items that require special order or are expected to have long lead times within the time constraints specified in Part II- Schedule.

Part III. References:
A. All work accomplished under this contract shall be done in accordance with the current Towson University Design Guidelines and Construction Standards. The Demolition Contractor is responsible for reviewing this document and determining what contents affect the proposed work. Where these documents are in conflict with best design and construction practices, confer with OFM for resolution.

B. Site Investigation – The Demolition Contractor is responsible for thoroughly investigating the rooms and spaces to determine existing utility locations and overall existing conditions that are in the area of the proposed work. This is mandatory.

C. Lead and Asbestos survey reports for 7800 Building are being furnished in this solicitation. If any lead or asbestos containing materials are thought to be present, the Demolition Contractor shall inform the TU Project Manager. TU OPS will furnish an abatement contractor if necessary.
Part IV. Scope of Services

A. Demolition Contractor shall provide all necessary materials, equipment and services to complete required demolition of the space and associated components in the timeframe indicated in the schedule (Part II) as depicted on the drawings.

B. Demolition Contractor is responsible for establishing all quantities and measurements to accomplish this work.

C. The proposed work under the contract includes, but is not limited to:

1. All areas of work shall be sectioned off by the Demolition Contractor by means of barricades to prevent the general public from entering those zones during demolition. Provide appropriate signs as required by owner to direct general public around the demolition area. The Demolition Contractor is fully responsible for the ongoing safety of the public at all times. Demolition Contractor responsible for preventing dust migration from demolition into other areas of the building. Use of filters, plastic screens, walk-off mats and other methods as appropriate. All work shall be accomplished maintaining clean conditions at all times. When performing demolition that creates dust and dust migration, provide a negative air environment and portable HEPA filter equipment. Coordinate with the owner to close off HVAC or exhaust inlets during demolition times.

2. Demolition Contractor shall coordinate demolition activities with Towson University Project Manager with other university construction and activities scheduled during the same timeframe.

3. Remove demolished materials immediately from the building to an acceptable steel container (roll off type) or contractor vehicle provided by the Demolition Contractor. Demolition Contractor vehicles used for demolition removal are not permitted to remain overnight on campus property. Maintain cleanliness around the container and vehicles at all times. The contents of the container shall not exceed the top surface of the container. All demolished materials shall be legally disposed of off campus. Provide protection for all floors and walls when transporting materials through the building.

4. Dispose of all demolished and waste materials off campus in a legal manner. Contractor shall meet LEED BD+C requirements (75% recycling rate) for mixed construction materials. Contractor shall provide a LEED report with materials and quantities at the conclusion of project.

5. Remove all existing partition walls, column enclosures, casework, kitchen equipment, ceilings, carpet, ceramic floor tile and lighting within the limits of demolition indicated on plan.

6. All electrical service panels must be “made safe” prior to start of demolition. Contractor shall confirm no disruption to power in adjacent spaces or other floors. Temporary lighting will be the responsibility of
the demolition contractor. Pull all outlets and lighting circuits back to the nearest junction box. Data and telecom to be removed and coiled above ceiling line.

7. Furnish and install all materials to build temporary barricades and exit doors (See detail on drawing D1). Provide and install exit signs in appropriate locations.

D. Demolition Contractor shall meet with the TU Fire Safety Manager and a representative from TU's Fire Alarm Inspection, Testing and Maintenance Contractor BFPE to review the space prior to the start of any demolition.
July 18, 2018

Towson University
8000 York Road
Towson, MD 21252
Attn: Mr. Gregg Wood

Asbestos Bulk Sampling – 7800 York Road – Bill Bateman’s Bistro
ATI Job 18-485

Dear Mr. Wood:

On July 16, 2018, ATI, Inc.’s licensed asbestos inspectors conducted bulk sampling of suspect materials in a space formally occupied by Bill Bateman’s Bistro, located at 7800 York Road, Towson, Maryland 21252. ATI’s inspectors performed destructive sampling on 19 suspect asbestos-containing materials.

**Inspection Methodology**

**Asbestos-Containing Materials**

ATI performed an inspection of suspect asbestos-containing building materials in the space formally occupied by Bill Bateman’s Bistro. It is ATI’s understanding that the space will soon undergo renovation. ATI collected two to three samples of each suspect asbestos-containing material. Each sample was put into a sample bag and assigned a sample number. The sample number and description were written onto a laboratory chain-of-custody and submitted with the samples for analysis at EMSL Analytical, Inc., an accredited laboratory in Beltsville, Maryland (NVLAP Accreditation 200293-0).

A total of 50 samples were submitted to EMSL for Polarized Light Microscopy analysis via EPA Method 600/R-93/16 to determine if asbestos was present. According to the EPA, 40 CFR 763.83, asbestos-containing material is a material that contains greater than one percent asbestos by weight (>1.0%).

Where possible, penetrations were made in walls and ceilings to identify suspect materials. Because of the limited nature of the investigation, it was not possible to access and observe all spaces behind walls and above ceilings. If suspect materials in addition to those listed in the report are identified during demolition, they should be sampled and analyzed for asbestos content before being disturbed.

**Asbestos Inspection Findings**

Laboratory analysis showed that none of the materials tested positive for asbestos. The table below shows materials that were analyzed for asbestos content.

**Table 1: Suspect Asbestos-Containing Materials, Bill Bateman’s Bistro, 7800 York Road**

<table>
<thead>
<tr>
<th>Material Description</th>
<th>Sample ID</th>
<th>Asbestos Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gray Duct Sealant</td>
<td>18-485-1A</td>
<td>None detected</td>
</tr>
<tr>
<td></td>
<td>18-485-1B</td>
<td></td>
</tr>
<tr>
<td>Off-white Spray-On Fire Proofing on I-Beams</td>
<td>18-485-2A</td>
<td>None detected</td>
</tr>
<tr>
<td></td>
<td>18-485-2B</td>
<td></td>
</tr>
<tr>
<td></td>
<td>18-485-2C</td>
<td></td>
</tr>
<tr>
<td>Textured Ceiling on Drywall, Main Restaurant</td>
<td>18-485-3A</td>
<td>None detected</td>
</tr>
<tr>
<td></td>
<td>18-485-3B</td>
<td></td>
</tr>
<tr>
<td></td>
<td>18-485-3C</td>
<td></td>
</tr>
<tr>
<td>Drywall and Joint Compound on First Floor</td>
<td>18-485-4A</td>
<td>None detected</td>
</tr>
<tr>
<td></td>
<td>18-485-4B</td>
<td></td>
</tr>
<tr>
<td>Material Description</td>
<td>Sample ID</td>
<td>Asbestos Content</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Linoleum Flooring in Office</td>
<td>18-485-5A, 18-485-5B</td>
<td>None detected</td>
</tr>
<tr>
<td>2'x4' Gypsum Board Ceiling Tiles</td>
<td>18-485-6A, 18-485-6B</td>
<td>None detected</td>
</tr>
<tr>
<td>Black Sealant on Bar Top</td>
<td>18-485-7A, 18-485-7B</td>
<td>None detected</td>
</tr>
<tr>
<td>Green Sealant on Metal Ducts</td>
<td>18-485-8A, 18-485-8B</td>
<td>None detected</td>
</tr>
<tr>
<td>Fire Door Insulation</td>
<td>18-485-B1A, 18-485-B1B</td>
<td>None detected</td>
</tr>
<tr>
<td>White 2'x4' Ceiling Tile with Gouges</td>
<td>18-485-B3A, 18-485-B3B</td>
<td>None detected</td>
</tr>
<tr>
<td>Drywall and Joint Compound in Basement</td>
<td>18-485-B4A, 18-485-B4B</td>
<td>None detected</td>
</tr>
<tr>
<td>Floor Leveling Compound</td>
<td>18-485-B5A, 18-485-B5B</td>
<td>None detected</td>
</tr>
<tr>
<td>Carpet Mastic</td>
<td>18-485-B6A, 18-485-B6B</td>
<td>None detected</td>
</tr>
<tr>
<td>Fire Stop</td>
<td>18-485-B7A, 18-485-B7B</td>
<td>None detected</td>
</tr>
<tr>
<td>Paper Packing in Expansion Joint</td>
<td>18-485-B8A, 18-485-B8B</td>
<td>None detected</td>
</tr>
<tr>
<td>Paper Wrap on Fiber Glass Pipe Insulation</td>
<td>18-485-B9A, 18-485-B9B</td>
<td>None detected</td>
</tr>
<tr>
<td>Stair Tread Mastic</td>
<td>18-485-B10A, 18-485-B10B</td>
<td>None detected</td>
</tr>
<tr>
<td>Two-Coat Ceiling Plaster</td>
<td>18-485-B11A, 18-485-B11B</td>
<td>None detected</td>
</tr>
</tbody>
</table>

The laboratory report (EMSL Order ID 191808538) for this analysis follows this letter. We appreciate the opportunity to conduct industrial hygiene services for Towson University. Please contact us with questions at any time.

Best regards,

Patrick Rush
Industrial Hygienist
# Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

## Sample Descriptions and Results

<table>
<thead>
<tr>
<th>Sample</th>
<th>Description</th>
<th>Appearance</th>
<th>% Fibrous</th>
<th>% Non-Fibrous</th>
<th>Asbestos % Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>GRAY DUCT SEALANT</td>
<td>Gray Non-Fibrous</td>
<td>100%</td>
<td>Non-fibrous (Other)</td>
<td>None Detected</td>
</tr>
<tr>
<td>1B</td>
<td>GRAY DUCT SEALANT</td>
<td>Gray Non-Fibrous</td>
<td>100%</td>
<td>Non-fibrous (Other)</td>
<td>None Detected</td>
</tr>
<tr>
<td>2A</td>
<td>OFF-WHITE SPRAY ON</td>
<td>Gray/White</td>
<td>5% Cellulose 40% Min. Wool</td>
<td>10% Quartz 30% Ca Carbonate 10% Perlite 5% Non-fibrous (Other)</td>
<td>None Detected</td>
</tr>
<tr>
<td>2B</td>
<td>OFF-WHITE SPRAY ON</td>
<td>Gray/White</td>
<td>5% Cellulose 30% Min. Wool</td>
<td>10% Quartz 35% Ca Carbonate 10% Perlite 10% Non-fibrous (Other)</td>
<td>None Detected</td>
</tr>
<tr>
<td>2C</td>
<td>OFF-WHITE SPRAY ON</td>
<td>Gray/White</td>
<td>5% Cellulose 30% Min. Wool</td>
<td>10% Quartz 35% Ca Carbonate 10% Perlite 10% Non-fibrous (Other)</td>
<td>None Detected</td>
</tr>
<tr>
<td>3A</td>
<td>TEXTURE CEILIN ON DRYWALL</td>
<td>Tan/White/Various</td>
<td>45% Ca Carbonate 30% Perlite 25% Non-fibrous (Other)</td>
<td>None Detected</td>
<td></td>
</tr>
<tr>
<td>3B</td>
<td>TEXTURE CEILIN ON DRYWALL</td>
<td>Tan/White/Various</td>
<td>45% Ca Carbonate 30% Perlite 25% Non-fibrous (Other)</td>
<td>None Detected</td>
<td></td>
</tr>
<tr>
<td>3C</td>
<td>TEXTURE CEILIN ON DRYWALL</td>
<td>Tan/White/Various</td>
<td>45% Ca Carbonate 30% Perlite 25% Non-fibrous (Other)</td>
<td>None Detected</td>
<td></td>
</tr>
<tr>
<td>4A</td>
<td>DRYWALL &amp;JC 1ST FLOOR</td>
<td>White Non-Fibrous</td>
<td>12% Mica 88% Non-fibrous (Other)</td>
<td>None Detected</td>
<td></td>
</tr>
<tr>
<td>4B</td>
<td>DRYWALL &amp;JC 1ST FLOOR</td>
<td>Brown/Gray</td>
<td>10% Cellulose 65% Gypsum 25% Non-fibrous (Other)</td>
<td>None Detected</td>
<td></td>
</tr>
<tr>
<td>5A</td>
<td>LINOLEUM FLOORING</td>
<td>Tan/White/Various</td>
<td>100% Non-fibrous (Other)</td>
<td>None Detected</td>
<td></td>
</tr>
<tr>
<td>5B</td>
<td>LINOLEUM FLOORING</td>
<td>Tan/White/Various</td>
<td>100% Non-fibrous (Other)</td>
<td>None Detected</td>
<td></td>
</tr>
<tr>
<td>6A</td>
<td>GYPSUM BOARD 2x4 CT</td>
<td>Brown/Gray</td>
<td>10% Cellulose 65% Gypsum 25% Non-fibrous (Other)</td>
<td>None Detected</td>
<td></td>
</tr>
<tr>
<td>Sample</td>
<td>Description</td>
<td>Appearance</td>
<td>% Fibrous</td>
<td>% Non-Fibrous</td>
<td>Asbestos % Type</td>
</tr>
<tr>
<td>----------</td>
<td>-----------------------------------</td>
<td>---------------------</td>
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<td>----------------</td>
</tr>
<tr>
<td>6B</td>
<td>GYPSUM BOARD 2x4 CT</td>
<td>Brown/Gray</td>
<td>10% Cellulose</td>
<td>65% Gypsum</td>
<td>None Detected</td>
</tr>
<tr>
<td>7A</td>
<td>BLACK SEALANT ON BAR TOP</td>
<td>Various/Black</td>
<td>Non-Fibrous</td>
<td>100% Non-fibrous (Other)</td>
<td>None Detected</td>
</tr>
<tr>
<td>7B</td>
<td>BLACK SEALANT ON BAR TOP</td>
<td>Various/Black</td>
<td>Non-Fibrous</td>
<td>100% Non-fibrous (Other)</td>
<td>None Detected</td>
</tr>
<tr>
<td>8A</td>
<td>GREEN SEALANT ON METAL DUCTS</td>
<td>Gray</td>
<td>Non-Fibrous</td>
<td>100% Non-fibrous (Other)</td>
<td>None Detected</td>
</tr>
<tr>
<td>8B</td>
<td>GREEN SEALANT ON METAL DUCTS</td>
<td>Gray</td>
<td>Non-Fibrous</td>
<td>100% Non-fibrous (Other)</td>
<td>None Detected</td>
</tr>
<tr>
<td>B1A</td>
<td>FIRE DOOR INSUL.</td>
<td>Gray/White</td>
<td>15% Glass</td>
<td>30% Quartz</td>
<td>None Detected</td>
</tr>
<tr>
<td>B1B</td>
<td>FIRE DOOR INSUL.</td>
<td>Gray/White</td>
<td>15% Glass</td>
<td>30% Quartz</td>
<td>None Detected</td>
</tr>
<tr>
<td>B2A</td>
<td>FIRE DOOR INSUL.</td>
<td>Gray/White</td>
<td>15% Glass</td>
<td>30% Quartz</td>
<td>None Detected</td>
</tr>
<tr>
<td>B2B</td>
<td>WHITE 2x4 CT W/ PINHOLES</td>
<td>Gray/White</td>
<td>30% Cellulose</td>
<td>30% Perlite</td>
<td>None Detected</td>
</tr>
<tr>
<td>B2C</td>
<td>WHITE 2x4 CT W/ PINHOLES</td>
<td>Gray/White</td>
<td>30% Cellulose</td>
<td>30% Perlite</td>
<td>None Detected</td>
</tr>
<tr>
<td>B3A</td>
<td>WHITE 2x4 CT W/ GOUGES</td>
<td>Gray/White</td>
<td>30% Cellulose</td>
<td>30% Perlite</td>
<td>None Detected</td>
</tr>
<tr>
<td>B3B</td>
<td>WHITE 2x4 CT W/ GOUGES</td>
<td>Gray/White</td>
<td>30% Cellulose</td>
<td>30% Perlite</td>
<td>None Detected</td>
</tr>
<tr>
<td>B3C</td>
<td>WHITE 2x4 CT W/ GOUGES</td>
<td>Gray/White</td>
<td>30% Cellulose</td>
<td>30% Perlite</td>
<td>None Detected</td>
</tr>
<tr>
<td>B4A-Joint Compound</td>
<td>DRYWALL &amp; JC THROUGHOUT BASEMENT</td>
<td>White</td>
<td>12% Mica</td>
<td>88% Non-fibrous (Other)</td>
<td>None Detected</td>
</tr>
<tr>
<td>B4A-Drywall</td>
<td>DRYWALL &amp; JC THROUGHOUT BASEMENT</td>
<td>Brown/Gray</td>
<td>10% Cellulose</td>
<td>65% Gypsum</td>
<td>None Detected</td>
</tr>
<tr>
<td>B4B-Joint Compound</td>
<td>DRYWALL &amp; JC THROUGHOUT BASEMENT</td>
<td>White</td>
<td>12% Mica</td>
<td>88% Non-fibrous (Other)</td>
<td>None Detected</td>
</tr>
<tr>
<td>B4B-Drywall</td>
<td>DRYWALL &amp; JC THROUGHOUT BASEMENT</td>
<td>Brown/Gray</td>
<td>10% Cellulose</td>
<td>65% Gypsum</td>
<td>None Detected</td>
</tr>
<tr>
<td>B5A</td>
<td>FLOOR LEVELING COMPOUND</td>
<td>White/Various/Yellow</td>
<td>2% Cellulose</td>
<td>30% Quartz</td>
<td>None Detected</td>
</tr>
</tbody>
</table>

Initial report from: 07/18/2018 11:14:34
## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

### Non-Asbestos

<table>
<thead>
<tr>
<th>Sample</th>
<th>Description</th>
<th>Appearance</th>
<th>% Fibrous</th>
<th>% Cellulose</th>
<th>% Non-Fibrous</th>
<th>Asbestos</th>
</tr>
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<tbody>
<tr>
<td>B5B</td>
<td>FLOOR LEVELING COMPOUND</td>
<td>White/Various/Yellow</td>
<td>4%</td>
<td>30% Quartz</td>
<td>15% Ca Carbonate, 51% Non-fibrous</td>
<td>None Detected</td>
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<tr>
<td></td>
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<td>B5C</td>
<td>FLOOR LEVELING COMPOUND</td>
<td>White/Various/Yellow</td>
<td>5%</td>
<td>30% Quartz</td>
<td>10% Ca Carbonate, 55% Non-fibrous</td>
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<td></td>
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<tr>
<td>B6A</td>
<td>CARPET MASTIC</td>
<td>White/Various/Yellow</td>
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<td>100%</td>
<td>Non-fibrous (Other)</td>
<td>None Detected</td>
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<tr>
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<td></td>
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<tr>
<td>B6B</td>
<td>CARPET MASTIC</td>
<td>White/Various/Yellow</td>
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<td>B6C</td>
<td>CARPET MASTIC</td>
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<tr>
<td>B7A</td>
<td>FIRE STOP</td>
<td>White/Red/Various</td>
<td>10%</td>
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<td>Non-fibrous (Other)</td>
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<tr>
<td>B8A</td>
<td>PAPER PACKING IN EXPANSION</td>
<td>Brown</td>
<td>95%</td>
<td>5%</td>
<td>Non-fibrous (Other)</td>
<td>None Detected</td>
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<tr>
<td></td>
<td>JOINT</td>
<td>Fibrous</td>
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<td>Homogeneous</td>
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<tr>
<td>B8B</td>
<td>PAPER PACKING IN EXPANSION</td>
<td>Brown</td>
<td>95%</td>
<td>5%</td>
<td>Non-fibrous (Other)</td>
<td>None Detected</td>
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<tr>
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<td>Fibrous</td>
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<td></td>
<td>Homogeneous</td>
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<td></td>
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</tr>
<tr>
<td>B9A</td>
<td>PAPER WRAP ON FG PI</td>
<td>Brown/Various/Silver</td>
<td>45%</td>
<td>55%</td>
<td>Non-fibrous (Other)</td>
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<td></td>
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<tr>
<td>B9B</td>
<td>PAPER WRAP ON FG PI</td>
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<td>55%</td>
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<td>Heterogeneous</td>
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<tr>
<td>B9C</td>
<td>PAPER WRAP ON FG PI</td>
<td>Brown/Various/Silver</td>
<td>40%</td>
<td>53%</td>
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</tr>
<tr>
<td>B10A</td>
<td>STAIR TREAD MASTIC</td>
<td>Brown</td>
<td></td>
<td>100%</td>
<td>Non-fibrous (Other)</td>
<td>None Detected</td>
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<tr>
<td>B10B</td>
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<td></td>
<td>100%</td>
<td>Non-fibrous (Other)</td>
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<tr>
<td>B11A</td>
<td>TWO-COAT PLASTER CEILING</td>
<td>White</td>
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<td>10%</td>
<td>Non-fibrous (Other)</td>
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<td></td>
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<td>45%</td>
<td>Ca Carbonate, 45% Non-fibrous (Other)</td>
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<td>TWO-COAT PLASTER CEILING</td>
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<td>10%</td>
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</tr>
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<td>45%</td>
<td>Ca Carbonate, 45% Non-fibrous (Other)</td>
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## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

<table>
<thead>
<tr>
<th>Sample</th>
<th>Description</th>
<th>Appearance</th>
<th>% Fibrous</th>
<th>% Non-Fibrous</th>
<th>Asbestos</th>
<th>% Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>B11C</td>
<td>TWO-COAT PLASTER CEILING</td>
<td>White</td>
<td>10% Quartz</td>
<td>45% Ca Carbonate</td>
<td>None Detected</td>
<td>Non-fibrous (Other)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Non-Fibrous</td>
<td></td>
<td></td>
<td></td>
<td>Homogeneous</td>
</tr>
</tbody>
</table>

---

Analyst(s):
William Chrobak (50)  
Joe Centifonti, Laboratory Manager or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Beltsville, MD NVLAP Lab Code 200293-0

Initial report from: 07/18/2018 11:14:34

Printed: 7/18/2018 11:14 AM
Asbestos Chain of Custody
EMSL Order Number (Lab Use Only): 191808538

Company: ATI Inc.
Street: 4221 Forbes Blvd
City: Lanham
State/Province: MD
Zip/Postal Code:
Country:
Report To (Name): PATRICK Rush
Email Address: patrick@atinc.com
Project Name/Number: 18-485 51st Street
U.S. State Samples Taken: MD

OrderID: 191808538

Turnaround Time (TAT) Options* – Please Check
☐ 3 Hour  ☐ 6 Hour  ☐ 24 Hour  ☐ 48 Hour  ☐ 72 Hour  ☐ 96 Hour  ☐ 1 Week  ☐ 2 Week

For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL’s Terms and Conditions located in the Analytical Price Guide.

PCM - Air  ☐ Check if samples are from NY
☐ NIOSH 7400
☐ w/OSHA 8hr. TWA

PLM - Bulk (reporting limit)
☑ PLM EPA 600/R-93/116 (<1%)
☐ PLM EPA NOB (<1%)

Point Count
☐ 400 (0.25%) ☐ 1000 (0.1%)
Point Count w/Gravimetric
☐ 400 (0.25%) ☐ 1000 (0.1%)

NYS 198.1 (Friable in NY)
☐ NYS 198.6 NOB (non-friable) NY
☐ NIOSH 9002 (<1%)

TEM - Air  ☐ 4-4.5hr TAT (AHERA only)
☐ AHERA 40 CFR, Part 763
☐ NIOSH 7402
☐ EPA Level II
☐ ISO 10312

TEM - Bulk
☐ TEM EPA NOB
☐ NYS NOB 198.4 (non-friable NY)
☐ Chatfield SOP
☐ TEM Mass Analysis-EPA 600 sec. 2.5

TEM - Water
☐ AHERA 100.2
Fibers >10um ☐ Waste ☐ Drinking
All Fiber Sizes ☐ Waste ☐ Drinking

TEM - Dust
☐ Microvac - ASTM D 5755
☐ Wipe - ASTM D6480
☐ Carpet Sonication (EPA 600/J-93/167)

Soil/Rock Vermiculite
☐ PLM CARB 435 - A (0.25% sensitivity)
☐ PLM CARB 435 - B (0.1% sensitivity)
☐ PLM CARB 435 - C (0.01% sensitivity)

TEM Qual. via Filtration Technique
☐ TEM Qual. via Drop-Mount Technique

Other:

☐ Check For Positive Stop – Clearly Identify Homogenous Group
Filter Pore Size (Air Samples): ☐ 0.8um  ☐ 0.45um

Samplers Name: PATRICK Rush
Samplers Signature: [Signature]

<table>
<thead>
<tr>
<th>Sample #</th>
<th>Sample Description</th>
<th>Volume/Area (Air)</th>
<th>Date/Time Sampled</th>
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</thead>
<tbody>
<tr>
<td>1A</td>
<td>Gray duct sealant</td>
<td></td>
<td>7/16</td>
</tr>
<tr>
<td>1B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2A</td>
<td>Off-white spray-or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3A</td>
<td>Texture ceiling on dry wall</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3B</td>
<td></td>
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<td>3C</td>
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Client Sample # (s):

Total # of Samples: 46

Relinquished (Client):
Date: 7/16

Received (Lab):
Date: 7/16

Comments/Special Instructions:

EMSL ANALYTICAL, INC.
10768 BALTIMORE AVE
BELTSVILLE, MD 20705
PHONE: (301) 937-5700
FAX: (301) 937-5701

Page 7 of 3
<table>
<thead>
<tr>
<th>Sample #</th>
<th>Sample Description</th>
<th>Volume/Area (Air)</th>
<th>Date/Time Sampled</th>
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<tbody>
<tr>
<td>4A</td>
<td>Drywall + QC 1st Floor</td>
<td></td>
<td>7/16</td>
</tr>
<tr>
<td>4B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5A</td>
<td>Linoleum flooring</td>
<td></td>
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</tr>
<tr>
<td>5B</td>
<td></td>
<td></td>
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<tr>
<td>6A</td>
<td>Gypsum board 2x4 CT</td>
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</tr>
<tr>
<td>6B</td>
<td></td>
<td></td>
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<tr>
<td>7A</td>
<td>Black sealer on bar top</td>
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<td></td>
</tr>
<tr>
<td>7B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8A</td>
<td>Green sealer on metal ducts</td>
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<td>8B</td>
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<tr>
<td>B1A</td>
<td>Fire door insul.</td>
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<td>B1B</td>
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<tr>
<td>B2A</td>
<td>White 2x4 CT w/ pinholes</td>
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<td></td>
</tr>
<tr>
<td>B2B</td>
<td></td>
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<td></td>
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<tr>
<td>B2C</td>
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<tr>
<td>B3A</td>
<td>White 2x4 CT w/ gouges</td>
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</tr>
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<td>B3B</td>
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<td>B3C</td>
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<tr>
<td>B4A</td>
<td>Drywall 1st Floor + 7th floor dust</td>
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</tr>
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<td>B4B</td>
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<td>B5A</td>
<td>Floor leveling compound</td>
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</tr>
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<td>B5B</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>B5C</td>
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</tr>
<tr>
<td>B6A</td>
<td>Carpet mastic</td>
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*Comments/Special Instructions:
### Asbestos Chain of Custody

**OrderID:** 191808538  
**EMSL Order Number (Lab Use Only):** 19808538

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information.

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<thead>
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<th>Sample #</th>
<th>Sample Description</th>
<th>Volume/Area (Air)</th>
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<tbody>
<tr>
<td>B6B</td>
<td>carpet mastic</td>
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</tr>
<tr>
<td>B6C</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>B7A</td>
<td>Fire stop</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B7B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B8A</td>
<td>paper packing in expansion joint</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B8B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B9A</td>
<td>paper wrap on FG PT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B9B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B9C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B10A</td>
<td>stair tread mastic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B10B</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>B11A</td>
<td>two-coat plaster ceiling</td>
<td></td>
<td></td>
</tr>
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<td>B11B</td>
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<tr>
<td>B11C</td>
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*Comments/Special Instructions:

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Page 3 of 3 pages
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ATC

FOR ACCREDITATION UNDER TITLE II,
ACCREDITATION PLAN, 40 CFR PART 763, APPENDIX C TO SUBPART E,
THE PROVISIONS OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY MODEL
AN 8-HOUR ANNUAL REVIEW PROGRAM OF STUDY PRESENTED IN ACCORDANCE WITH

MANAGEMENT PLANNER REVIEW
ASBESTOS INSPECTOR

IN RECOGNITION OF SUCCESSFUL COMPLETION OF THE COURSE

PATRICK RUSH

AWARDED TO

CERTIFICATE OF ACHIEVEMENT

9231 Rumsey Road Columbia, MD 21045 (410) 381-0232
ATC GROUP SERVICES, LLC
EXPIRATION DATE
August 23, 2018

CLAYTON E. MILLER
Course Director

PRESENTED BY

ATC

EXAMINATION DATE
August 23, 2017

REVIEW
ASBESTOS INSPECTOR

FOR ACCREDITATION UNDER TSAC TITLE II
ACREDITATION PLAN, 40 CFR PART 763, APPENDIX C TO SUBPART E,
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A 4-HOUR ANNUAL REVIEW PROGRAM OF STUDY PRESENTED IN ACCORDANCE WITH

IN RECOGNITION OF SUCCESSFUL COMPLETION OF THE COURSE

DON SAMPARRIVA WANGASUNDARA

AWARDED TO

CERTIFICATE OF ACHIEVEMENT

2331 Ramsey Road Columbia, MD 21045 (410) 391-0232
ATC GROUP SERVICES, LLC
**Leadtec Services, Inc.**  
8841 Orchard Tree Lane  
Baltimore, MD 21286  
Phone # 410-321-7663  
Fax # 410-321-7666  
leadtec@leadtecservices.com  
Leadtecservices.com

**Bill To**  
Towson University  
Gregg Wood  
8000 York Road  
Towson, MD 21252-0001

<table>
<thead>
<tr>
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<th>Amount</th>
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<td>1,000.00</td>
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**Invoice**  
Date 8/2/2018  
Invoice # 7457  
Terms Net 30

Check should be made payable to:  
Leadtec Services, Inc.  
Federal ID #:52-1593525  
Total $1,000.00
Mr. Gregory Wood, Assistant Director
Environmental Health & Safety
Towson University
800 York Road
Towson, MD 21252
gwood@towson.edu

Re: Lead Survey - 7800 York Road, 1st Floor and Basement

Dear Mr. Wood:

Per our recent discussions, Leadtec Services, Inc. would be pleased to provide lead paint testing at the building located at the above referenced property. The goal of the testing is to determine the likelihood of the presence of lead-based paint on different component types likely to be disturbed during the renovation activities. Please note: this proposed testing is not a comprehensive inspection.

The testing will be conducted utilizing an RMD LPA-1 x-ray fluorescence analyzer (XRF). In the State of Maryland, lead-based paint is defined as paint with a lead content greater than 0.7 mg/cm² utilizing an XRF, or 0.5% lead by weight when analyzing a paint chip in the laboratory. These should not be considered health-based standards, however. Any lead in paint poses a potential hazard when that paint deteriorates, is sanded, scraped or burned, or when it is abraded.

Leadtec's proposal for this service will consist of testing painted, representative component types presently exposed on the interior of the first floor and basement level, by area usage, i.e., dining room area vs. bathrooms vs. kitchen areas, etc., and a report of the results. Fee for the above enumerated services would be a flat fee of $1000.00. This very competitive price assumes easy access into the areas to be surveyed when scheduled. In the event that any follow-up visits are required, Leadtec will bill at the rate of $125 per hour.

Please feel free to contact me should you have any questions. As always, thank you for considering Leadtec Services, Inc. for all of your lead testing needs.

Susan D. Kleinhammer
LEAD PAINT INSPECTION REPORT

REPORT NUMBER: S#04002 - 07/23/18 10:04

INSPECTION FOR: Towson University

PERFORMED AT: 7800 York Road
1st Floor & Basement
Baltimore, Maryland 21204

INSPECTION DATE: 07/23/18

INSTRUMENT TYPE: RMD
MODEL LPA-1
XRF TYPE ANALYZER
Serial Number: 04002

ACTION LEVEL: 0.8 mg/cm²

OPERATOR LICENSE: MD-05-130-01

SIGNED: Loukas Loukakis
#14652
Date: 7-24-2018
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Calibration Readings

--- End of Readings ---
DETAILED REPORT OF LEAD PAINT INSPECTION FOR: Towson University

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## Detailed Report of Lead Paint Inspection for Towson University

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---- End of Readings ----
The intent of this contract is to provide Towson University with general contractor services for demolition of existing partition walls, ceilings, lighting, carpet and doors and frames where indicated on plan. Electrical outlets and lighting to be removed back to nearest junction box. Data and telephone to be removed and coiled up above ceiling line.

Temporary exit door to be constructed during spring break.

Construction of barricade and demolition in this area must be performed and completed during the week of spring break March 16 - March 24.
BID/PRICE PROPOSAL FORM

BIDDER’S NAME: ____________________________________________________________

PROJECT TITLE: 7800 York Road 1st & 2nd Floor Demolition

PROJECT NUMBER: TU-1946

Failure to properly complete each blank may be cause for rejection of this proposal.

Having carefully examined all of the solicitation documents for the above referenced project and ADDENDA NUMBER(S) being collectively referred to as the Contract Documents, and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, materials and equipment required by the said documents for the entire work, all in strict accordance with the Contract Documents, for the sum of:

TOTAL COST OF PROJECT

BASE BID ________________________________________________________________ $ __________________________

Words Numbers

If the undersigned is notified by the Procurement Officer/Representative of the acceptance of the bid within 90 days after the bid date, Contractor agrees to guarantee the completion of this work as specified in the Contract Documents.

Firm License Number (If Applicable) Date Issued Place of Issuance

Minority Business Enterprises:

The undersigned certifies that the Bidder:

_____ IS NOT a Certified Minority Business Enterprise.

_____ IS a Minority Business Enterprise (MBE), certified by the Maryland Department of Transportation, and assigned the following certification number: __________________________
The undersigned affirms, and it is a condition precedent to acceptance of this bid, that the bidder has not been a party to any agreement to bid a fixed or uniform price.

Company Name: __________________________
Address: ________________________________

Phone/Fax No.: __________________________
E-mail Address: __________________________
Federal Tax ID Number: ____________________

By: ______________________________________
   Signature of Officer or Authorized Agent

_______________________________
Printed Name

_______________________________
Title

Witness: ________________________________
EXHIBIT A-1
ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS

The Contractor must contact the TU’s Department of Environmental Health and Safety (EHS) (410-704-2949) immediately following any spill of a hazardous material in excess of one (1) quart.

1. Occupational Safety And Health Act (O.S.H.A.)
All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable US and Maryland Occupational Safety and Health Act standards.

2. Hazard Communication Standard
The Contractor will be responsible for advising all of its employees of their rights under the University's Hazard Communication Program, or more commonly referred to as the Right To Know (RTK) Program. The University will supply the vendor with sufficient copies of its Employee Safety Program (ESP) booklet which outlines this program. Each and every Contractor who physically works on campus shall be required to sign a form acknowledging the receipt of the ESP booklet and their rights/responsibilities pursuant to this program. The University's Department of Environmental Health and Safety is responsible for administering the RTK program and will handle all information regarding this program. Failure to adhere to the requirements of the RTK Program may result in implementation of punitive action such as the cancellation of the contract(s).

Pursuant to the provisions of the RTK Program, the Contractor will be responsible for the following:

a. Submission to the Contract Services Office and EHS of a complete list of all chemicals or chemical products to be used on the University's property. This listing shall include the chemical name, common name, manufacturer's name, quantity and location (building and room number) for each product. This listing shall be given to EHS by no later than two (2) weeks prior to the start of any work under this contract. Changes, additions, or deletions to the complete campus chemical list must be submitted in writing five (5) working days prior to the actual change occurring. All proposed changes must be approved in writing by EHS prior to the actual use of the new product on campus.

b. Submission to the Contract Services Office and EHS of the manufacturer's Material Safety Data Sheet (MSDS) for all chemicals or chemical products to be used or in use at the University. These MSDS must be delivered, no later than two (2) weeks prior to the start of any work under this contract. There must be a MSDS for every product in use or present on the campus unless exempted in writing by EHS. MSDS's for any changes or additions to the complete campus chemical list must be submitted five (5) working days prior to the actual change occurring. All proposed changes must be approved in writing by EHS prior to the actual use of the new product on campus. The University, through EHS, reserves the right to order a change in the use, storage, or method of handling of any chemical/chemical product that it feels poses an unreasonable hazard to the University's community.

NOTE: In the absence of the original manufacturer's MSDS, EHS will accept a generic equivalent as long as a letter from the Contractor stating that the original is not available is attached.

c. The Contractor must warrant in writing to Towson University's Contract Administrator that all employees have been trained and will continue to be trained in the proper and safe storage, handling, use and disposal of all chemicals/chemical products in use.

d. The Contractor agrees to obey and follow all local, state, and federal regulations regarding the storage, handling, use and disposal of all chemicals/chemical products. The Contractor agrees to properly dispose of all regulated waste in accordance with all applicable regulations and to make available to EHS all records necessary to support such activity.

3. Asbestos
The Contractor is responsible for training and equipping all personnel concerning work in asbestos environments as applicable. They must be trained as prescribed by COMAR 26.11.21. All new employees must be trained within 30 days after they are hired by the Contractor. An initial report on all employees as to their asbestos training will be presented to the Contract Administrator within the first 90 days of the Contract and updated on a monthly basis. Thereafter, failure to comply with this requirement would place the Contractor in default status.

4. Lead Paint
The Contractor is responsible for training and equipping all personnel concerning work in lead paint containing environments as applicable. Employees must be trained as required within 60 days of contract commencement and all new employees must be trained within 30 days after they are hired by the Contractor. This training will be provided by the Contractor at no additional cost to this contract or the University. An initial report on all employees as to their lead paint training will be presented to the Contract Administrator within the first 90 days of this contract and updated on a monthly basis. Thereafter, failure to comply with this requirement would place the Contractor in default status.

5. Fire Safety
The Contractor agrees to comply with and follow all local, state, federal and University regulations regarding fire safety. It is the Contractor's sole responsibility to become familiar with all of the applicable regulations and policies. Copies of the University's policies and procedures are available from EHS.

The Contractor will be responsible for the following:

a. To provide all of its employees with sufficient training to ensure that they are fully aware of all pertinent regulations and policies in effect regarding fire safety.

b. To ensure that all of its employees are aware of and react to the University's Emergency Procedures including, but not limited to, fire
drills and evacuations. All employees must be instructed on the proper personnel to call to report an emergency.

c. All portable electrical devices including extension cords should be disconnected at the completion of the work assigned. All electrical equipment must be approved by Underwriters Laboratory and maintained in good working order. Under no circumstances shall damaged electrical equipment be utilized on this campus.

d. After pulling the fire alarm, evacuate the building to a safe location and contact the University Police by dialing extension 42133 immediately. If using a pay phone, dial 911 direct.

e. SMOKING IS NOT ALLOWED IN ANY OF THE BUILDINGS. Any employee of the Contractor, who wishes to smoke during a designated break, must do so outside.

The Contractor is responsible for fully complying with TU Hot Works Permitting Program. A Hot Works Permit is required any time a Contractor is doing any work on campus involving an actual or potential source of ignition (e.g., arc or gas welding, torch cutting, brazing, open flame soldering, grinding, fired space heaters, etc.); or may potentially cause the activation of a building fire alarm system; or may cause building occupants to notify emergency response agencies about the smell of smoke, heat, etc.

Hot Works Permits are issued prior to the start of the work by EHS at 410-704-2949.

The Contractor assumes all responsibility for any work delays associated with noncompliance with the Hot Works Permit Program.

6. Bloodborne Pathogens
The Contractor will be responsible for providing the required training dealing with occupational exposure to bloodborne pathogens. Employees who have received this training may be required to perform services in areas where they may be at risk of exposure to blood or other potentially infectious materials. Some responsibilities will include collection of domestic trash in areas that generate special medical waste, regular cleaning in these areas and spill response for accidents that occur on campus that involve blood. Employees must be informed on the potential hazards present in these areas and the proper protective measures that can be taken to prevent exposure. EHS is available to provide more information concerning the areas on campus where personnel are at risk of exposure.

7. Confined Space Entry
The Contractor agrees to comply with all local, state and federal regulations pertaining to the entry into confined spaces. The Contractor is responsible for contacting the TU's Contract Services Manager in the Department of Facilities Management for the location of all campus-confined spaces and for identifying any confined space hazards prior to entry into a confined space. The Contractor is responsible for ensuring his/her workers and Subcontractors are adequately trained in confined space entry procedures in accordance with OSHA 1910.146, Permit Required Confined Spaces for General Industry. The Contractor will provide the Contract Administrator with a written copy of their Confined Space Entry Plan (CSEP) for review and approval at least 5 working days in advance of the planned entry. Prior to work commencements, the Contractor will also certify in writing that all of his/her workers and Subcontractors have been trained in accordance with OSHA 1910.146, Permit Required Confined Spaces for General Industry. This certification will list all employees working on campus by name and social security number.

If the Contractor's CSEP is approved, the Contractor may utilize his/her CSEP for entering into campus confined spaces. If disapproved, or if the Contractor does not have a written CSEP, the Contractor will comply with the University's CSEP. Until such time as the Contractor provides written certification that all of his/her employees and Subcontractor employees working on campus have been adequately trained in confined space entry procedures, entry in TU confined spaces is strictly forbidden. Questions concerning TU CSEP should be directed to EHS.

The Contractor assumes all responsibility for any work delays associated with noncompliance with confined space regulations.

8. Respiratory Protection
The Contractor agrees to comply with all local, state and federal regulations pertaining to the use of respiratory protection equipment. It is the Contractor's responsibility to ensure their workers are provided and wearing the appropriate respiratory protection device suitable to the hazard.

The Contractor will provide the Contract Administrator with a written copy of their Respiratory Protection Plan (RPP) for review and approval at least 5 workdays in advance of the planned entry. If approved, the Contractor may utilize his/her RPP while on campus. If disapproved, or if the Contractor does not have a written RPP, the Contractor will comply with the University's RPP. Questions concerning TU RPP should be directed to EHS at 410-704-2949.

The Contractor assumes all responsibility for any work delays associated with noncompliance with respiratory protection regulations.

9. Waste Disposal
The Contractor is responsible for the removal and disposal of all non-hazardous waste products generated from his/her work on campus. All non-hazardous waste materials generated by the Contractor shall be removed from campus (unless otherwise specified) and disposed of in accordance with all applicable federal, state and county laws and regulations. The University reserves the right to require the use of a TU Non-Hazardous Waste Manifest for transport off campus of any University non-hazardous waste. The University also reserves the right to approve or disapprove the facility(ies) the Contractor utilizes for disposal of any University non-hazardous wastes (as necessary). All costs will be borne by the Contractor for the disposal of all hazardous or non-hazardous wastes, unless otherwise specified in the contract.

Under no circumstances is any Contractor's generated hazardous waste to be disposed of on campus. The Contractor is responsible for the removal and proper disposal of all his/her hazardous waste, in accordance with all applicable federal, state and county laws and regulations. Contractor's generated hazardous waste is waste resulting from their operations/equipment on campus when using Contractor owned/supplied materials/chemicals. Disposal costs for this will be borne solely by the Contractor.

The University routinely performs wastewater monitoring in accordance with its Industrial Wastewater Discharge Permit and routinely screens campus discharges for hazardous wastes. The Contractor will be held liable for any assessed penalties attributable to the improper discharge of hazardous wastes from campus facilities.

Contracts that require Contractors to transport and/or dispose of regulated hazardous materials (i.e., hazardous wastes) owned and/or generated by Towson University will be disposed of by Towson University Environmental Health & Safety utilizing existing University hazardous waste disposal contractors. The Contractor should contact EHS as soon as the hazardous wastes have been identified to coordinate the disposal.
All transportation and disposal costs will be paid by Towson University and then back charged to the Contractor.

Any questions concerning the disposal of hazardous or non-hazardous waste should be directed to EHS at 410-704-2949.

10. The Control of Hazardous Energy Source (Lock Out/Tag Out)
The Contractor agrees to comply with all local, state and federal regulations pertaining to the control of hazardous energy sources. The Contractor is responsible for insuring his/her workers and any Subcontractors are adequately trained in Lockout/Tagout procedures in accordance with OSHA 1910.147, The Control of Hazardous Energy Sources (Lock Out/Tag Out).

The Contractor will provide the Contract Administrator with a written copy of their Lock Out/Tag Out policy (LO/TO) and/or procedures for review and approval at least five (5) working days in advance of the commencement date of the contract. Prior to work commencement, the Contractor will certify in writing that all of his/her workers and Subcontractors have been trained in accordance with OSHA 1910.147. This certification will list all employees working on campus by name and social security number.

If the Contractor’s LO/TO is approved, the Contractor may utilize their LO/TO for work on hazardous energy sources. If disapproved, or if the Contractor does not have a written LO/TO, the Contractor will comply with TU LO/TO Policy/Procedures. Until such time as the Contractor provides written certification that all his/her employees and Subcontractors working on campus have been adequately trained in LO/TO procedures, work on hazardous energy sources is strictly forbidden. Questions concerning TU LO/TO Policy/Procedures shall be directed to EHS at 410-704-2949.

The Contractor assumes all responsibility for any work delays associated with noncompliance with the control of Hazardous Energy Sources regulations.

11. Wastewater/Sewer Discharge
The University’s Wastewater Discharge Permit strictly prohibits the disposal of waste chemicals and corrosives via the sanitary sewer system. NO waste chemicals (i.e., old, unused, excess, etc.), including, but not limited to, organic solvents and/or corrosives (pH less than or equal to 6 and greater than or equal to 10) will be disposed of on campus via the sanitary sewer system without advance written approval of the TU Department of Environmental Health & Safety (EHS). The Contractor shall submit MSDS’s for all waste chemicals they wish to dispose of in the sanitary sewer to EHS five (5) working days in advance for approval.

The University routinely performs wastewater monitoring in accordance with its Industrial Wastewater Discharge Permit and routinely screens campus discharges for waste chemicals and corrosives. The Contractor will be held liable for any assessed penalties attributable to the improper discharge of these materials from campus facilities.

The Contractor is subject to unannounced inspections of the chemicals their employees are using on campus. TU Department of Environmental Health & Safety will conduct these unannounced inspections.

12. Safety Training/Inspections/Meetings
The Contractor is responsible to notify the Contract Administrator five (5) working days in advance of the date, time and location of their monthly safety meeting.

13. Materials
No asbestos, lead, or PCB containing materials (0%) are to be utilized /installed on campus unless prior written approval has been received from the University’s Department of Environmental Health & Safety (410-704-2949).

14. Stormwater Pollution Prevention/Prohibition of Illicit Discharges
No person shall cause or contribute discharge directly or indirectly into the Towson University municipal storm drain system or watersways any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water.

Refer to 06-20.00 – University Policy on Stormwater Illicit Discharge Detection and Elimination for additional information.

No person may improperly store, handle, use or apply any pollutant in a manner that will cause its exposure to rainfall, runoff and discharge into the Towson University municipal stormwater drain system or campus watersways.

The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described:

a. The following discharges are exempt from discharge prohibitions:
   - water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wet-land flows, swimming pools (if dechlorinated - typically less than one PPM chlorine), fire-fighting activities, and any other water source not containing pollutants.

b. Any discharges specified in writing by Towson University Environmental Health & Safety as being necessary to protect public health and safety.

c. Dye testing only with required verbal notification to Towson University Environmental Health & Safety {410) 704-2949 or safety@towson.edu} prior to the time of the test.

d. The following discharges are exempt from discharge prohibitions: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wet-land flows, swimming pools (if dechlorinated - typically less than one PPM chlorine), fire-fighting activities, and any other water source not containing pollutants.

15. Prohibition of Illicit Connections
The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited. This prohibition expressly includes, without limitation, any illicit connections made in the past. This is regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. A person is considered to be in violation if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.
16. Notification of Spills or Illicit Discharges
Notwithstanding other requirements by law, as soon as any contractor has information regarding any known or suspected release of materials that result or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, campus waterways said person shall take all necessary steps to ensure the discovery, immediate containment, and cleanup of such release. In the event of a release of hazardous materials or upon observing an illicit environmental discharge immediately contact the Towson University Police Department (TUPD) at (410) 704-4444. In the event of a release of non-hazardous materials, notify Towson University Environmental Health & Safety in person or by phone [(410) 704-2949] or e-mail [safety@towson.edu] no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to Environmental Health & Safety, Towson University, 8000 York Road, Towson, MD 21252 within three business days of the phone notice.

17. Enforcement

a. Enforcement for student violators will follow the TU Office of Student Conduct and Civility Education Code of Student Conduct.

b. Enforcement for University employees (Faculty and Staff) shall follow the Towson University Policy for discipline or termination Policy No. 07.05.25 – Disciplinary Action for Employees.

c. Enforcement for Visitors (Non-TU Faculty, Staff, Students or Contractors)

d. Individuals or Contractors, depending on the nature and severity of the violation, may be referred to MDE for prosecution for violation of federal and state laws and regulations.

e. Any fines, penalties, environmental monitoring or remediation expenses, etc., resulting from the illicit discharge, will be violator’s responsibility.

f. During normal University business hours (Monday-Friday, 8am-4pm), contact EHS at (410) 704-2949 to report violations.

g. If the violator is still on the scene, they should also immediately contact TUPD at (410) 704-4444.

h. After normal duty hours, weekends and holidays, contact TUPD at (410) 704-4444 to report violations.
EXHIBIT A-2
REQUIRED CONTRACT PROVISIONS
CONSTRUCTION AND MAINTENANCE

The provisions contained in this exhibit will be incorporated and be a part of the contract entered into between Towson University and any contractors as a result of this procurement.

1. Affirmation - Contingent Fees
   The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding contingent fees in the form required by USM Procurement Policies and Procedures.

2. Affirmation - Debarment
   The Contractor shall submit with its bid/proposal a Procurement Affirmation in the form required by USM Procurement Policies and Procedures.

3. Affirmation Regarding Debarment of Related Entities
   The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding debarment of related entities in the form required by USM Procurement Policies and Procedures.

4. Affirmation - Non-Collusion
   The Contractor shall submit with its bid/proposal a Non-Collusion Affirmation in the form required by USM Procurement Policies and Procedures.

5. Affirmation Regarding Bribery Convictions
   The offeror warrants that neither it nor any of its officer, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding bribery convictions in the form required by University System of Maryland (USM) Procurement Policies and Procedures.

6. Affirmation Regarding Other Convictions
   The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding other convictions in the form required by USM Procurement Policies and Procedures.

7. Affirmation Regarding Sub-Contractors
   The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding debarment of sub-contractors in the form required by USM Procurement Policies and Procedures.

8. Affirmation - Drug and Alcohol Free Workplace
   The contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the contractor shall remain in compliance throughout the term of this contract.

9. Certification of Corporation Registration and Tax Payment
   The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding certification of corporation registration and tax payment in the form required by USM Procurement Policies and Procedures.

10. Affirmation - Financial Disclosure
    The Contractor shall submit with its bid/proposal a Financial Disclosure Affirmation in the form required by USM Procurement Policies and Procedures.

11. Affirmation - Political Contribution Disclosure
    The Contractor shall submit with its bid/proposal a Political Contribution Disclosure Affirmation in the form required by USM Procurement Policies and Procedures.

12. Contract Affidavit
    The successful bidder shall submit, prior to contract award, a Contract Affidavit in the form required by USM Procurement Policies and Procedures.

13. Affirmative Action
    The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland's Executive Order 01.01.1993.16.

14. Amendments and Modifications
    The contract documents, as defined within the contract, constitute the entire agreement between the parties hereto. All other communications between the parties prior to execution of the contract, whether written or oral, with reference to the subject matter of the contract are superseded by the agreement contained therein. No amendment of this contract shall be binding unless in writing and signed by the parties. Amendments may not significantly change the scope of the contract.

15. Civil Rights Act of 1964
    Contractors providing materials, equipment, supplies or services to the State under the contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.

16. Compliance with Laws
    The Contractor hereby represents and warrants that:
    a. It is qualified to do business in the State of Maryland, and that it will take such action, as from time to time hereafter, may be necessary to remain so qualified;
    b. It is not in arrears with respect to the payment of any monies and owing the State of Maryland, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract;
    c. It shall comply with all federal, State and local laws, ordinances applicable to its activities and obligations under the contract; and;
d. It shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under the contract.

17. Compensation and Method of Payment
Contractor agrees to include on the face of all invoices billed to the University, its Taxpayer Identification Number, which is the Social Security Number for individuals and sale proprietors and the Federal Employee Identification Number for all other types of organizations.

18. Confidentiality; dissemination of Information
Contractor shall not release any information related to services or performance of the services under this Contract, nor publish any final reports or documents without the prior written approval of the University. Contractor shall indemnify and hold harmless the State and the University, its officers, agents and employees from all harm which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by Contractor, its agents or employees.

19. Conflict of Interest Law
It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of State Government Article § § 15-501 et seq. of the Annotated Code of Maryland.

20. Contract Modifications and Changes
a. The procurement officer unilaterally may, at any time, without notice to the sureties, if any, by written order designed or indicated to be a change order, make any change in work within the general scope of the contract, including but not limited to changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the State-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

b. Any other written order or an oral order, including a direction, instruction, interpretation or determination, from the procurement officer that causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the procurement officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

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

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

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

f. Each contract modification or change order that affects contract price shall be subject to the prior written approval of the procurement officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.

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

21. Contractor's On-Site Representative
The Contractor is required to maintain on site at all times when the work is in progress on this project an individual who represents the Contractor, is responsible for the entire project, and can communicate in English with the University's representative.

22. Contractor's Invoices
Contractor shall include its Taxpayer Identification Number on the face of each invoice billed to the University. If a Purchase Order document is issued, the Purchase Order Number must be included.

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

24. Cost and Price Certification
The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

a. A negotiated contract, if the total contract price is expected to exceed $100,000 or a smaller amount set by the procurement officer; or

b. A change order or contract modification, expected to exceed $100,000 or a smaller amount set by the procurement officer.

c. The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

25. Default Delay and Time Extension
Termination for Default — Damages for Delay — Time Extensions

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

(2) If fixed and agreed liquidated damages are provided in the contract and if the State so terminates the Contractor’s right to proceed, the resulting damage shall consist of such liquidated damages until a reasonable time as may be required for final completion of the work together with any increased costs occasioned by the State in completing the work.

(3) If fixed and agreed liquidated damages are provided in the contract and if the State does not so terminate the Contractor’s right to proceed, the resulting damage shall consist of these liquidated damages until the work is completed or accepted.

(4) The Contractor’s right to proceed may not be so terminated nor the contractor charged with resulting damages if:

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

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

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

(6) The rights and remedies of the State provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(7) As used in paragraph (4)(a) of this clause, the term “subcontractors or suppliers” means subcontractors or suppliers at any tier.

26. Delivery and Acceptance

Delivery shall be made in accordance with the specifications. The University reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications may be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Vendors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

27. Disputes

a. This contract is subject to the USM Procurement Policies and Procedures.

b. Except as otherwise provided in this contract or by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.

c. As used herein, claim means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

d. Within 30 days after contractor knows or should have known of the basis for a claim relating to this contract, contractor shall file a written notice of claim with the procurement officer.

e. Contemporaneously with, or within 30 days after, the filing of a notice of claim, contractor shall submit the written claim to the procurement officer. If contractor so requests, the procurement officer, on conditions the procurement officer deems satisfactory to the unit, may extend the time in which contractor must submit the claim. An example of when a procurement officer may grant an extension includes situations in which the procurement officer finds that a contemporaneous or timely cost quantification following the filing of the notice of claim is impossible or impractical.

f. The claim shall set forth all the facts surrounding the controversy. Contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of the claim.

g. The procurement officer shall mail or deliver written notification of the final decision within:

(1) 90 days after the procurement officer receives the claim if the claim is an amount for which the Appeals Board accelerated procedure, set forth in COMAR 21.10.06.12, may be used;

(2) 180 days after the procurement officer receives the claim for a claim not covered under §G(1) of this regulation; or

(3) A longer period that the procurement officer and contractor agree to in writing.

h. The final decision may award a contract claim only for those expenses incurred not more than 30 days before contractor was initially required to have filed the notice of claim.

i. The procurement officer’s decision is the final action of the University. If the procurement officer fails to render a final decision within the time required, contractor may deem the failure to be a final decision not to pay the claim.

j. If the final decision grants the claim in part and denies the claim in part, the University shall pay contractor the undisputed amount. Payment of the partial claim is not an admission of liability by the University and does not preclude the University from recovering the amount paid if a subsequent determination modifies the final decision.

k. Contractor may file a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of notice of the decision.
I. Pending resolution of a claim, contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer’s decision.

26. Dissemination of Information
   a. During the term of the contract, the Contractor shall not release any information related to the services or performance of the services under the contract nor publish any final reports or documents without the prior written approval of the University.
   b. The Contractor shall indemnify and hold harmless the State and the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to the contract by the Contractor, its agents or employees.

29. EPA Compliance
   Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation.

The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards it may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remedying spills or releases of materials introduced onto the job site.

Depending on the nature of the contract, the additional environmental and safety provisions contained in Exhibit A-1 may also be required

30. FERPA
   The Parties agree to maintain the privacy and security of personally identifiable educational records and health information and to prevent disclosure in compliance with Federal laws.

   The Contractor agrees that in performing its obligations under this contract, the Contractor shall comply with all requirements of a non-affiliated third-party who receives a financial institution’s consumer or customer information, under the Gramm-Leach-Bliley Act of 1999 and applicable regulations thereto (the “GLB Act”) and other applicable federal and state consumer privacy acts, rules and regulations. Nonpublic personal information shall have the same meaning as that term is defined in the GLB Act.
   a. The Contractor agrees to disclose such nonpublic personal information for the sole purpose of facilitating the Contractor’s performance of its duties and obligations under the contract and will not disclose such nonpublic personal information to any other party unless such disclosure is (i) allowed by the GLB Act and consented to by the University, or (ii) compelled by law, in which case the Contractor will provide notice of such disclosure to the University.
   b. The Contractor represents and warrants that it will, for so long as it retains nonpublic personal information, implement and maintain in place the necessary information security policies and procedures for (i) protecting the confidentiality of such nonpublic personal information, (ii) protecting against any anticipated threats or hazards to the security or integrity of such nonpublic personal information, and (iii) protecting against the unauthorized access to or use of such nonpublic personal information. These terms apply to all subcontractors employed by the Contractor who perform work under the scope of the agreement.

If the Contractor’s price includes the cost of Contractor furnishing any other material, equipment, supplies, or other items in connection with the Contract, the Contractor shall pay the Maryland sales tax.

32. Incorporation by Reference
   The terms of this solicitation and any amendments thereto are made a part of this Contract.

33. Indemnification
   The University shall not assume any obligation to indemnify, hold harmless, or pay attorneys’ fees that may arise from or in any way be associated with the performance or operation of this agreement.

34. Inspection by the University
   The University may provide for inspection, at any time, of any part of the Contractor’s work, and of any of the materials, supplies or equipment which the Contractor may have on hand or in the building. The Contractor shall provide adequate cooperation with any inspector assigned by the University to permit the inspector to determine the Contractor’s conformity with these specifications and the adequacy of the work being performed.

35. Intellectual Property
   Contractor agrees to indemnify and save harmless the University, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by the contract.

36. I-9 Requirement
   Contractor warrants and represents that it is currently in compliance, and that during the term of the contract it will remain in compliance, with the Immigration Reform and Control Act of 1986, and that it will obtain original valid employment verification documentation from all its employees on a timely basis as required by law and regulation. This requirement also applies to all subcontractors hired by Contractor.

37. Insurance and Indemnification Provisions
   a. The Contractor shall defend, indemnify and save harmless the University System of Maryland, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, employees or agents, of the work covered by the contract.
   b. The Contractor shall secure, pay the premiums for, and keep in force until the expiration of the contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under the contract.
      (1) Commercial General Liability Insurance including all extensions
           $2,000,000 each occurrence;
           $2,000,000 personal injury;
           $2,000,000 products/completed operations;
           $2,000,000 general aggregate
      (2) Workmen’s Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
      (3) Owner’s, Landlord’s and Tenant’s and Contractor’s bodily injury liability insurance, with limits of not less than $500,000 for each person and $2,000,000 for each accident.
      (4) Property damage liability insurance with a limit of not less than $2,000,000 for each accident.
      (5) If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than $1,000,000 for each person and $2,000,000 for each accident, and property damage liability insurance, with a limit of not less than $2,000,000 for each accident.
   c. Each policy for liability protection, bodily injury or property damage must specifically name, on its face, the University System of Maryland as an additional named insured as respects operations under the contract and premises occupied by the Contractor provided, however,
with respect to the Contractor’s liability for bodily injury or property damage under items b(1) b(6) above, such insurance shall cover and not exclude Contractor’s liability for injury to the property of the University System and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.

d. Each insurance policy shall contain the following endorsements:
“it is understood and agreed that the Insurance Company shall notify in writing procurement officer forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy.” A certificate of each policy of insurance shall be furnished to the procurement officer. With the exception of Workmen’s Compensation, upon the request of the procurement officer, a certified true copy of each policy of insurance, including the above endorsement, manually countersigned by an authorized representative of the insurance company, shall be furnished to the procurement officer. A certificate of insurance for Workmen’s Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of contract award, the requested certificates and policies shall be delivered as directed by the procurement officer. Notices of policy changes shall be furnished to the procurement officer.

e. All required insurance coverages must be acquired from insurers authorized to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders’ rating of “A-” or better, and a financial size of “Class VII” or better in the latest edition of Best’s Insurance Reports.

38. Fire and Extended Coverage Insurance

a. Contractor shall carry, at its own expense, builder’s risk insurance for the full contract amount, insuring against the perils of fire, lightning, extended coverage vandalism, and malicious mischief subject only to the minimum standard deductible currently filed by the Insurance Service Office with the State of Maryland Insurance Department. The University will provide no coverage during the construction period.

b. The builder’s risk policy shall contain endorsements reading as follows:

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

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

c. Certificates of insurance shall be submitted to the Procurement Officer for review and approval prior to commencement of work, and shall be held for the duration of the contract. The University shall have the absolute right to terminate the contract if the policy of insurance is canceled at any time for any reason and a new policy is not obtained by Contractor and approved by the Procurement Officer.

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

39. Liquidated Damages

Time is an essential element of the contract and it is important that the work be vigorously prosecuted until completion.

For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders.

40. Local Conditions Covering Work

The Contractor shall cooperate with those in authority on the premises to prevent the entrance and exit of all workmen and/or others whose presence is forbidden or undesirable and in bringing, storing or removal of all materials and equipment, to observe all rules and regulations in force on the grounds, to avoid unnecessary dust or accumulated debris or the undue interference with the convenience, sanitation or routine of the University and to prevent the loss of, or damage to the property of the University and/or its employees. The Contractor shall repair any and all damage he may cause to the building or property, to the full satisfaction of the University.

41. Mandated Contractor Reporting of Suspected Child Abuse & Neglect

Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – Policy on the Reporting of Suspected Child Abuse & Neglect, as well as the University Procedures for Reporting Suspected Child Abuse and Neglect. The above-referenced USM/University Policy and Procedures are available in full at the following link: https://inside.towson.edu/generalcampus/tupolicies/documents/06-01.50%20Policy%20on%20the%20Reporting%20of%20SuspectedChild%20Abuse%20and%20Neglect.pdf, and are incorporated herein. The University reserves the right to terminate the contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of the University, termination is necessary to protect the safety and welfare of children who come into contact with the University community.

42. Maryland Law Prevails

The contract shall be governed by the laws of the State of Maryland. The parties agree that exclusive jurisdiction shall reside with the state and federal courts in the State of Maryland.

43. Non-Hiring of Employees

No employee of the State of Maryland, or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or affecting the subject matter of the contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State or any department, commission, agency or branch thereof.

44. Non-Discrimination

The Contractor will comply with all applicable Federal and State laws, rules and regulations involving non-discrimination on the basis of race, color, creed, religion, national origin, age, sex, political affiliation, marital status, veteran status, condition of disability, or other non-merit factor. In addition, Towson University’s policies, programs, and activities comply with federal and state laws and University System of Maryland regulations prohibiting discrimination on the basis of race, color, religion, age, national origin, sex, disability, and sexual orientation. Provisions for reasonable accommodations shall be made by the Contractor for handicapped applicants and qualified handicapped individuals.

45. Non-Visual Access

The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for ob!

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For purposes of this section, the phrase “equivalent access” means that the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

46. Ownership of Documents and Materials
The Contractor agrees that all documents and materials including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanical, artwork, and computations prepared by or for it under the terms of the contract shall at anytime during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by the contract. The University shall be the owner for purposes of copyright, patent or trademark registration.

47. Patents, Copyrights and Trade Secrets
a. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright which is proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.

b. Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the State due to such infringement and all attorneys’ fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph c.

c. If any products furnished by Contractor become, or in Contractor’s opinion are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the State the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item’s specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

48. Payment Bond
A payment bond is required for all construction contracts in excess of $100,000 in the amount equal to at least 100 percent of the contract price. The payment bond shall be delivered by the contractor to the State not later than the time the contract is executed. If a contractor fails to deliver the required payment bond, the contractor’s bid shall be rejected, its bid security shall be enforced, and award of the contract shall be made to the next lowest responsive and responsible bidder.

The required payment bond shall be in the State of Maryland form in effect at the time the contract is executed per COMAR 21.07.02.10B.

49. Performance Bond
A performance bond is required for all construction contracts in excess of $100,000 in the amount equal to at least 100 percent of the contract price. The performance bond shall be delivered by the contractor to the University not later than the time the contract is executed. If a contractor fails to deliver the required performance bond, the contractor’s bid shall be rejected, its bid security shall be enforced, and award of the contract may be made to the next lowest responsive and responsible bidder.

The required performance bond shall be in the State of Maryland form in effect at the time the contract is executed per COMAR 21.07.02.10A.

50. Payment of State Obligations
Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the University’s receipt of a proper invoice from the Contractor. Charges of late payment of invoices, other than as prescribed by Title 15, subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

51. Policies and Procedures
The USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

52. Responsibility of Contractor
a. The Contractor shall perform the services with that standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.

b. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under the contract.

53. Prompt Payment of Subcontractors
a. This contract and all subcontracts issued under this contract are subject to the provisions of State Finance and Procurement Article, §15-226, Annotated Code of Maryland. References to “undisputed amount”, “prime contractor”, “contractor” and “subcontractor” have the meanings stated in Section 6.2 a-d herein have the meanings state in COMAR 21.10.08.01.

b. A contractor shall promptly pay its subcontractors an undisputed amount to which a subcontractor is entitled for work performed under this contract within 10 calendar days after the contractor receives a progress payment or final payment for work under this contract.

c. If a contractor fails to make payment within the period prescribed in b., a subcontractor may request a remedy in accordance with COMAR 21.10.08.

d. A contractor shall include in its subcontracts for work under the contract, wording that incorporates the provisions, duties, and obligations of 6.1 a-d; State Finance and Procurement Article, §15-226, Annotated Code of Maryland; and COMAR 21.10.08.

54. Responsibility for Claims and Liability
The Contractor shall be responsible for all damage to life and property due to its activities or those of its agents or employees, in connection with the services required under the contract. Further, it is expressly understood that the Contractor shall indemnify and save harmless the University, its officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, including reasonable attorney’s fees and litigation expenses arising out of or resulting from the negligent performance of the services of the Contractor under the contract.

55. Responsibility for Damage
a. The Contractor shall repair and restore to its original condition any equipment, materials or surfaces damaged by its operations.

b. The Contractor shall be entirely responsible for any loss or damage to its own materials, supplies, and equipment, and to the personal property of its employees while they are in the building.

c. The Contractor shall be solely responsible for any damage to the building or its contents for any loss or damage to any property belonging to the University or the University employees when such loss or damage may be attributable to their actions or negligence or the actions or negligence of their employees.
56. Retainage
   a. This section shall apply if the contractor has furnished 100 percent payment security and 100 percent performance security. The contractor and each subcontractor at any tier shall incorporate the mandatory provisions outlined below in paragraphs b. through d. of this section, into each subcontract for work related to this contract.
   b. The contractor may not retain from any payment due a subcontractor a percent of the payment greater than the percent for retainage specified in the contract.
   c. A subcontractor at any tier may not retain from any payment due a lower tier subcontractor a percent of the payment greater than the percent of payments retained from the subcontractor.
   d. A contractor and a subcontractor are not prohibited, by this section from withholding an amount in addition to retainage if the contractor or subcontractor determines that a subcontractor’s performance under the subcontract provides reasonable grounds for withholding an additional amount.

57. Retention of Records
The Contractor shall retain and maintain all records and documents relating to the contract for a minimum period of four years after payment by the University of the final invoice and shall make them available for inspection and audit by the State of Maryland.

58. Set-Off
The University may deduct from and set off against any amounts due and payable to the Contractor any back-charges or damages sustained by the University by virtue of any breach of the contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

59. Site Investigation
The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the University, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The University assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the University.

60. Software Contracts:
As specifically provided by § 21-104, Commercial Law Article, Annotated Code of Maryland, the parties agree that this Agreement shall not be governed by the Uniform Computer Information Transactions Act (UCITA), Title 21 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time. This Agreement shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland.

Contractor agrees that as delivered to buyer, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically upon the occurrence of selected conditions, or manually on command of Contractor.

61. Specifications
All materials, equipment, supplies or services shall conform to Federal and State laws and regulations and to the specifications contained in the solicitation. No asbestos, lead, or PCB-containing materials (0%) are to be utilized/installed on campus unless prior written approval has been received from the University’s Department of Environmental Health & Safety (410-704-2949).

62. Subcontracting or Assignment
The benefits and obligations hereunder shall take effect and be binding upon the parties hereto and neither the contract nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the University.

63. Suspension of Work
The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University.

64. Tax Exemption
The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction of improvement to real property in performance of the Contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

65. Termination of Contract for Default
If the Contractor fails to fulfill its obligation under the contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished services provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. The term “damages” as used in this paragraph may include attorney's fees and litigation costs. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

66. Termination of Contract for Convenience
The performance of work under the contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with the contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
67. Termination of Multi-Year Contracts

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the contract succeeding the first fiscal period, the contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in the contract. The effect of termination of the contract hereunder will be to discharge both the Contractor and the State from future performance of the contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the contract. The State will notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of the contract for each succeeding fiscal period beyond the first.

68. Truth-In-Negotiation Certification

The Contractor by submitting cost or price information, including wage rates or other factual unit costs, certifies to the best of its knowledge, information and belief, that:

a. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;

b. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The State's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

c. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs."

69. Use of Contractor's Forms Not Binding on State

a. Except as provided in b., the use or execution by the State of any forms, orders, agreements, or other documents of any kind, other than the contract documents, used pursuant to or in the administration of any contract awarded by the State to Contractor, shall not bind the State to any of the terms and conditions contained therein except those provisions:

(1) generally describing, for the purposes of ordering: Equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the contract documents, prices; and

(2) not otherwise inconsistent with the contract documents.

b. Any such form, order, agreement or other document shall not vary, modify, or amend the terms and provisions of the contract documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:

(1) the document expressly refers to the particular document and provision of the contract documents being modified and plainly and conspicuously identifies any modification thereto as a modification:

(2) the document is executed on behalf of the State by the procurement officer; and

(3) execution of the document is approved by the procurement authority whose approval is required by law.

70. Variations in Estimated Quantities

Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in this contract, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the procurement officer before the date of final settlement of the contract, ascertain the facts and make the adjustment for extending the completion date as in his judgment the findings justify.
EXHIBIT B
BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and current positions and responsibilities with the business):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

C. AFFIRMATION REGARDING OTHER CONVICTIONS RETAINED

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1) - (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

___________________________________________________________

___________________________________________________________

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

___________________________________________________________

___________________________________________________________

___________________________________________________________

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (indicate reasons why the affirmations cannot be given without qualification):

F.   SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G.   AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business has:

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

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

H.   CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

I.   CONTINGENT FEES

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

J.   CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

   (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

   (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.
(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________


K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT: This Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: __________________________

By: ____________________________

(Print Name of Authorized Representative and Affiant)

(Signature of Authorized Representative and Affiant)

(Title of Authorized Representative and Affiant)
EXHIBIT C
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:
I am the _________________________________(title) and the duly authorized representative of _________________________________(business) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT: The business named above is a (X applicable items):

(1) ☐ Corporation ☐ domestic (i.e., organized in Maryland) or ☐ foreign;
(2) ☐ Limited Liability Co. ☐ domestic or ☐ foreign;
(3) ☐ Partnership ☐ domestic or ☐ foreign;
(4) ☐ Statutory Trust ☐ domestic or ☐ foreign;
(5) ☐ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: __________________________________________
Address: ____________________________________________________________

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: ________________________________________
Address: ____________________________________________________________

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with, Election Law Article, §§14-101 through 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State valued at $200,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

   (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

   (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business’s workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

   (c) Prohibit its employees from working under the influence of drugs or alcohol;

   (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

   (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

   (f) Establish drug and alcohol abuse awareness programs to inform its employees about:

      (i) The dangers of drug and alcohol abuse in the workplace;

      (ii) The business’s policy of maintaining a drug and alcohol free workplace;

      (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

      (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

   (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §(2)(b), above;

   (h) Notify its employees in the statement required by §(2)(b) above, that as a condition of continued employment on the contract, the employee shall:

      (i) Abide by the terms of the statement; and

      (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

   (i) Notify the procurement officer within 10 days after receiving notice under §(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

   (j) Within 30 days after receiving notice under §(2)(h)(ii) above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §(2)(a) through (j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated ________, 20____ and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

DATE: __________________________

BY: ____________________________________________________________________________

(Painted Name and Title of Authorized Representative and Affiant)

_________________________________________________________________________________

(Signature of Authorized Representative and Affiant)
EXHIBIT F
COMPANY PROFILE

COMPANY NAME: ____________________________________________________________

DATE OF INCORPORATION: ___________  STATE OF INCORPORATION: ____________

TYPE OF WORK PERFORMED: ________________________________________________

________________________________________________________________________

NUMBER OF YEARS IN BUSINESS: ___________________________________________

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:
________________________________________________________________________

TYPE OR ORGANIZATION: (I.E., CORP., PARTNERSHIP, INDIVIDUAL, JOINT VENTURE, OTHER):
________________________________________________________________________

NAME OF PRINCIPAL(S) AND TITLE(S): ______________________________________

________________________________________________________________________

________________________________________________________________________

BRIEF HISTORY OF COMPANY: _____________________________________________

________________________________________________________________________

________________________________________________________________________

TOTAL NUMBER OF EMPLOYEES: _____________________________________________

NUMBER OF FIELD EMPLOYEES (Excluding Supervisory): ________________________

NUMBER OF FIELD SUPERVISORY PERSONNEL: ________________________________

NUMBER OF OFFICE PERSONNEL (Excluding Supervisory): _______________________

NUMBER OF OFFICE SUPERVISORY PERSONNEL: _______________________________

BONDING CO.: ___________________  BONDING CAPACITY: _______________
EXHIBIT G
FIRM EXPERIENCE

Duplicate as necessary to provide all required experience.

PROPOSER: ____________________________

PROJECT NAME: _________________________

PROJECT DOLLAR SIZE: __________________

START DATE: ____________________________

COMPLETION DATE: ______________________

CLIENT/_CUSTOMER: ______________________

ADDRESS: ________________________________

CONTACT PERSON: _________________________

TELEPHONE NUMBER: ______________________

FAX NUMBER: ______________________________

EMAIL: __________________________________

PROJECT MANAGER: _______________________

BRIEF, BUT DETAILED DESCRIPTION OF THE PROJECT:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

SIMILARITIES BETWEEN THIS PROJECT AND TU PROJECT:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
EXHIBIT K
ADDENDA ACKNOWLEDGMENT

NAME OF BIDDER: ____________________________________________________________

SOLICITATION NUMBER: ____________________________________________________

PROJECT TITLE: ______________________________________________________________

DUE DATE: __________________________________________________________________

ACKNOWLEDGMENT

I hereby acknowledge receipt of the following addenda which have been issued regarding
the above referenced solicitation:

Addendum #1, issue date ________________________________
Addendum #2, issue date ________________________________
Addendum #3, issue date ________________________________
Addendum #4, issue date ________________________________
Addendum #5, issue date ________________________________
Addendum #6, issue date ________________________________
Addendum #7, issue date ________________________________
Addendum #8, issue date ________________________________
Addendum #9, issue date ________________________________
Addendum #10, issue date _______________________________

________________________________________________________
Signature

________________________________________________________
Printed Name

________________________________________________________
Title

________________________________________________________
Company

________________________________________________________
Date