

**PROJECT MANUAL**  
**for**  
**LEAD SAFE OHIO**  
**2024-2026 TERM CONTRACT-DELAWARE**  
**COUNTY**  
**for**  
**DELAWARE COUNTY COMMISSIONERS**  
**DELAWARE, OHIO**

MAY 2024

(PROJECT NO. GA24-007)


Prepared By:



**GANDEE & ASSOCIATES, INC.**  
— ENVIRONMENTAL ENGINEERS —

5676 State Route 521, Suite A • Delaware, Ohio 43015 • 614-942-6040



  
Phillip T. Harrison, P.E. 5/3/2024

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## **ADVERTISEMENT FOR BIDS**

**Delaware County Commissioners** are requesting Bids for the following Project in accordance with Bidding Documents prepared by Gandee & Associates, Inc.:

### **Lead Safe Ohio - 2024-2026 Term Contract GA24-007**

Bids will be received at **Delaware County Commissioners' Office** located at **91 North Sandusky Street, Delaware, Ohio 43015**, until **Wednesday, May 22, 2024, at 2:00 p.m.** local time. Bids received will then be **publicly** opened and read; Bids received after this date and time will be returned to Bidder unopened.

Project includes the following Work: Replacement of exterior window and door assemblies and associated work.

Estimate of Cost for this Project is \$380,000. Prevailing Wage Rates are not applicable to this Project.

### **OBTAINING BIDDING DOCUMENTS**

Issuing Office for Bidding Documents is:

**Gandee & Associates, Inc.  
5676 State Route 521, Suite A  
Delaware, Ohio 43015  
(614) 338-9799  
Jill Baldinger (jbaldinger@gandee.net)**

Prospective Bidders may obtain an electronic copy of Bidding Documents from Issuing Office by email at no charge (Adobe PDF format, readable by Adobe Acrobat Reader [Version Adobe Acrobat DC or later] by attachment or through provision of a link). Neither County nor Engineer will be responsible for sets of Bidding Documents, including addenda, if any, obtained from sources other than Issuing Office.

### **DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN OHIO REVISED CODE SECTION 153.011 APPLY TO THIS PROJECT.**

Bidders are encouraged to be enrolled in and to be in good standing in a Drug-Free Safety Program ("DFSP") approved by Ohio Bureau of Workers' Compensation ("OBWC") prior to submitting a Bid and provide, on Bid Form with its Bid, certain information relative to enrollment in such a program; and, if awarded a Contract, shall comply with other DFSP criteria described in Article 22 of Instructions to Bidders.

Equal Employment Opportunity requirements are applicable to this Project. And Bidder may be subject to Pre-Award Affirmation Action Compliance Review in accordance with Ohio Revised Code.

### **PRE-BID MEETING**

A pre-bid meeting for the Project will be held on **Tuesday, May 14, 2024, at 9:30 a.m.** local time at **91 North Sandusky Street, Delaware, Ohio 43015**. Attendance at pre-bid meeting is encouraged but not required.

### **INSTRUCTIONS TO BIDDERS**

For further requirements regarding bid submittal, qualifications, procedures, bid and contract securities, and contract award, refer to Instructions to Bidders included in Bidding Documents.

County reserves right to accept or reject any or all bids and to waive certain informalities or irregularities in bids received. No bids may be withdrawn after scheduled closing time for receipt of bids for 60 days.



**THIS ADVERTISEMENT IS ISSUED BY:**

**Delaware County Commissioners**

**Justin Nahvi**

**Director of Finance**

**May 7, 2024 (Delaware County Website)**

**May 7, 2024 (Delaware Gazette)**

# INSTRUCTIONS TO BIDDERS

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## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Business day* - Monday through Friday, excluding legal holidays.
  - B. *Day* - Sunday through Saturday, including legal holidays. Where a number of days is specified, it excludes the first day and includes the last day of the period. If the last day of the period falls on a Saturday, Sunday, or legal holiday, that day shall be omitted, and the period shall end on the next day which is not a Saturday, Sunday, or legal holiday.
  - C. *Issuing Office* - The office from which Bidding Documents will be issued and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain an electronic copy of Bidding Documents, in the format stated in Advertisement for Bids, from Issuing Office. Bidders may rely that Bidding Documents obtained from Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by County.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute Bidding Documents or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of Bidding Documents from a plan room are encouraged to register as plan holders from Issuing Office. County is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. Bidding Documents will be made available to the Bidders as Electronic Documents in the manner specified.
    - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version "Adobe Acrobat DC" or later. It is the intent of Engineer and County that such Electronic Documents will be complete.

However, because County and Engineer cannot totally control the transmission and receipt of Electronic Documents nor Contractor's means of reproduction of such documents, County and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are complete.

- B. Unless otherwise stated in Bidding Documents, Bidder may use and rely upon complete sets of Electronic Documents of Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 Bidder must submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
  - A. Current Lead Abatement Contractor License from Ohio Department of Health.
  - B. Current Certified Firm Certification from U.S. Environmental Protection Agency for working with Lead-Based Paint under Renovation, Repair, and Painting Program Final Rule.
  - C. Current UEI and SAM.gov registration.
  - D. Current Worker's Compensation Certificate.
  - E. Current Insurance Certificate meeting specified requirements.
- 3.02 Although encouraged to submit with Bid, the following documentation shall be submitted within three business days of County's request, unless longer period is accepted by County in writing:
  - A. Qualifications Statement; refer to form provided elsewhere in Bidding Documents.
  - B. Subcontractor and Material Supplier Declaration Form with information known as of date of submittal.
  - C. Valid and appropriate Power of Attorney of the agent signing for the Surety with its Bid.
  - D. A list of supplies, tools, and equipment proposed for use to perform the Work.
  - E. Bidder's State of Ohio or other locality contractor license, if required.
- 3.03 A Bidder's failure to submit required qualification information with Bid and within times indicated in Paragraph 3.02 above may disqualify Bidder from receiving an award of the Contract.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of County to seek additional pertinent information regarding Bidder's qualifications. Refer to Article 18 of these Instructions to Bidders for additional information.

### **ARTICLE 4—PRE-BID MEETING**

- 4.01 A non-mandatory pre-bid meeting will be held at the time and location indicated in Advertisement for Bids or invitation to bid. Representatives of Engineer and/or County will be present to discuss

the Project. Bidders are encouraged to attend and participate in the meeting; however, attendance at this meeting is not required to submit a Bid.

- 4.02 Information presented at the pre-bid meeting does not alter Contract Documents. County will issue Addenda to make any changes to Contract Documents considered necessary by Engineer as a result from discussions at the pre-bid meeting. Information presented and statements made at the pre-bid meeting will not be binding or legally effective unless incorporated in an Addendum.

## **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; COUNTY'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

### **5.01 *Site and Other Areas***

- A. Other than location being in Delaware County, address of sites are not yet known. By definition, the Site includes rights-of-way, easements, and other lands furnished by County for the use of Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

### **5.02 *Existing Site Conditions***

#### **A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions***

1. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

## **ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

### **6.01 *Express Representations and Certifications in Bid Form, Agreement***

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder must review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

## **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 County on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall read and review Bidding Documents and immediately bring to the attention of Engineer any error, omission, inconsistency, or ambiguity therein; submit questions about the meaning or intent of Bidding Documents to Engineer in writing. Engineer's Contact information is provided in Section 01 11 01.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered (by facsimile or email, posted to a website or FTP site, or

otherwise furnished) to plan holders registered with Issuing Office. Questions received less than three business days prior to the date for opening of Bids may not be answered.

- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Bidding Documents unless set forth in an Addendum that expressly modifies or supplements the Bidding Documents.
- 7.05 Addenda will be issued at least 72 hours prior to the published time for the opening of Bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such 72-hour period, then the time for opening of Bids will be extended one week with no further advertising of Bids required.
- 7.06 If Bidder fails to indicate on its Bid Form receipt of all Addenda through the last Addenda issued by Issuing Office, the Bid of such Bidder will be deemed to be responsive only if:
  - A. Bid received clearly indicates that Bidder received all Addenda, such as where an Addendum added another item to be bid upon and the Bidder submitted a Bid on that item; or
  - B. Addenda involved only matters of form or have no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

#### **ARTICLE 8—BID GUARANTY AND BOND**

- 8.01 Each Bid must be accompanied by a Bid Guaranty in accordance with Ohio Revised Code Section 153.571 (see "Bid Security Form" in Division 0) for the full amount of Total Base Bid Price plus additive Alternates, or a certified check, cashier's check, or letter of credit (noting that it is revocable only by County and meets requirements of Ohio Revised Code Chapter 1305) in an amount equal to ten percent of Total Base Bid Price plus additive Alternates. If blank line on Bid Security Form is not filled in, the penal sum shall be the full amount of the Total Base Bid Price. Bid Guaranty shall guarantee that Bidder will execute and deliver the Agreement and, if Bidder did not submit the Bid Security Form as its Bid Guaranty, then Bidder shall provide a Performance and Payment Bond (see "Performance and Payment Bond Form" in Division 0), within five days after Notice of Award, or damages shall be sustained by the County and the Bidder shall be liable for a penal sum not to exceed ten percent of the Bid. Exact amount of the penal sum shall be determined per Ohio Revised Code Section 153.54.
- 8.02 An Authorized agent must sign the Bid Security Form, and Bidder shall provide a Power of Attorney from the Surety that is authorized by Ohio Department of Insurance to transact business in Ohio.
- 8.03 Requirements of ORC Section 3901.86 may be applicable requiring an Ohio resident agent countersign the Bid Security Form. Bidder shall determine the applicability of this provision.
- 8.04 If successful Bidder fails to execute and deliver Agreement and furnish the Performance and Payment Bond Form within five days after Notice of Award, County may consider Bidder to be in default, annul the Notice of Award, and Bid Guaranty of that Bidder will be forfeited.
- 8.05 Bid Guarantees in the form of a certified check, cashier's check, or letter of credit shall be returned to unsuccessful Bidders 60 days after the bid opening. Bid Guaranties in the form of a certified check, cashier's check, or letter of credit shall be returned to the successful Bidder upon providing

Performance and Payment Bond Form from a Surety satisfactory to the County with the signed Agreement.

- 8.06 The Bid Guarantees of other Bidders that County believes to have a reasonable chance of receiving the award may be retained by County until the earlier of seven days after Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid Guarantees furnished by such Bidders will be released.
- 8.07 Bid Guarantees of other Bidders that County believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.
- 8.08 If Bidder provided Bid Security Form, described in Paragraph 8.01, as its Bid Guaranty then that form shall be the Bond.
- 8.09 Bond must be in the full amount of the Contract to indemnify the County against all direct and consequential damages suffered by failure of the Contractor to perform according to the provisions of the Contract and in accordance with the Plans, Specifications, details, and bills of material therefore and pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed or materials furnished in performing and completing the Contract.
- 8.10 Bonds, bank checks, and letters of credit must be made payable to Delaware County Commissioners.

#### **ARTICLE 9—CONTRACT TIMES AND LIQUIDATED DAMAGES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Bid Form.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in Bidding Documents, as supplemented by Addenda (if any). Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by Bidding Documents or in the Specifications. If a prospective Bidder

objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 11.02 Provisions concerning Subcontractor's, Supplies, and others are contained in Paragraph 7.07 of General Conditions.

## **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with Bidding Documents.

- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each Bid item and unit price item listed therein.
- B. Refer to Paragraph 13.01.B of these Instructions to Bidders for information regarding alternates. If Bidder elects to not furnish pricing for an alternate item, then Bidder may enter the words "No Bid".

- 12.02 Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. County reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

- 12.06 A Bid by an individual must show the Bidder's name and official address.

- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

- 12.08 All names must be printed in ink below the signatures.

- 12.09 Bid must contain an acknowledgment of receipt of all Addenda, numbers of which must be filled in on the Bid Form.

- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.



## ARTICLE 13—BASIS OF BID

### 13.01 *Base Bid with Alternates*

- A. Bidders must submit a Bid on a lump sum basis for the Base Bid and should include a separate price for each alternate (if any) described in Bidding Documents and as provided for in the Bid Form. Price for each alternate will be the amount added to or deleted from the Base Bid if County selects the alternate.
- B. At the time of awarding the Contract, the County will select or reject Alternates as it determines in its best interest. A Bidder's failure to include in its Bid Form the cost of an Alternate selected by the County and applicable to the Bidder's work shall render the Bid nonresponsive, and the Bid will not be considered. Otherwise the failure to include the cost of an Alternate will not be deemed material.
- C. If, during the progress of Work, County desires to reinstate any Alternate not included in the Contract or reject an Alternate originally selected, County reserves the right to reinstate or reject the Alternate at the price bid by the Contractor provided that such action is taken in sufficient time so as not to delay progress of Work or cause Contractor additional expense.
- D. If Bidder and/or Bid Form does not indicate otherwise, amount Bid shall be considered an "Add" to "Base Bid Amount."
- E. In the comparison of Bids, County reserves the right to accept or reject any or all Alternates. Alternates may be accepted or rejected in any order.

### 13.02 *Unit Price*

- A. If applicable, Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of Bid Form.
- B. "Bid Price" (sometimes referred to as the extension) for each unit price Bid item will be the product of the "Estimated Quantity", which Engineer has set forth in the Bid Form, for the item and the corresponding "Unit Price Bid" offered by the Bidder. The total of all unit price Bid items will be the total of these "Extensions"; such total will be included in "Total Base Bid Price". Final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of General Conditions.
- C. Discrepancies between the multiplication of any "Estimated Quantity" and associated "Unit Price Bid" will be reviewed to determine if discrepancy gave the Bidder a competitive advantage. Although "Unit Price Bid" will be utilized throughout Work, amount of Bid will not be altered.

### 13.03 *Allowances*

- A. For cash allowances, "Lump Sum Bid Price (Known Work)" must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in Bidding Documents, in accordance with Paragraph 13.02.B of General Conditions.

## **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 A Bid must be received no later than date and time prescribed and at the place indicated in the Advertisement for Bids or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid Guaranty and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement for Bids or invitation to bid.
- 14.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

## **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 A Bidder may withdraw a Bid from consideration after the bid opening if the Bid was substantially lower than the amounts of other Bids, providing the Bid was submitted in good faith, and the reason for the amount Bid being substantially lower was a clerical mistake, as opposed to a judgement mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor, or material made directly in the compilation of the Bid.
- A. Notice of a request to withdraw a Bid shall be made in writing filed with County (copied to Engineer) within two business days after the bid opening. County reserves the right to request the Bidder to submit evidence substantiating the Bidder's request to withdraw the Bid.
  - B. No Bid may be withdrawn under Article 15.03 which would result in awarding a Contract involving the same item on another Bid to the same Bidder.
  - C. If a Bidder withdraws its Bid under Article 15.03, the County may award the Contract to the next lowest responsive and responsible Bidder, or reject all Bids and advertise for other Bids. In the event the County advertises for other Bids, the withdrawing Bidder shall pay the costs, in connection with the re-bidding, revising Bid Documents, required advertising, and printing and mailing of notices to prospective Bidders, if County finds that these costs would not have been incurred but for the withdrawal.
  - D. A Bidder who is permitted to withdraw a Bid under Article 15.03 shall not supply material or labor to, or perform any subcontract work for the Bidder to whom the Contract is awarded;

or otherwise benefit, directly or indirectly from the performance of the Project for which the withdrawn Bid was submitted without the County's prior written consent.

- 15.04 A Bidder may withdraw their Bid at any time after the 60-day period described in Article 17 by giving written notice to County (copied to Engineer).

#### **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at time and place indicated in Advertisement for Bids or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of amounts of Base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 Bids will remain subject to acceptance for 60 days after day of Bid Opening, but County may, in its sole discretion, release any Bid and return the Bid Security prior to the end of this period.

#### **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 County reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. County also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Twenty Percent Rule: If the lowest responsive and responsible Bid (including the Base Bid and accepted Alternates, if any) exceeds an amount twenty percent greater than published Estimate of Cost for the Project, County may be required reject all Bids.
- 18.03 County will reject the Bid of any Bidder that County finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.04 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to County or Engineer, then County will reject the Bid as nonresponsive.
- 18.05 If County awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid. If two Bidders submit the same bid amount and both are determined to be responsive and responsible, County may select one Bidder by the flip of a coin, which shall be conducted in the presence of both Bidders and shall be final. If one of the Bidders refuses to participate in or fails to be present at the coin flip, remaining Bidder shall be selected.
- 18.06 If the lowest Bidder is determined not responsive or responsible, County shall reject the Bid and notify the Bidder in writing by Certified Mail of the findings and the reason(s) for the finding.
- A. A Bidder notified in accordance with Paragraph 18.06 may object to its rejection by filing a written protest, which must be received by County within five days of the notification provided pursuant to Paragraph 18.06.
  - B. Upon receipt of a timely protest, County shall meet with the protesting Bidder to hear its objections. Ohio Revised Code, Chapter 119 administrative hearing requirements are not applicable to the bid protest meeting.

1. No Contract award shall become final until after County has met with Bidders who have timely filed protests and the award of the Contract is affirmed by County.
2. If all protests are rejected, Contract shall be awarded to the lowest responsive and responsible Bidder, or all Bids shall be rejected.

**18.07 Evaluation of Bids**

- A. In evaluating Bids, County will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. In the comparison of Bids, County may accept or reject any or all Alternates in any order. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its Base Bid and any combination of its Alternate Bids for which County determines funds will be available at the time of award.
- C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the "Estimated Quantity" of each item and "Bid Unit Price" for that item, together with any lump sum items.

**18.08 In evaluating whether a Bidder is responsible, County may conduct such investigations as County deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers. Investigation may include but is not limited to the following criteria:**

- A. Overall experience of Bidder, including number of years in business under present and former business name;
- B. Complete listing of Bidder's ongoing construction projects and a listing of construction projects which are similar in cost and type to Project completed by Bidder in the last five years. Include information of the scope of work and value of each contract, and a project name/contact person/address/phone number for the County, architect, and/or engineer for each project;
- C. A complete list listing of Prevailing Wage, EPA, OSHA, or other regulatory entity issues or violations in the five years.
- D. Complete listing of judgements, claims, arbitration proceedings or suits pending or outstanding.
- E. Complete listing of Drug-Free Workplace Program and Drug-Free Safety Program ("DFSP") violations in the last five years.
- F. Upon request of the County, the apparent low Bidder shall submit the following information, which is not a public record under Ohio Revised Code Section 149.43; and shall remain confidential, except under proper order of a court:
  1. An annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact person, and phone number of the bank normally used by the Bidder for its primary banking; or
  2. A financial report generated within 30 days prior to the bid opening from Standard and Poor, Dun and Bradstreet or a similar company acceptable to the County documenting

financial condition of the Bidder; and the name, address, contact person, and phone number of the bank normally used by the Bidder for its primary banking.

- G. A description of Bidder's relevant facilities and major equipment, whether leased or owned;
- H. Description of management experience of Bidder's project manager(s) and superintendent(s) and a comprehensive resume for each;
- I. To support a Bond, a current and signed Certificate of Compliance issued by Ohio Department of Insurance, showing Surety is licensed to do business as a surety in Ohio;
- J. Current Ohio Workers' Compensation Certificate;
- K. If Bidder is a foreign corporation not incorporated under laws of Ohio, a Certificate of Good Standing from Ohio Secretary of State; or, if Bidder is a foreign person or partnership, evidence that Bidder filed, with Ohio Secretary of State, a Power of Attorney designating Ohio Secretary of State as Bidder's agent for the purpose of accepting service of summons in any action brought under Ohio Revised Code Section 153.05 or under Ohio Revised Code Sections 4123.01 to 4123.94, inclusive;
- L. Evidence that Bidder is enrolled in, and in good standing in, a DFSP approved by Ohio Bureau of Workers' Compensation ("OBWC");
- M. Certificate of Compliance with Affirmative Action Program, issued by the Equal Opportunity Coordinator; and
- N. Any other data or information which County or Engineer may request concerning responsibility of Bidder.

#### **ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Article 6 of General Conditions, as may be modified by Supplementary Conditions, sets forth County's requirements as to Bonds, other required bonds (if any), and insurance. When successful Bidder delivers executed Agreement to County, it must be accompanied by required bonds and insurance documentation.
- 19.02 If Bid was secured using Bid Security Form per Ohio Revised Code Section 153.571, Bid Security will automatically convert to a Bond upon proper execution of the Agreement. Refer to Article 8 for additional requirements regarding Bonds.

#### **ARTICLE 20—SALES AND USE TAX EXEMPTION**

- 20.01 County is exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of Supplementary Conditions for additional information.

## **ARTICLE 21— DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT**

- 21.01 When successful Bidder delivers executed Agreement to County, it must be accompanied by a certified statement as to whether or not Contractor has delinquent personal property taxes. (See "Delinquent Personal Property Tax Affidavit" in Division O.)

## **ARTICLE 22— DRUG-FREE WORKPLACE ENVIRONMENT**

- 22.01 When the successful Bidder delivers executed Agreement to County, it must be accompanied by documentation showing enrollment in good standing in Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace Program (DFWP) or equivalent BWC-approved DFWP in accordance with Ohio Revised Code Section 153.03 – 153.031, including placement of its employees in a pool with a random drug testing rate of at least five percent.

## **ARTICLE 23—SIGNING OF AGREEMENT**

- 23.01 When County gives a Notice of Award to the Successful Bidder, it will be accompanied by unexecuted counterparts of Agreement with other Contract Documents as identified In Agreement. Within five days thereafter Successful Bidder must execute and deliver the required number of counterparts of Agreement and any Bond and required insurance documentation. Within five days thereafter, County will deliver one fully executed counterpart of Agreement to successful Bidder.

## **ARTICLE 24—NOTICE TO PROCEED**

- 24.01 County will issue a Notice to Proceed to Successful Bidder, which establishes the date for commencement, substantial completion dates, milestone completion dates, and/or number of days allocated for Substantial Completion. Within ten days of the date of Notice to Proceed, or other period as mutually agreed by Contractor and County, Contractor shall furnish the following submittals to Engineer:
- A. Schedule of Values;
  - B. Preliminary schedule of Shop Drawings and other Submittals;
  - C. With exception of haulers, landfills, and suppliers of standard abatement supplies, completed Subcontractor and Material Supplier Declaration form; and
  - D. Qualifications of proposed project manager(s) and superintendents(s) and a comprehensive resume of each.

## BID FORM

**PROJECT:** Lead Safe Ohio 2024-2026 Term Contract

**ENGINEER'S PROJECT NO.:** GA24-007

**DATE OF BIDDING DOCUMENTS:** May 2024

Terms used in this Bid with initial capital letters have the meanings stated in Instructions to Bidders, General Conditions, and Supplementary Conditions.

**BIDDER'S COMPANY NAME:** \_\_\_\_\_

### ARTICLE 1—COUNTY AND BIDDER

1.01 This Bid is submitted to:

Delaware County Commissioners  
91 North Sandusky Street  
Delaware, Ohio 43015

1.02 Undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with County in the form included in the Bidding Documents to perform Work as specified or indicated in Bidding Documents for the prices and within the times indicated in this Bid and in accordance with other terms and conditions of Bidding Documents.

### ARTICLE 2—RECEIPT OF ADDENDA

2.01 Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

### ARTICLE 3—ATTACHMENTS TO THIS BID

3.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid Guaranty;
- B. Current Certified Firm Certification from U.S. Environmental Protection Agency for Lead-Based Paint under Renovation, Repair, and Painting Program Final Rule;
- C. Current UEI and SAM.gov registration;
- D. Current Ohio Lead Abatement Contractor License;
- E. Current Worker's Compensation Certificate; and
- F. Current Liability Insurance Certificate meeting specified requirements.

3.02 The following optional documents may be included with Bid:

- A. Evidence that Surety is licensed in Ohio to be a Surety;

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- B. Bidder's Qualifications Statement with supporting data; and
- C. Evidence of authority to do business in state of Ohio; or a written covenant to obtain such authority within time for acceptance of Bids.

#### ARTICLE 4—BASIS OF BID—LUMP SUM BID AND ALLOWANCES

##### 4.01 *Base Bid*

- A. Bidder will complete the Work in accordance with Contract Documents for the following:

<i>Total Cost (Unit Cost/Crew Output Schedule) reported on Page 7</i>	\$
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- B. Specified cash allowance(s) are included in the Total Base Bid Price set forth below in Paragraph 4.01.D and have been computed in accordance with Paragraph 13.02 of General Conditions.

Lump Sum for Cash Allowance A1 (per Section 01 21 13)	\$150,000
Lump Sum for Cash Allowance A2 (per Section 01 21 13)	\$25,000
Lump Sum for Cash Allowance A3 (per Section 01 21 13)	\$3,000
Lump Sum for Cash Allowance A4 (per Section 01 21 13)	\$7,000
Lump Sum for Cash Allowance A5 (per Section 01 21 13)	\$3,000
<b>Total for all Cash Allowances</b>	<b>\$188,000</b>

- C. Total Base Bid Price

<b>Total Base Bid Price [Total Cost (Unit Cost/Crew Output Schedule) and Total for all Cash Allowances]</b>	\$
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#### ARTICLE 5 – TIME OF COMPLETION

- 5.01 Bidder agrees that Work will completed on or before February 28, 2026, with Milestone Dates being established per Section 01 22 50, and be ready for final payment (in accordance with Paragraph 15.06 of General Conditions) on or before March 20, 2026.
- 5.02 Bidder accepts provisions of Agreement as to liquidated damages.
- 5.03 Bidder understands that majority of field work will be completed between months of April and October in 2024 and 2025.

#### ARTICLE 6—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD AND INSTRUCTIONS

##### 6.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of County.



6.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of Instructions to Bidders, including without limitation those dealing with disposition of Bid Guaranty.

**ARTICLE 7—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

7.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  3. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Sites; Bidding Documents; with respect to the effect of such information on (a) cost, progress, and performance of the Work; (b) means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
  4. Bidder is aware that Bidding Documents do not provide information regarding method of installation, components of ceilings, walls, floor systems, and substrates and Bidder has ascertained information Bidder felt necessary to prepare Bid.
  5. Bidder is aware that, unless specifically specified otherwise in Bidding Documents, no waste from this project may be recycled.
  6. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in Bidding Documents and written resolution thereof by Engineer is acceptable to Contractor.
  7. Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  8. Submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by Bidding Documents.
  9. Bidder is enrolled in good standing in Ohio Bureau of Workers’ Compensation (“OBWC”) Drug-Free Workplace Program (“DFWP”) or an OBWC-approved DFWP throughout Work, in accordance with ORC Section 153.03 – 153.031, including placement of its employees in a pool with a random drug testing rate of at least 5%. Bidder acknowledges responsibility to require all Subcontractors to be enrolled in good standing in OBWC DFWP, or an OBWC-approved DFWP that meets aforementioned requirements prior to Subcontractor providing labor at Site(s).
  10. Bidder agrees to furnish any information requested by County or Engineer to evaluate responsibility of Bidder.

11. Bidder has a current Certified Firm Certification from U.S. Environmental Protection Agency for working with Lead-based paint under Renovation, Repair, and Painting Program Final Rule and a current Ohio Lead Abatement Contractor License.
12. Bidder will employ supervisory personnel that have one or more years of experience on at least three projects of similar size and scope to Work of this Project.

**7.02 Bidder's Certifications**

**A. Bidder certifies the following:**

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 7.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence bidding process to detriment of County, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without knowledge of County, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect execution of Contract.
5. Bidder is not subject to a finding for recovery under Ohio Revised Code (ORC) Section 9.24, or has taken appropriate remedial steps required under ORC Section 9.24, or otherwise qualifies under this Section.

BIDDER hereby submits this Bid as set forth above:

Bidder: \_\_\_\_\_

*(typed or printed name of organization)*

By: \_\_\_\_\_

*(individual's signature)*

Name: \_\_\_\_\_

*(typed or printed)*

Title: \_\_\_\_\_

*(typed or printed)*

Date: \_\_\_\_\_

*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: \_\_\_\_\_

*(individual's signature)*

Name: \_\_\_\_\_

*(typed or printed)*

Title: \_\_\_\_\_

*(typed or printed)*

Date: \_\_\_\_\_

*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: \_\_\_\_\_

*(typed or printed)*

Title: \_\_\_\_\_

*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

**UNIT COST/CREW OUTPUT SCHEDULE****Bidder:** \_\_\_\_\_

Task No.	Task Description	Estimated Quantity	Unit Cost	Total Cost
1.	Mobilization per project at Site (not to exceed \$1,000 ea)	10 ea	\$_____/ea	\$_____
2.	Lead Safe Renovation: Remove existing ground floor window assembly and install one vinyl window assembly (per Sections 02 83 01, 06 10 01, 07 92 00, 08 53 13, & 09 99 00)	90 ea	\$_____/ea	\$_____
	Output:_____ ea/crew/day			
3.	Lead Safe Renovation: Remove existing 2 <sup>nd</sup> floor window assembly and install one vinyl window assembly (per Sections 02 83 01, 06 10 01, 07 92 00, 08 53 13, & 09 99 00)	80 ea	\$_____/ea	\$_____
	Output:_____ ea/crew/day			
4.	Lead Safe Renovation: Remove existing basement window assembly and install one vinyl window assembly (per Sections 02 83 01, 06 10 01, 07 92 00, 08 53 13, & 09 99 00)	5 ea	\$_____/ea	\$_____
	Output:_____ ea/crew/day			
5.	Lead Safe Renovation: Remove existing ground floor window assembly and install one wood window assembly (per Sections 02 83 01, 06 10 01, 07 92 00, 08 52 00, & 09 99 00)	30 ea	\$_____/ea	\$_____
	Output:_____ ea/crew/day			
6.	Lead Safe Renovation: Remove existing 2 <sup>nd</sup> floor window assembly and install one wood window assembly (per Sections 02 83 01, 06 10 01, 07 92 00, 08 52 00, & 09 99 00)	20 ea	\$_____/ea	\$_____
	Output:_____ ea/crew/day			
7.	Lead Safe Renovation: Remove existing basement window assembly and install one wood window assembly (per Sections 02 83 01, 06 10 01, 07 92 00, 08 52 00, & 09 99 00)	5 ea	\$_____/ea	\$_____
	Output:_____ ea/crew/day			

Abbreviations: sf = square foot; cy = cubic yard; lf = linear foot; ea = each; sy = square yard; hr = hour

8.	Lead Safe Renovation: Remove existing basement window assembly and install glass block window system (per Sections 02 83 01, 06 10 01, 07 92 00, 08 56 20, & 09 99 00)	10 ea	\$_____/ea	\$_____
Output:_____ ea/crew/day				
9.	Lead Safe Renovation: Remove existing door assembly and install one steel door assembly (per Sections 02 83 01, 06 10 01, 07 92 00, 08 11 13, & 09 99 00)	10 ea	\$_____/ea	\$_____
Output:_____ ea/crew/day				
10.	Lead Safe Renovation: Remove existing door assembly and install one fiberglass door assembly (per Sections 02 83 01, 06 10 01, 07 92 00, 08 16 13, & 09 99 00)	20 ea	\$_____/ea	\$_____
Output:_____ ea/crew/day				
11.	Remove and reinstall storm doors (per Section 08 11 13 or 08 16 13)	20 ea	\$_____/ea	\$_____
12.	Install storm door (per Section 08 11 13 or 08 16 13)	10 ea	\$_____/ea	\$_____
13.	Lead Safe Renovation: Provide mulch over bare soil at perimeter of a house (per Section 32 91 13)	170 cy	\$_____/cy	\$_____
Output:_____ cy/crew/day				
14.	Hourly rate, for work directed by County not covered by a Task above (e.g., miscellaneous carpentry repairs), excluding materials, per hour (material costs will be reimbursed in accordance with pricing guidelines set forth in Section 01 21 13 and/or Change Order procedures)	150 hr	\$_____/hr	\$_____
Output: 24 hr/crew/day				

Abbreviations: sf = square foot; cy = cubic yard; lf = linear foot; ea = each; sy = square yard; hr = hour

SUBTOTAL OF TASKS 1 - 14    \$ \_\_\_\_\_

BONDS & INSURANCE (\_\_\_\_% of Subtotal)    \$ \_\_\_\_\_

TOTAL COST  
(Enter Total Cost in Paragraph 4.01.A on Page 2 of Bid Form)    \$ \_\_\_\_\_

## **INSTRUCTIONS FOR COMPLETING UNIT COST/CREW OUTPUT SCHEDULE**

1. Estimated Quantities shall be used to determine Base Bid Price. Estimated Quantities are for calculation of Bid Price only. There is no assurance that actual quantities of work directed by Grantee during term of Contract will equal or exceed Estimated Quantities shown above. Bidders shall not assume that these Estimated Quantities will actually be performed under the Contract, and adequate allowance shall be made by Contractor for deviation from these Estimated Quantities.
2. Schedule must be completed for average work, without reference to Rate/Output Adjustors set forth below. That is, values entered into Schedule shall only take into account fact that adjustment factors may apply to work actually performed.
3. Blanks in Schedule MUST be completed by Bidder as part of Bid preparation. In order to receive Bid Award and enter into a Contract with Grantee this Unit Cost/Crew Output Schedule must be completed in its entirety.
4. Calculations in Unit Cost/Crew Output Schedule will be verified. Significant discrepancies will invalidate Bid. Unit Costs set forth in Unit Cost/Crew Output Schedule shall remain fixed throughout term of Contract, regardless of increases in labor and material cost.
5. Appropriate clearance standards should be assumed for purposes of establishing Unit Cost values (see Section 01 22 50 and Sections in Division 2).
6. Crew Output and Unit Price values for each Task No. set forth in Unit Cost/Crew Output Schedule remain fixed for life of Contract regardless of total quantity of material involved in Work Order Project, regardless of economies or diseconomies of scale associated with Work Order Project, and regardless of number of crews used on Work Order Project, and shall include materials, equipment, labor, insurance, bonding, licenses, permits, notification fees, transportation, overhead, profit, Contractor sampling requirements, contingencies, and all else necessary to perform work described in these Contract Documents.
7. For purposes of calculating the Outputs for each Task, Bidder shall assume a 8-hour work day.
8. "Mobilization" (Task No. 1) means to gather equipment, employees, and material necessary to perform work described in a Work Order, deliver same to site, make necessary preparations to perform work, prepare required submittals per Sections 01 22 50, 01 33 01, and Sections in Division 2, provide necessary personnel protection per Sections in Division 2 (typically per Paragraph 1.03.C), provide necessary material and equipment (including replacement of HEPA filters for AFDs and HEPA vacuums) per Sections referenced in a given Work Order.
9. For Task No. 14, hourly rate shall include cost of providing protective clothing, respirators, respirator filters, safety equipment, personal air monitoring, towels, and any other personal protective equipment required to complete work. All other materials necessary to complete work will be addressed per General Conditions and/or Section 01 21 13.

## BID SECURITY

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned \_\_\_\_\_

\_\_\_\_\_  
(Name and Address)

as Principal and \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

as Surety, are hereby held firmly bound unto the Delaware County Commissioners, Delaware, Ohio, hereinafter called the Obligee, in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on \_\_\_\_\_ (Date) to undertake the project known as: "Lead Safe Ohio 2024-2026 Term Contract."

The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive alternate Bids made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of

\_\_\_\_\_ dollars (\$\_\_\_\_\_). **(If the preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the Bid, including add alternates, in dollars and cents. A percentage is not acceptable.)** For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a Bid on above referred Project;

NOW, THEREFORE, if the Obligee accepts the Bid of the Principal and the Principal fails to enter into a proper contract in accordance with the Bid, Plans, details, Specifications, and bills of material, and in the event the Principal pays to the Obligee the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest responsive and responsible to perform the Work covered by the Bid; or in the event the Obligee does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penal sum hereof between the amount specified in the Bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the Bid of the Principal and the Principal within ten days after the awarding of the Contract, enters into a proper Contract and executes the Agreement Form in accordance with the Contract Documents, including the Bid, Plans, details, Specifications, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation the Bid, Plans, details, Specifications, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we, agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Suppliers, or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety

for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said Contract, the Work thereunder or the Contract Documents, including without limitation the Plans, and Specifications, therefore, shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work, or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL:

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Name)

TITLE: \_\_\_\_\_

SURETY:

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
Attorney-in-fact

SURETY INFORMATION:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

(\_\_\_\_\_) \_\_\_\_\_  
Phone

(\_\_\_\_\_) \_\_\_\_\_  
Email

SURETY AGENT'S INFORMATION:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

(\_\_\_\_\_) \_\_\_\_\_  
Phone

(\_\_\_\_\_) \_\_\_\_\_  
Email



# QUALIFICATIONS STATEMENT

**PROJECT:** Lead Safe Ohio 2024-2026 Term Contract

**ENGINEER'S PROJECT NO.:** GA24-007

## ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office (if different than Corporate Office)			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			
Mailing address (if different than business address):			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

## ARTICLE 2—SAFETY

- 2.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	
Ohio EPA, U.S. EPA, ODH, or OSHA violations in last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Drug-Free Safety Program or Drug-Free Workplace Program violations in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Provide full details in a separate attachment if either response is Yes.	

## ARTICLE 3—FINANCIAL

- 3.01 Upon request of County, Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business's most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business's most recent audited financial statement:		<input type="checkbox"/> Attached	

## ARTICLE 4—CONSTRUCTION EXPERIENCE

- 4.01 Provide information regarding the Business's size and previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:		As a joint venturer:	
Number of current employees licensed as a Certified Renovator under U.S. EPA's RRP Rule:			
Number of current employees licensed as a Lead Abatement Contractor by ODH:			
Disqualified as a bidder by any local, state, or federal agency within last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Barred from contracting by any local, state, or federal agency within last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Released from a bid in last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Liquidated damages assessed in last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Terminated from a Contract or had a Surety takeover in last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No
Prevailing Wage violations or judgements in last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No
Provide full details in a separate attachment if the response to any of these questions is Yes.

- 4.02 List all projects currently under contract in Schedule A and provide indicated information. "General Description of Project" should include large quantities of materials abated.
- 4.03 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction. "General Description of Project" should include large quantities of materials abated.
- 4.04 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager and Project Superintendent.

#### **ARTICLE 5—REQUIRED ATTACHMENTS**

- 5.01 Provide the following information with the Statement of Qualifications:
- A. Financial statements as required by Paragraph 3.01.
  - B. Attachments providing additional information as required by Paragraph 4.01.
  - C. Schedule A (Current Projects) as required by Paragraph 4.02.
  - D. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 4.03.
  - E. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 4.04.
  - F. Additional items as pertinent.

#### **ARTICLE 6—CERTIFICATIONS**

- 6.01 I hearby certify that information in this entire Qualifications Statement, including all attachments and referenced information, is factual and complete.

Company Name: \_\_\_\_\_

Authorized Official (print or type): \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_ Date: \_\_\_\_\_

**Schedule A—Current Projects**

Name of Bidder					
Project County		Project Name			
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
County					
Designer					
Construction Manager					

Project County			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
County					
Designer					
Construction Manager					

Project County			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
County					
Designer					
Construction Manager					

**Schedule B—Previous Experience with Similar Projects**

Name of Bidder					
Project County		Project Name			
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
County					
Designer					
Construction Manager					

Project County			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
County					
Designer					
Construction Manager					

Project County			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
County					
Designer					
Construction Manager					

**Schedule B—Previous Experience with Similar Projects**

Name of Bidder					
Project County		Project Name			
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
County					
Designer					
Construction Manager					

Project County			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
County					
Designer					
Construction Manager					

Project County			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
County					
Designer					
Construction Manager					

**Schedule C—Key Individuals**

<b>Project Manager</b>			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Project Superintendent</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

## **NOTICE TO BIDDERS ABOUT BONDS**

**Performance and Payment Bond Form that follows this Notice is to be used ONLY by a Bidder that is determined to have submitted the lowest responsive and responsible Bid and that submitted a form of Bid Guaranty other than the Bid Security Form with its Bid; refer to Article 8 of Instructions to Bidders for additional information. If a Bidder submits a Bid Security Form, then the Bid Security becomes the Performance and Payment Bond when the Contract is awarded.**

**AIA forms are not acceptable for this Project.**



# PERFORMANCE AND PAYMENT BOND

(SECTION 153.571 Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ ("Contractor"), as Principal, and \_\_\_\_\_, as surety, are hereby held and firmly bound unto the Delaware County Commissioners, Delaware County, Ohio, as Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a Contract with the Obligee, for Project known as Lead Safe Ohio 2024-2026 Term Contract, which said Contract is made a part of this Bond the same as though set forth herein:

NOW THEREFORE, if the above-named Principal shall well and faithfully do and perform the things agreed by the Obligee to be done and performed according to the terms of said Contract; and shall pay all lawful claims of Subcontractors, Material Suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Supplier, or laborer having a just claim as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Contract or in or to the Plans or Specifications therefor shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions, or additions in or to the terms of the Contract, the Work or the Contract Documents, including without limitation the Plan and Specifications.

SIGNED AND SEALED This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL:

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Name)

TITLE: \_\_\_\_\_

SURETY:

SURETY INFORMATION:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name

BY: \_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

(\_\_\_\_\_) \_\_\_\_\_  
Phone

(\_\_\_\_\_) \_\_\_\_\_  
Email

SURETY AGENT'S INFORMATION:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

(\_\_\_\_\_) \_\_\_\_\_  
Phone

(\_\_\_\_\_) \_\_\_\_\_  
Email

# NOTICE OF AWARD

Date of Issuance:

County:

County's Project No.:

Engineer: Gandee & Associates, Inc.

Engineer's Project No.: GA24-007

Project: Delaware County

Contract for: Lead Safe Ohio 2024-2026 Term Contract

Bidder:

Bidder's Address:

You are notified that County has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**[Describe Work, alternates, or sections of Work awarded]**

The Contract Price of the awarded Contract is **\$(Contract Price)**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Allowance Work, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award and one copy of Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Deliver the following documents within five days of the date of receipt of this Notice of Award, that is by \_\_\_\_\_, 20\_\_:

1. Three counterparts of Agreement, signed by Bidder (as Contractor);
2. Performance and Payment Bond and insurance documentation, as specified in Instructions to Bidders and in General Conditions, Articles 2 and 6;
3. Delinquent Personal Property Tax Affidavit;
4. Documentation proving enrollment in good standing in Drug-Free Workplace Program; and
5. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle County to consider you in default, annul this Notice of Award, and declare your Bid Guaranty forfeited.

Within five days after you comply with the above conditions, County will return to you one fully signed counterpart of the Agreement, together with any additional copies of Contract Documents as indicated in Paragraph 2.02 of General Conditions.

County: **[Full formal name of County (address)]**

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Copy: Bid Security Surety Company and Agent

# **AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR LEAD SAFE OHIO 2024-2026 TERM CONTRACT, PART OF DELAWARE COUNTY COMMISSIONERS**

This Agreement is by and between [name of contracting entity] ("County") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in General Conditions and Supplementary Conditions.

County and Contractor hereby agree as follows:

## **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in Contract Documents.

## **ARTICLE 2—THE PROJECT (G&A PROJECT NO. GA24-007)**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Lead Safe Ohio Program Work, which among other requirements of the Contract Documents, shall be completed in a lead-safe manner in order to protect workmen and occupants.**

## **ARTICLE 3—ENGINEER**

3.01 County has retained Gandee & Associates, Inc. ("Engineer") to act as County's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in Contract Documents.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

## **ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times and Milestones*

**[Insert Table provided in Paragraph 5.01 of Bid Form including any changes made by Addenda]**

4.03 *Liquidated Damages*

A. Contractor and County recognize that time is of the essence as stated in Paragraph 4.01 above and that County will suffer financial and other losses if the Work is not completed and Milestones, if any, not achieved within Contract Times, as duly modified. Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, actual loss suffered by County if the Work is not completed on time. Accordingly,

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This document is a MODIFIED version (9/23) of EJDC® C-520, Agreement Between County and Contractor for Construction Contract (Stipulated Price).

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instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay County \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay County \$100 for each day that expires after such time until Work is completed and ready for final payment.
  3. *Milestones:* Contractor shall pay County \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of a given Milestone, until Milestone is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.A.1 will apply, rather than the Milestone rate.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently. However, if Contractor simultaneously fails to achieve two or more Milestones, County shall be entitled to recover the Sum of associated Liquidated Damages per day rates.
- B. If County recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are County's sole and exclusive remedy for such delay, and County is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.04 *Special Damages*

- A. Contractor shall reimburse County (1) for any fines or penalties imposed on County as a direct result of the Contractor's failure to attain Substantial Completion or Milestone(s) according to the Contract Times, and (2) for the actual costs reasonably incurred by County for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02, until the Work is substantially complete. Refer to Section 01 11 01, Paragraph 1.02.H for additional information regarding Engineer's fees.
- B. After Contractor achieves Milestone or Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse County for the actual costs reasonably incurred by County for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment. Refer to Section 01 11 01, Paragraph 1.02.H for additional information regarding Engineer's fees.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

## ARTICLE 5—CONTRACT PRICE

- 5.01 County shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. Total of Base Bid Price, including Total Cost (Unit Cost/Crew Output Schedule) and Cash Allowances (per General Conditions, Paragraph 13.02): **\$(number)**.
  - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as Exhibit A.

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of General Conditions. Applications for Payment will be processed by Engineer as provided in General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. County shall make progress payments on the basis of Contractor's Applications for Payment within 30 days of date Engineer recommends acceptance of Application for Payment as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet requirements of Contract. All such payments will be measured by the Schedule of Values established as provided in General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as County may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. 92 percent of the value of the Work completed (with the balance being retainage).
      - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to County and Engineer, then as long as the character and progress of the Work remain satisfactory to County and Engineer, there will be no additional retainage; and
    - b. 92 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, County shall pay an amount sufficient to increase total payments to Contractor to 100 percent of Work completed, less such amounts set off by County pursuant to Paragraph 15.01.E of General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, County shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of General Conditions.

6.04 *Consent of Surety*

- A. County will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of surety to such payment, return, or release.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Notice of Award.
  - 3. Contractor's Bid Form marked Exhibit A.
  - 4. Bonds marked as Exhibit B.
  - 5. General Conditions.
  - 6. Supplementary Conditions.
  - 7. Contract Addendum.
  - 8. Specifications as listed in the Table of Contents of Project Manual (copy of list attached).
  - 9. Addenda (numbers **[number]** to **[number]**, inclusive).
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond
- B. Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce County to enter into this Contract, Contractor makes the same representations (albeit as Contract Documents for purposes of this Agreement) that it made when preparing its Bid as noted in Paragraph 7.01 of Bid Form (Exhibit A).

### 8.02 *Contractor's Certifications*

- A. Contractor certifies the following:
  1. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract as it made when preparing its Bid. For the purposes of this Paragraph 8.02.A:
    - a. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in Contract Execution.
    - b. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence bidding process or execution of Contract to detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition.
    - c. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels.
    - d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect execution of Contract.
  2. Contractor is not subject to a finding for recovery under Ohio Revised Code (ORC) Section 9.24, or has taken appropriate remedial steps required under ORC Section 9.24, or otherwise qualifies under this Section.

### 8.03 *Standard General Conditions*

- A. County stipulates that if General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for Construction Contract (2018), published by Engineers Joint Contract Documents Committee, and if County is the party that has furnished said General Conditions, then County has plainly shown all modifications to standard wording of such published document to Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in Supplementary Conditions.



IN WITNESS WHEREOF, County and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

County:

Contractor:

\_\_\_\_\_  
(typed or printed name of organization)

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
(where applicable)

State: \_\_\_\_\_

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Approved as to Form:

\_\_\_\_\_  
General Counsel, Board of Commissioners  
Delaware County, Ohio

**FISCAL OFFICER'S CERTIFICATION**

The Delaware County Auditor hereby certifies that the amount required to meet the obligation set forth in this Agreement has been lawfully appropriated for such purpose and is in the County treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This certification is given in accordance with sections 5705.41 and 5705.44 of the Revised Code.

The Delaware County Auditor also certifies that it has been confirmed with the Ohio Auditor of State that insert name of consultant has no unresolved findings for recovery issued against it by the State of Ohio.

Date: \_\_\_\_\_

\_\_\_\_\_  
George Kaitsa  
Auditor, Delaware County, Ohio

**CERTIFICATE OF OWNER’S ATTORNEY  
PROJECT KNOWN AS  
LEAD SAFE OHIO 2024-2026 TERM CONTRACT  
DELAWARE COUNTY**

I, the duly authorized and acting legal representative of the Delaware County Board of Commissioners do hereby certify as follows:

I have examined the attached contract and surety bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representative have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the forgoing agreements constitute valid and legally binding obligation upon the parties executing the same in accordance with terms, conditions and provisions thereof.

I further certify that this contract and the contract documents incorporated herein have been executed in accordance with Ohio Revised Code 153.01 through 153.60 inclusive.

\_\_\_\_\_  
Aric I. Hochstettler (0081081)  
General Counsel  
Delaware County Board of Commissioners

\_\_\_\_\_  
Date

**R.C. § 153.44 CERTIFICATE OF PROSECUTING ATTORNEY**

In reliance on the above Certificate of the Owner’s Attorney, pursuant to Ohio Revised Code 153.44, I hereby certify that this contract and the contract documents incorporated herein have been executed in accordance with Ohio Revised Code 153.01 through 153.60 inclusive.

\_\_\_\_\_  
Melissa Schiffel (0082154)  
Prosecuting Attorney  
Delaware County, Ohio

\_\_\_\_\_  
Date

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO )  
 :ss  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes

and says that \_\_ he is \_\_\_\_\_  
(sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_, the successful bidder on

the attached contract with the Delaware County Commissioners for Lead Safe Ohio 2024-2026 Term Contract, and for the purpose of complying with Section 5719.042 of the Ohio Revised Code, states that at the time the bid for said contract was submitted, said bidder **(was) (was not)** [circle one] charged delinquent personal property taxes on the General Tax list of personal property of a county in which the School District has territory (presently \_\_\_\_\_ County), and that the amount of such due and unpaid taxes, penalties and interest thereon is as follows:

<u>Taxes</u>	<u>Penalties &amp; Interest</u>	<u>County</u>
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires: \_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County

## NOTICE TO PROCEED

County: \_\_\_\_\_ County's Project No.: \_\_\_\_\_  
Engineer: Gandee & Associates, Inc. Engineer's Project No.: GA24-007  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: Delaware County  
Contract Name: Lead Safe Ohio 2024-2026 Term Contract  
Effective Date of Contract: \_\_\_\_\_

County hereby notifies Contractor that Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of General Conditions.

On that date, Contractor shall start performing its obligations under Contract Documents. No Work will be done at the Site prior to such date.

In accordance with Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

Date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

Before starting any Work at the Site, Contractor must comply with the following:

**[Note any access limitations, security procedures, or other restrictions]**

County: Delaware County Commissioners  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
  - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.



43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
  - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2—PRELIMINARY MATTERS**

### **2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance***

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

**2.04**    *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

**2.05**    *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

**2.06**    *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

## ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

### 3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  - 4. Acts of war or terrorism.



- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

## 5.02 *Use of Site and Other Areas*

### A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
  3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
  4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
    - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### 5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special



conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
  - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
  - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

#### 6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  - 1. include at least the specific coverages required;
  - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;



- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
  - 3) has a proven record of performance and availability of responsive service; and
  - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
  - a. will certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design;
    - 2) be similar in substance to the item specified; and
    - 3) be suited to the same use as the item specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

**7.08**     *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
  2. *Samples*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will



document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

**7.17 Contractor's General Warranty and Guarantee**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. Use or occupancy of the Work or any part thereof by Owner;
  - 5. Any review and approval of a Shop Drawing or Sample submittal;
  - 6. The issuance of a notice of acceptability by Engineer;
  - 7. The end of the correction period established in Paragraph 15.08;
  - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

**7.18 Indemnification**

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**7.19 Delegation of Professional Design Services**

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01    *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02    *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### **9.03    *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04    *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

### 10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

### 10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.



E. Engineer's authority as to Applications for Payment is set forth in Article 15.

**10.05 *Determinations for Unit Price Work***

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

**10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work***

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

**10.07 *Limitations on Engineer's Authority and Responsibilities***

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

**10.08 *Compliance with Safety Program***

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

## ARTICLE 11—CHANGES TO THE CONTRACT

### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
  - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
  - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
    - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
    - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### ARTICLE 12—CLAIMS

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 *Cost of the Work***

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
  5. Other costs consisting of the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are



consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
  - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
  - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
  - 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
  - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - 6. Expenses incurred in preparing and advancing Claims.
  - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
  - 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
    - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
      - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
      - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
  - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

**14.07 Owner May Correct Defective Work**

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

**15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
  - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

*C. Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.



4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

**D. *Payment Becomes Due***

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

**E. *Reductions in Payment by Owner***

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The



provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18—MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
  - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### **18.02 *Computation of Times***

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). General Conditions remain in full force and effect except as amended.

Terms used in these Supplementary Conditions have the meanings stated in General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

SC-1.01 Delete Paragraphs 1.01.A.22 and 30 in their entirety and insert the following in their place:

22. *Engineer* - Where the word "Engineer" appears in Bidding/Contract Documents, it shall be taken to mean Gandee & Associates, Inc.
30. *Owner* - Where the word "Owner" appears is Division 00, it shall be taken to mean Delaware County Commissioners unless topic is one contractually set to be associated with Homeowner (e.g., insurance, warranty, etc.). Where the word "County" or "Grantee" appears in Bidding Documents or Contract Documents, it shall be taken to mean Delaware County Commissioners with whom Contractor has entered into Agreement and for whom Work shall be provided.

### 1.02 *Terminology*

SC-1.02 Add the following language to the end of Paragraph 1.02.C:

Where a number of days is specified, it excludes the first day and includes the last day of the period. If the last day of the period falls on a Saturday, Sunday, or legal holiday, that day shall be omitted, and the period shall end on the next day which is not a Saturday, Sunday, or legal holiday. A Business Day is Monday through Friday, excluding legal holidays.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. County shall furnish to Contractor three printed copies of the Contract Documents or, at Engineer's option, conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement).

## 2.03 *Before Starting Construction*

SC-2.03 Add the following new paragraphs immediately after Paragraph 2.03.A:

- B. Contractor shall be enrolled and in good standing in Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace Program (DFWP) or an equivalent BWC approved DFWP throughout Project, in accordance with Section 153.03-153.031, ORC, including placement of its employees in a pool with a random drug testing rate of at least five percent.
- C. Contractor shall require Subcontractors to be enrolled in and be in good standing in Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by Bureau that meets requirements specified in Section 153.03 – 153.031, ORC, including placement of its employees in a pool with a random drug testing rate of at least five percent, prior to a Subcontractor providing labor at Site.

## 2.04 *Preconstruction Conference, Designation of Authorized Representations*

SC-2.04 Add the following new paragraph immediately after Paragraph 2.04.B:

- C. Preconstruction Conference, also known as Pre-Construction Meeting or Pre-Abatement Meeting.

## 2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

### 1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

## *2. System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
  - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
  - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the County is authorized to make and require

reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

*C. Software Requirements for Electronic Document Exchange; Limitations*

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
  - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

**ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

SC-4.01 Delete Paragraph 4.01 in its entirety.

SC-4.04 Add the following new Paragraphs immediately after Paragraph 4.04.B:

- C. If it is apparent to Engineer or County that Contractor may be unable to meet schedule components, Milestone Dates, or Substantial Completion Date, Contractor shall submit

within three calendar days a recovery plan to avoid or minimize delay to the Project which includes, but is not limited to, adjustments to one or more of the following:

1. workforce;
  2. hours per shift;
  3. shifts per work day;
  4. work days per week; or
  5. equipment.
- D. If Engineer accepts the recovery plan, Contractor shall prepare a revised Progress Schedule approved in accordance with Paragraph 2.05. If Engineer does not accept the recovery plan, submit within three calendar days an alternate recovery plan to Engineer in writing for review.

#### **ARTICLE 5--SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

##### **5.03 Subsurface and Physical Conditions**

SC-5.03 Delete Paragraph 5.03.B in its entirety and insert the following in its place:

- B. Underground Facilities: Contract Documents do not provide any information regarding underground facilities.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
No Known Reports Available		

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
No Known Drawings Available		

- G. The following table lists historical drawings of existing physical conditions at or adjacent to the Site that contain Other Data, upon which Contractor may not rely:

<b>Drawings Title</b>	<b>Date of Drawings</b>	<b>Other Data</b>
No Historical Drawings Available		

- H. Contractor may examine copies of reports and drawings identified in SC-5.03.E through SC-5.03.G that were not included with the Bidding Documents at website provided on Site Information Summary in Attachment A.

5.06 *Hazardous Environmental Conditions at Site*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to County relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

<b>Report Title</b>	<b>Date of Report</b>	<b>Technical Data</b>
No Reports Available		<b>All information in Report</b>
Refer to Site Information Summary in Attachment A for information regarding how to obtain an electronic copy of Report(s) referenced in this Table.		

5. The following table lists the drawings known to County relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

<b>Drawings Title</b>	<b>Date of Drawings</b>	<b>Technical Data</b>
No Additional Known Drawings exist.		

SC-5.06 Add the following new paragraph immediate after Paragraph 5.06.C:

1. Work shall be completed per applicable OSHA, U.S. EPA, Ohio EPA, and Ohio Department Health regulations, including U.S. EPA's Renovation, Repair, and Painting Program Final Rule.
2. Contract shall assume that suspect window and door components and coatings are lead-based paint and also contain cadmium and asbestos (unless Contractor samples and proves otherwise).
3. Contractor shall assume substrates/materials and associated coatings adjacent to window and door assemblies contain lead, cadmium, and asbestos (unless Contractor samples and proves otherwise) and perform work without disturbing these materials.
4. Contractor may not conduct a lead risk assessment at any property without prior approval from County.



## ARTICLE 6—BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Delete Paragraphs 6.01.A, B, and C in their entirety and insert the following in their place:

- A. If Contractor did not furnish a Bid Security Bond with its bid submittal, upon which the Contract was awarded, Contractor shall furnish a Performance and Payment Bond in the form included in the Project Manual as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents.
- B. Bond shall be in the amount of Contract Price. If the Contract Price increases at any time such that it exceeds the penal sum of the Bond, Contractor shall cause the penal sum of the Bond to be increased such that the penal sum equals one-hundred percent of the increased Contract Price. Any time the Contractor increases the penal sum of the Bond, Contractor shall deliver to the County written consent of the affected Surety or Sureties confirming the increased penal sum; County's receipt of that written consent is a condition precedent to County's obligation to pay the Contractor for any portion of the Work associated with the increase. If notice of any change affecting the Contract is required by any Surety or by the provision of any Bond, the Contractor shall provide that notice.
- C. Bond shall be signed by an agent of surety and accompanied by a certified copy of the authority to act on behalf of surety. If there is more than one Surety under the Bond, each of them shall be jointly and severally liable as surety under the Bond.

### 6.02 *Insurance—General Provisions*

SC-6.02 Amend Paragraph 6.02.B by replacing the words "A.M. Best rating of A-VII or better" with "A.M. Best rating of A-, X, or higher."

### 6.03 *Contractor's Insurance*

SC-6.03 Delete Paragraphs 6.03.B and C in their entirety and insert the following in their place:

- B. Throughout performance of Work or longer as may be described below, Contractor shall obtain, pay for, and keep in force, minimum insurance coverage described in Article 6.
  - 1. Each requirement of Article 6 applies to Subcontractors just as it applies to the Contractor.
  - 2. If a Subcontractor's usual insurance coverage does not meet minimum coverage requirements, before entering into an agreement with that Subcontractor, Contractor shall submit to County **(1)** a certificate of insurance evidencing the insurance Subcontractor will carry without additional compensation and **(2)** if County requests, a written proposal from the Subcontractor to provide coverage that meets minimum coverage requirements. County will decide whether to accept the non-conforming insurance coverage or proposal to provide conforming coverage.
  - 3. On a case-by-case basis, County and Contractor may agree to adjust the below requirements for any particular Subcontractor.
- C. Before starting Work on Site, upon renewal of any policy, and upon a change of any insurance carrier, Contractor shall deliver to County certificates evidencing that required insurance is in force.

- D. With exception of government-controlled workers compensation coverage:
1. Contractor shall place insurance with companies that **(1)** are satisfactory to the County, **(2)** hold an A.M. Best Rating of A-, X, or higher, and **(3)** are authorized to conduct business in Ohio;
  2. Policies shall be endorsed to require Contractor's insurance carrier to **(1)** provide 30-days' written notice to County (as certificate holder) of cancellation or non-renewal of insurance and **(2)** provide at least 10-days' written notice to County (as certificate holder) of cancellation of insurance for non-payment of premium; and
  3. Within 30 days of County's request, Contractor shall submit insurance-company certified copies of policies, policy endorsements, loss-run reports, or all three.
- E. Contractor shall pay all deductibles, or self-insured retentions, or both contained in Contractor's policies of insurance required or provided in connection with the Project. County reserves the right to approve or reject all levels of self-insured retention, captive insurance programs, or other alternative risk financing Contractor may use to comply with any insurance requirement.
- F. Contractor shall pay a proportionate share of deductibles, or self-insured retentions, or both contained in any insurance policy County purchases for the Project. Contractor's proportionate share will derive from percentage of associated claim or loss attributable to alleged or actual negligence of Contractor or a Subcontractor.
- G. Failure of County to demand a certificate or other evidence of full compliance with insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.
- H. County may terminate Contract for cause on account of Contractor's failure to maintain required insurance.
- I. Workers Compensation. Contractor shall maintain workers compensation coverage meeting requirements of Applicable Law.
- J. Employers Liability Coverage. Contractor shall maintain employers liability coverage with **(1)** an each accident limit of not less than \$1,000,000, **(2)** a disease each-employee limit of not less than \$1,000,000, and **(3)** a disease policy limit of not less than \$1,000,000.
- K. Commercial General Liability. Contractor shall maintain commercial general liability ("CGL") coverage that provides **(1)** an each-occurrence limit of not less than \$1,000,000, **(2)** a general-aggregate limit of not less than \$2,000,000, and **(3)** a products and completed-operations aggregate limit of not less than \$2,000,000.
1. CGL insurance shall be written on ISO occurrence form CG 00 01 10 01 or a substitute form, providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed-operations, personal and advertising injury, and liability assumed under an insured contract.
  2. Contractor shall include County and Engineer as additional insureds under the CGL policy using ISO endorsement CG 20 10 07 04 and ISO endorsement CG 20 37 07 04 or a substitute form(s) providing equivalent coverage.

3. CGL policy shall be endorsed using ISO endorsement CG 25 03 or a substitute form providing equivalent coverage to provide that general aggregate limit applies separately to each of insured's projects.
  4. CGL insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs that cover additional insured(s).
  5. CGL policy shall not exclude coverage to additional insured(s) for bodily injury or property damage arising out of products/completed-operations hazard.
  6. Contractor shall maintain CGL insurance in effect for no less than five years after the earlier of termination of the Contract or Substantial Completion of Work.
- L. Business Automobile Liability. Contractor shall maintain business automobile ("BA") coverage written on ISO form CA 00 01 10 01 or a substitute form, providing at least equivalent coverage with a limit of not less than \$1,000,000 each accident.
1. Coverage shall extend to any auto.
  2. Contractor shall include County and Engineer as additional insureds under the BA policy.
- M. Umbrella/Excess Liability. Contractor may employ an umbrella/excess liability policy to achieve the above required minimum coverage.
1. Contractor shall maintain umbrella/excess liability coverage with a limit of not less than \$2,000,000 (in addition to the above-required limits) if Work (or Work to be performed by Subcontractor) includes any of the following:
    - a. brick/block masonry;
    - b. exterior caulking/sealant;
    - c. cast-in-place or precast concrete;
    - d. curtain wall;
    - e. damp proofing/waterproofing;
    - f. electrical;
    - g. elevator;
    - h. exterior glass and/or glazing;
    - i. exterior marble, granite, and/or other stonework;
    - j. miscellaneous metals;
    - k. plaster/stucco;
    - l. plumbing;
    - m. HVAC;
    - n. roofing and/or sheet metal;
    - o. scaffolding;
    - p. spray-on fireproofing;

- q. sprinkler and/or fire protection; or
  - r. structural steel and/or metal deck.
2. Contractor shall maintain umbrella/excess liability coverage with a limit of not less than \$5,000,000 (in addition to the above-required limits) if Work (or Work to be performed by Subcontractor) includes any of the following:
- a. caissons and/or piles;
  - b. demolition;
  - c. excavation and/or utility work;
  - d. sheeting, shoring, and/or underpinning;
  - e. window washing equipment; or
  - f. wrecking.
- N. Contractor's Pollution Liability. If Work includes environmentally sensitive, hazardous types of activities (such as demolition, lead safe renovation and/or abatement work, exterior insulation finish systems, asbestos abatement, storage-tank removal, or similar activities), or involves hazardous materials, Contractor shall maintain a contractor's pollution liability ("CPL") policy in occurrence type with **(1)** a per-claim limit of not less than \$1,000,000 and **(2)** an annual-aggregate limit of not less than \$2,500,000, covering the acts, errors and/or omissions of Contractor for damages (including from mold) sustained by County by reason of Contractor's performance of Work. Coverage shall include Transportation Pollution Liability and coverage for non-owned disposal sites.
- 1. CPL policy shall have an effective date, which is on or before date that Contractor first started to perform any Project-related services.
  - 2. Upon submission of associated certificate of insurance and at each policy renewal, Contractor shall advise County in writing of any actual or alleged claims that may erode the CPL policy's limits.
  - 3. Contractor shall maintain CPL insurance in effect for no less than five years after the earlier of termination of the Contract or Substantial Completion of Work.
- O. Equipment Coverage. County will not insure or be liable for damages to any Contractor or Subcontractor owned, leased, rented, or borrowed tools, equipment, or vehicles. Contractor and Subcontractors are solely responsible for maintaining insurance necessary to cover their tools, equipment, and vehicles.
- P. Aviation Liability. If Contractor or a Subcontractor uses aircraft, including helicopters, in performance of Work, Contractor shall maintain aircraft or aviation liability coverage in an amount no less than \$10,000,000. County will not be liable for damage to any aircraft owned, leased, rented, or borrowed by Contractor or Subcontractor.
- Q. Watercraft Liability. If Contractor or a Subcontractor uses watercraft in performance of Work, Contractor shall maintain watercraft liability coverage including protection and indemnity insurance in an amount no less than \$5,000,000. County will not be liable for damage to any watercraft owned, leased, rented, or borrowed by Contractor or Subcontractor.

- R. Additional Property Insurance. For any demolition, blasting, excavation, tunneling, shoring, or similar operations, Contractor shall provide and maintain Property Damage Liability Insurance with a limit of liability equal to limit specified in applicable sections of Paragraph 6.03.

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Add the following paragraphs immediately after Paragraph 6.04.E.:

- F. Bidder's Risk Requirements: Contractor shall provide and maintain, during progress of Work and until Contract Completion, a builder's risk insurance policy to cover all Work in the course of construction including false-work, temporary buildings and structures, and materials used in the construction process, stored on or off-site, or while in transit. This insurance shall be on a special cause of loss form that provides coverage on an open perils basis insuring against direct physical loss of, or damage to, covered property including, but not limited to, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse, water damage, and hot and cold testing. This insurance shall be written on a replacement cost basis and shall also include debris removal, and/or demolition occasioned by enforcement of Applicable Law.
1. amount of coverage shall be not less than total completed value of the Project, including value of permanent fixtures and decorations, with a deductible of not more than \$25,000 per occurrence. Any deductible over amount specified shall be authorized in writing by County.
  2. Coverage shall include a provision to pay reasonable extra costs of acceleration and expediting temporary and permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and extra cost of "express" or other means for rapidly transporting materials and supplies necessary to repair or replacement.
  3. Coverage shall include "soft cost endorsement" including, but not limited to, reasonable extra costs of Engineer and reasonable Contractor extension or acceleration costs.
  4. Coverage shall include material in transit or stored off-site and identified for the Project.
  5. Coverage shall waive all rights between County, Contractor, and Subcontractors at any tier, for damages caused by fire or any other perils to extent of actual recovery of any insurance proceeds under the policy.
  6. Coverage shall include appropriate sub-limits for installation coverage.
  7. Coverage shall include provisions for mechanical or electrical breakdown, or boiler system testing.
  8. Coverage shall include temporary structures and scaffolding, along with collapse coverage.

9. Coverage shall be primary to all other applicable insurance.
  10. Builder's risk policy shall specifically permit and allow for Partial Occupancy by County prior to Contract Completion and coverage shall remain in effect until all punch list items are completed.
  11. Contractor's tools and equipment shall not be covered under builder's risk policy. It is Contractor's sole responsibility to maintain such coverage, which shall be included in its Overhead (a component of Contractor's Fee) and not included as a separate item in Contractor's Schedule of Values.
- G. If Contractor is involved solely in the installation of material and equipment and not in new building construction, Contractor shall purchase and maintain a builder's risk, builder's risk-renovations, or installation floater insurance policy. policy shall comply with the provisions of Paragraph 6.04.F.
- H. Ocean Marine Insurance. If shipment of equipment or materials for Work will not be covered by builder's risk insurance required under Paragraph 6.04.A, Contractor shall maintain ocean marine insurance to the Site including cost, insurance, and freight with limits of not less than an amount equal to full replacement cost of equipment/materials shipped to final destination point. insurance shall include the following minimum requirements:
1. all-risk basis including war risk and all forms of terrorism;
  2. coverage for general average and salvage charges;
  3. "on deck" coverage;
  4. warehouse-to-warehouse coverage;
  5. coverage to include losses from strikes, riots, and civil commotions ("SR&CC coverage");
  6. coverage to include losses from free of capture and seizure warranty ("FC&S Warranty coverage");
  7. "Inchmaree" clause;
  8. sue and labor;
  9. "both-to-blame" coverage;
  10. free of particular average;
  11. inland coverage including on-land shipment, port storage, and barge transit upon inland waterways; and
  12. damage by saltwater and rainwater perils and cargo sweat.

## ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

### 7.01 *Contractor’s Means and Methods of Construction*

SC-7.01 Insert the following paragraphs immediately after Paragraph 7.01.B:

- C. Contractor represents and agrees that it is a Certified Firm for U.S. EPA’s Renovation, Repair, and Painting Program, Final Rule (40 CFR 745) and have an Ohio Licensed Lead Abatement Contractor on Staff. Contractor also represents and agrees that it has met requirements imposed by federal, state, and local laws and that it will provide all of its services in compliance with applicable federal, state, and laws, regulations, rules and ordinances, including, but not limited to, compliance with applicable federal, state, and local notification requirements, and laws and regulations regarding the storage, transportation, and disposal of materials removed, laws and regulations regarding documentation and recordkeeping.
- D. Contractor shall provide its services consistent with professional skills and care prevailing among lead renovation/abatement contractors specializing in these types of projects. Contractor acknowledges that County is entering into this Agreement in reliance on Contractor’s abilities in performing services under this Agreement and is placing its trust and confidence in the Contractor to do so, which trust and confidence the Contractor accepts. If at any time the Contractor believes that Work’s actual cost will exceed Contract Price due to value of unit price work performed exceeding bid amounts, Contractor shall notify County immediately and in writing and will recommend alternatives for staying within Contract Price.
- E. Contractor shall provide written updates to County of amount and location of any hazardous materials discovered in course of Work but not previously recorded in plans or specifications.

### 7.02 *Supervision and Superintendence*

SC-7.02 Add the following new paragraphs immediately after Paragraph 7.02.B:

- C. If scope of Work includes multiple sites, Contractor shall have a competent resident superintendent at each Site.
- D. Competent resident superintendent(s) shall be Contractor’s representative at Site(s) and shall have authority to act on behalf of Contractor. Communications given to superintendent shall be as binding as if given to Contractor. Superintendent shall have ability to communicate effectively with workers and regulatory agencies.
- E. Superintendent(s) shall be a "Competent Person" as required by OSHA, a "Certified Renovator" as required by U.S. Environmental Protection Agency, and for abatement projects a Lead Abatement Contractor, per Ohio Department Health regulations in Chapter 3701-32 of Ohio Administrative Code for removal of specified lead-containing materials, and shall have a minimum of one year's experience total as superintendent of projects similar to scope of Work on a minimum of three projects..

### 7.03 *Labor; Working Hours*

- SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:
1. Legal holidays for this Project are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, and day before Christmas Day.
- SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "...all Work at the Site must be performed during regular working/work hours and work days as defined in Section 01 11 01 or Request for Proposal, unless specified otherwise in work order.
- 7.07 *Concerning Subcontractors and Suppliers*
- SC-7.07 Delete Paragraph 7.07.D in its entirety and insert the following in its place:
- D. Contractor shall provide a list of proposed Subcontractors and/or Suppliers for the Project within three business days of Bid Opening for review using form (completed in its entirety) provided in Attachment B. Such proposed list shall be deemed acceptable to County unless County raises a substantive, reasonable objection within five business days.
- 7.10 *Taxes*
- SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:
- B. County is exempt from payment of sales and compensating use taxes of the State of Ohio (per Ohio Revised Code, Section 5739.02 and State of Ohio Use Tax, Section 5741.01) and of cities and counties thereof on all materials to be incorporated into the Work.
    1. County will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
    2. County's exemption does not apply to construction tools, form lumber, oils, greases, fuel, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.
- 7.13 *Safety and Protection*
- SC-7.13 Add the following new paragraph immediately after Paragraph 7.13.J:
- K. Contractor acknowledges that safety of general public and County's employees and guests is of utmost importance. Contractor shall take no action which would jeopardize safety of general public or County's employees or guests and, without County's written approval, shall take no action which would interfere with any of County's activities.
- 7.19 Add the following new paragraphs immediately after Paragraph 7.19:
- SC-7.20 *Reporting Events*
- A. **Reporting Unusual Events:** When an event of unusual and significant nature occurs at Site (examples: failure of static pressure differential system, rupture of temporary enclosures), prepare and submit a special report listing chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise County at earliest possible date.
  - B. **Reporting Accidents:** Prepare and submit reports of accidents, at Site and anywhere else work is in progress. Record and document data and actions; comply with industry standards.



For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a threat of loss or personal injury.

SC-7.21 *Nondiscrimination*

- A. The Contractor shall comply with Applicable Law regarding equal employment opportunity, including ORC Section 153.59 and all Executive Orders issued by the Governor of the state of Ohio.
1. As required under ORC Section 153.59, the Contractor agrees to both of the following:
    - a. “in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor’s or subcontractor’s behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; and”
    - b. “no contractor, subcontractor, or any person on a contractor’s or subcontractor’s behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.”
  2. The Contractor shall cooperate fully with the State’s Equal Opportunity Coordinator (“EOC”), with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Contract.
  3. In the event the Contractor fails to comply with these nondiscrimination clauses, the Contracting Authority shall deduct from the amount payable to the Contractor a forfeiture of the statutory penalty pursuant to ORC 153.60 for each person who is discriminated against or intimidated in violation of Paragraph SC-7.21.A.
  4. The Contract may be terminated or suspended in whole or in part by the Contracting Authority and all money to become due hereunder may be forfeited in the event of a subsequent violation of Paragraph SC-7.21.A.
- B. Hiring Under State Public Improvement Contracts.
1. Any provision of a hiring hall contract or agreement which obligates the Contractor to hire, if available, only employees referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to employment under any public improvement contract unless at the date of execution of the hiring hall contract or agreement, or within 30 days thereafter, the labor organization has procedures in effect for referring qualified employees for hire without regard to, race, color, religion, national origin, military status as defined in ORC Section 4112.01, or ancestry and unless the labor organization includes in its apprentice and journeyman’s membership, or otherwise has available for job referral without

discrimination, qualified employees, both whites and non-whites (including African-Americans).

C. Affirmative Action.

1. The Contractor and Subcontractors shall comply with the State's Equal Employment Opportunity requirements described under OAC Sections 123:2-3 through 123:2-9 that include, without limitation, the requirements described under this Section 1.1.3.
2. The Contractor shall demonstrate its good faith efforts to comply with the utilization goals currently established for minority and women employees and submit documentation to the EOC.
3. By the 10th day of each month, the Contractor and Subcontractors shall submit to the EOC via the internet a Report - Input Form 29 (I-29) for the preceding month. The form shall be submitted through the Ohio Business Gateway: <http://business.ohio.gov/efiling/>.

## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

### 10.03 Resident Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's periodic representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor, keeping County advised as necessary. RPR's dealings with Subcontractors will only be through or with the full knowledge and approval of Contractor. RPR will generally communicate with County only with knowledge of and under direction of Engineer. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor, such as pre-abatement/construction meetings, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings).
  2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
  3. *Liaison*
    - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
    - b. Assist Engineer in serving as County's liaison with Contractor when Contractor's operations affect County's on-Site operations.
    - c. Assist in obtaining from County additional details or information, when required for Contractor's proper execution of the Work.
  4. *Review of Work; Defective Work*

- a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
- b. Observe whether any Work in place appears to be defective.
- c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
- b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Completion*

- a. Participate in Engineer's Site visits.
- b. Assist in the preparation of a punch list of items to be completed or corrected.
- c. Participate in Engineer's visit to the Site in the company of County and Contractor regarding completion of the Work and assist in preparation of a final punch list of items to be completed or corrected by Contractor.
- d. Observe whether items on the final punch list have been completed or corrected.

7. *Records:* Maintain records for use in preparing Project documentation.

8. *Rejection of Defective Work:* Report to Engineer whenever RPR believes that Work does not generally conform to Contract Documents, has been damaged, or does not meet requirements of any inspection, test or approval required to be made; and advise Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

D. The RPR will not:

- 1. Authorize any deviation from Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Engineer.
- 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of Work.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with Work.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize County to occupy the Project in whole or in part.
8. Provide access to Work by any governmental agent.
9. Act as an agent of the Engineer except as set forth herein.

## **ARTICLE 13 –COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

### **13.01 *Cost of the Work***

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Associated Equipment Distributors' AED Green Book.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

### **13.02 *Allowances***

SC-13.02 Amend Paragraph 13.02.B.2 by replacing words "Contract Price" with the words "Unit Cost of the related Task in the Unit Cost/Crew Output Schedule).

## **ARTICLE 14–TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

### **14.01 *Access to Work***

SC-14.01 Delete Paragraph 14.01.A in its entirety and insert the following in its place:

- A. Contractor is responsible for controlling and limiting access to Work; an employee shall remain outside each work area during abatement activities to control access. Access to Work by Contractor or Contractor's representatives or employees is not addressed in this Supplementary Condition. Engineer and Engineer's representatives and employees shall have unlimited access to Work. County and County's representatives and employees, and other persons designated by County or Engineer, shall have access to the Work at reasonable times for their observation, documentation, inspection, and testing, or for such other reasonable purposes identified by County or Engineer.
  1. Representatives, employees, and persons entering any abatement work area shall, at a minimum, follow OSHA requirements for entering regulated areas (e.g., respirators, competent persons, etc.) and have appropriate training as determined by competent person.

2. Representatives, employees, and persons entering any portion of Site shall have appropriate personal protective equipment and training as determined by competent person.
- B. Employees or representatives of government agencies shall have access to Work under the following terms and conditions:
1. Government agency and its employees or representatives are legally authorized to have access to Work. Contractor shall determine that said legal authority exists, and scope of legal authority. Contractor shall immediately notify County and Engineer of any request by any government agency or employees or representatives of government agencies to have access to Work.
  2. Contractor shall take all steps necessary to determine interests and rights of County and Engineer in any inspections by government agencies. Contractor shall establish, to extent possible at Pre-Abatement/Construction Meeting , interests and rights of Engineer and County in any inspections by government agencies. Contractor shall take all steps necessary to protect and preserve interests and rights of County and Engineer in any inspections by government agencies or by employees or representatives of government agencies.
  3. Contractor shall fully indemnify County and Engineer from all loss or damage arising from Contractor's permitting access to Work in any manner that does not preserve and protect interests and rights of County and Engineer.
- C. Access to Work by persons other than employees or representatives of government agencies, County, Engineer, or Contractor shall be permitted on the following terms:
1. No persons other than those persons designated by County or Engineer shall have access to Work.
  2. Persons designated by County or Engineer as persons who shall have access to Work shall have access at a reasonable date and time and in a reasonable manner.
- D. For persons having access to Work pursuant to provisions of Paragraphs 14.01.A through C, Contractor shall:
1. Provide proper and safe conditions for access to Work, complete protective clothing, respiratory protection equipment, and other necessary equipment in accordance with statutes and regulations, and in accordance with applicable provisions in Division 2 of Contract Documents.
  2. Record in writing the names of all such persons, their affiliation with any relevant organization or agency, dates, times, places, and durations of all such access.
- E. Contractor shall secure all ingress and egress to Work in a manner which prevents access to Work in a manner that fails to conform with provisions stated herein.
- F. Contractor shall provide to Engineer and Engineer's employees and representatives conditions, and clothing and equipment for day-to-day use, described in Paragraph 14.01.D.1.

#### 14.06 *County May Stop the Work*

SC-14.06 Add the following new paragraph immediately after Paragraph 14.06.A:

- B. Contractor shall not resume Work that County has ordered to be stopped until Contractor receives written authorization to resume Work. County's order to stop Work shall not mitigate provisions of Article 4 of Agreement (concerning Contract Time and Liquidated Damages) and Paragraph 1.02.H.2 of Section 01 11 01 (concerning Engineer's additional Work).

## **ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

### **15.01 *Progress Payments***

SC-15.01 Amend Paragraph 15.01.D by replacing the word "Ten" with the word "Thirty".

### **15.03 *Substantial Completion***

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

- 1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to County. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then County may impose a reasonable set-off against payments due under this Article 15.

### **15.08 *Correction Period***

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be **one** year after Substantial Completion.

## **ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES**

### **17.02 *Dispute Resolution Process***

SC-17.02 Add the following new Paragraph immediately after Paragraph 17.01:

- A. The following forms of non-binding Dispute Resolution Processes (DRP) may be considered:
  - 1. Negotiation: If negotiation is warranted, the parties to the dispute may agree to a progressive level of negotiators, invested with the authority to agree to a determination of an adjustment in the Contract Sum, Contract Times, or both.
  - 2. Dispute Review Board: If a dispute review board is the accepted DRP procedure, or the process to follow when negotiations are unsuccessful, the parties to the dispute shall jointly select three neutral third parties to monitor the progress of construction and provide recommended resolution to disputes that are brought before them. The costs of the dispute review board shall be shared equally among the parties to the dispute.

3. Mediation: If mediation is the accepted DRP procedure, or the process to follow when negotiations are unsuccessful, the parties to the dispute shall accept a neutral third party to mediate the dispute. The costs of mediation shall be shared equally among the parties to the dispute.
4. Other: Another DRP procedure accepted by all Project key stakeholders.

## CONTRACT ADDENDUM

APPLICABLE TO ALL CONTRACTS FUNDED IN WHOLE OR IN PART BY FUNDS  
MADE AVAILABLE BY THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA).

### **Conflicts of Interest**

- A. **Applicability.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals are excluded from competing for such requirements.
- B. **Violations.** Contractors who violate this policy will result in termination of the contract and may not be eligible for future contract awards.

### **Contract Requirements Pursuant to Part 200, Appx II**

- A. **Equal Employment Opportunity – *for all construction contracts*.** Contractor agrees to comply with all provisions set forth in 41 C.F.R. Part 60-1.4(b), including, but not limited to:

Agrees it will not discriminate against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing or disclosing compensation. Further agree to take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

- B. **Contract Work Hours and Safety Standards Act – *for all contracts in excess of \$100,000 which involve the employment of mechanics or laborers*.** Contractor agrees to comply with the Act (40 USC 3702 and 3704), as supplemented by Department of Labor regulations (29 CFR Part 5). Specially, Contractor agrees that:
    - 1. It will compute of the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.
    - 2. It will compensate all labor excess of the 40-hour work week at rate of not less than one and a half times the basic rate.
    - 3. It will not require mechanics or laborers to work in conditions which are unsanitary, hazardous or dangerous.
  - C. **Rights to Inventions Made Under a Contract or Agreement - *for contracts with small businesses or nonprofits for the performance of experimental, developmental or research work*.** To the extent applicable, this contract incorporates by reference the patent rights clause at 37 CFR 401.14.
  - D. **Clean Air Act and the Federal Water Pollution Control Act – *for all contracts exceeding \$150,000*.** Contractors agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations
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must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**E. Debarment – *applies to all contracts.*** Contractor asserts it is not included on either the Ohio or Federal debarred bidder's list.

**F. Byrd Anti-Lobbying Amendment – *for all contracts exceeding \$100,000.*** Contractors agree to file the required certification and therefore:

1. Certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.
2. Will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
3. Agrees to incorporate this provision into any agreement with subcontractors.

**G. Recovered Materials – *for any purchases of items which cost \$10,000 or more during the course of a fiscal year.*** Contractors agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, specifically the guidelines set forth in 40 CFR part 247.<sup>1</sup>

1. In the performance of this contract, Contractor agrees to make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
2. Contractor agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**H. Domestic Preference – *for all contracts.*** Contractor will, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

**I. Prohibition on Contracting for Covered Telecommunications Equipment or Services – *for all contracts.*** Consistent with Public Law 115-232, Section 889, Contractors understand it is prohibited from obligating or expending funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications

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<sup>1</sup> See <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**Covered Telecommunications Equipment and Service Under this Provision:**

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  2. For the purposes of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by:
  3. Telecommunications or video surveillance services provided by such entities or using such equipment;
    - a. Hytera Communications Corporation;
    - b. Hangzhou Hikvision Digital Technology Company; or
    - c. Dahua Technology Company (or any subsidiary or affiliate of such entities).
  4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense . . . reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
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# SECTION 01 11 01

## SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. **Section Includes:** Scope of work, identification of project site, work sequence, work hours, meeting requirements, Contractor's use of project site(s), and Homeowner occupancy.
- B. **Related Sections:**
  - 1. Section 01 21 13: Allowances
  - 2. Section 01 22 50: Coordination
  - 3. Section 01 33 01: Submittal Procedures
  - 4. Section 01 35 24: Personal Protection for Abatement Work
  - 5. Section 01 41 01: Regulatory Requirements
  - 6. Section 01 42 14: Reference Standards and Definitions
  - 7. Section 01 51 01: Construction Facilities and Temporary Controls
  - 8. Section 01 52 20: Hygiene Facilities and Practices
  - 9. Section 01 61 00: Product Requirements
  - 10. Section 01 70 01: Contract Closeout
  - 11. Division 2: Existing Conditions

#### 1.02 PROJECT SITE AND WORK IDENTIFICATION

- A. **General:** Project name is "Lead Safe Ohio 2024-2026 Term Contract" as shown on Contract Documents prepared by Engineer dated May, 2024, and designated by Project Number GA24-007.
- B. **Contract Documents** indicate Work of Contract and related requirements and conditions that have an impact on Work. Contract Documents for all Work involved with this Project are listed in Article 7 of Standard Form of Agreement.
- C. **Project Sites** are not yet known but will be limited to houses in Delaware County in the State of Ohio.
- D. **County's administrative offices** are located at 91 North Sandusky Street, Delaware, Ohio 43015. County's contact person for this Project is Justin Nahvi [email: jnahvi@co.delaware.oh.us; and phone number: (740) 833-2106].
- E. **Engineer's office** is located at 5676 State Route 521, Suite A, Delaware, Ohio 43015, [(614) 942-6040]. Engineer's contact person for this Project is Todd Harrison (email: ptharrison@gandee.net).

F. Per Contract Documents, Work of this Project includes:

1. **Base Bid:** perform work as directed by County and designed by Engineer. Work will be assigned as specified in Section 01 22 50. Contractor will be paid on a unit price basis as bid in Unit Cost/Crew Output Schedule (in Bid Form) and administered per Section 01 22 50.
2. **Allowances:** include cash allowances (per Section 01 21 13) for furnishing of window and door assemblies, reimbursement of hotel costs for residents, and reimbursement of meals for residents, pest control, miscellaneous materials for repairs, and permits.

G. **Project Sequence** in each work area shall be as follows:

1. Review work order from County. Only work noted in work orders will be paid for by the County; work performed at direction of homeowner shall be between the Contractor and homeowner to resolve.
2. Meet with Engineer and homeowner to review window and/or door assemblies, review procedures and homeowner's requirements and logistics, measure openings, and establish a projected project schedule.
3. Order window and/or door assemblies for delivery to Contractor's shop.
4. Once confirmed that Contractor has received windows and doors for a given project, schedule actual start of work with homeowner and Engineer.
5. Provide gift cards for food to homeowner per Guidelines and Allowance A2 and, if requested by homeowner, reserve hotel accommodations per Guidelines and Allowance A2.
6. Remove window and/or door assemblies and install new window and/or door assemblies within two workdays (weather permitting). If any hidden damage is encountered during this work, take pictures and send to Engineer.
7. At completion of Work, prior to removal of demarcation devices, Engineer will procure clearance dust samples within work areas in accordance with requirements specified in Division 2.
8. After dust samples are procured, review work with Engineer and correct any deficiencies found.
9. Once dust samples meet clearance standards, dismantle work areas, reclean, and review work with Engineer and homeowner; correct any deficiencies found and provide homeowner and Engineer with warranty information. Once work has been accepted and warranty paperwork has been provided, any subsequent site-work shall be handled entirely between the Contractor and Homeowner.

H. **Project Work Schedule:**

1. Work shall be performed during normal work days and hours (Monday through Friday, between 8:00 a.m. and 5:00 p.m.) except during emergencies or as authorized by Engineer. Unless coordinated otherwise with Engineer, work shall not exceed a 10-hour work day nor a 40-hour work week. If Project includes multiple Sites, when performed simultaneously, work at all Sites shall have the same work days and hours (unless specified otherwise elsewhere or coordinated otherwise with house/facility owner and Engineer). Legal holidays shall be observed unless alternative arrangements are approved by Engineer.

2. Reimburse County for Engineer's additional work hours or work days as follows:
  - a. If Work is not completed by specified Substantial Completion Date, reimburse County for Engineer's actual additional expenses at rate of \$115 per hour expended by Project Manager (no more than ten hours per week) and \$145 per hour expended by Engineer (no more than four hours per week).
  - b. Reimbursements set forth herein are in addition to liquidated damages, and shall be paid prior to project acceptance and final payment.
  - c. Reimbursement to County of Engineer's additional work expenses shall not apply to extent that overtime or extension is fault of County or Engineer or beyond reasonable control of Contractor.
3. For each distinct work area, abatement work schedule shall include three work days for Engineer to procure and analyze clearance dust samples.

#### 1.03 MEETINGS

##### A. **Pre-Construction Meeting:**

1. After Agreement has been executed, Engineer will schedule a Pre-Construction Meeting to be attended by County, Engineer, and Contractor.
2. Submit documents listed in Section 01 33 01, Paragraph 1.02.B to Engineer.

##### B. **Site Mobilization Meeting:**

1. Prior to start of Work at each Site, Engineer may schedule a Site Mobilization Meeting to be attended by Engineer and Contractor, and potentially the house/facility owner.
2. Meeting shall accomplish the following, as applicable: completion of pre-abatement inspection for damages; assignment of office spaces, storage areas, and, if available, rest rooms for use by Contractor; review of site work and access constraints; and any other coordination items.

- C. **Pre-Installation Meeting:** Prior to commencing work of a given section, Engineer may schedule a Pre-Installation Meeting (to be attended by Engineer and Contractor, and potentially the house/facility owner) to review Site conditions and review requirements of work.

#### 1.04 EMPLOYEE CONDUCT

- A. Contractor's employees shall abide by Federal, State, and Local laws and applicable County policies and rules while on premises.
- B. Contractor's employees shall not fraternize with any occupant(s) of building(s) or employee(s) of County.
- C. Contractor's employees are restricted to those areas of buildings and grounds directly included in Work. Unless coordinated otherwise with homeowner, entry to all other areas (including restroom usage) is forbidden.
- D. Any employee whose conduct is judged unfit by Engineer, County, Homeowner shall not be permitted to work on Project.
- E. Tobacco use is not permitted at any site (inside and outside).

#### 1.05 HOMEOWNER OCCUPANCY

- A. **General:** Maintain existing building in a safe and weathertight condition throughout construction period. Repair damage caused by construction operations.
- B. **Partial Homeowner Occupancy in Work Areas:** Although occupants will be moved out for duration of work, homeowner reserves right to periodically visit site provided such visits are coordinated with Contractor and do not substantially interfere with completion of Work. Such visit shall not constitute acceptance of Work or any part of Work.

#### 1.06 WALK-AWAY POLICY

- A. **General:** Work may be declined in any household for health and/or safety issues for Contractor employees by submitting proof of such issues to Engineer and County.
- B. **Abusive or Threatening Behavior or Failure to Cooperate:** If homeowner or other occupant becomes abusive or threatening or they fail to cooperate. Notify Engineer and County to determine if situation can be rectified before continuing the work.
- C. **Illegal Activity:** If illegal activities or abusive or inhumane behavior are observed within the house or on the property, stop work and notify Engineer and County.
- D. **Pest Infiltration:** If pest infiltration (cockroaches, bedbugs, etc.) is encountered, notify Engineer and County to determine if situation can be rectified before continuing the work.

#### PART 2 - PRODUCTS (Not Applicable)

#### PART 3 - EXECUTION (Not Applicable)

END OF SECTION

## SECTION 01 21 13

### ALLOWANCES

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. **Section Includes:** Provision of an adequate budget and bonding to cover items not precisely determined by County prior to bidding; allow within proposed Contract Sum amounts described below.
- B. **Related Sections:**
  - 1. Bid Form
  - 2. Section 01 11 01: Summary of Work

#### PART 2 - PRODUCTS

##### 2.01 SPECIFIC ALLOWANCES

- A. **Cash Allowance A1 (Furnishing of Window and Door Assemblies):** Under Base Bid, allow sum of \$150,000 for furnishing of window assemblies, door assemblies, storm doors, and typical associated carpentry and trim (per Division 8) as designed by Engineer.
- B. **Cash Allowance A2 (Occupant Hotel and Meal Costs):** Under Base Bid, allow Sum of \$25,000 for reimbursement of hotels, meal costs, and pet relocation services used by housing occupants.
- C. **Cash Allowance A3 (Pest Control):** Under Base Bid, allow sum of \$3,000 for addressing pest infestations prior to start of work.
- D. **Cash Allowance A4 (Miscellaneous Carpentry Materials):** Under Base Bid, allow sum of \$7,000 for miscellaneous materials needed to complete repairs necessary to complete work of this Contract.
- E. **Cash Allowance A5 (Permits):** Under Base Bid, allow sum of \$3,000 for cost of any required permits.

#### PART 3 - EXECUTION

##### 3.01 WORK ORDERS

Contractor may be directed to perform additional work at project site(s) through date specified in Paragraph 5.01 of Bid Form.

##### 3.02 ALLOWABLE COSTS & ADJUSTMENTS IN CASH ALLOWANCES

- A. Refer to Paragraph 13.02 of General Conditions amended by Supplementary Conditions.
- B. Allowance established under Paragraph 2.01.A shall cover cost to Contractor (less any applicable trade discounts) of materials required under Allowance to be delivered to Site(s), and all applicable taxes. Costs unloading and handling on Site(s), labor, installation costs, home-office overhead, profit, insurance, and other expenses required for Allowance shall be

included in Unit Cost Task for removal of existing window or door and subsequent installation of new window/door and not in Allowance(s). If actual price for performing work identified under Allowance is more or less than actual "Allowance(s)" then Contract Price shall be adjusted by Change Order.

- C. Allowance established under Paragraph 2.01.B shall cover costs for hotels and meals for house occupants, including taxes, based on receipts collected by Contractor from occupants.

**END OF SECTION**



## SECTION 01 22 50

### COORDINATION

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. **Section Includes:** Information regarding use of Unit Cost/Crew Output Schedule.

##### 1.02 SUMMARY DESCRIPTION OF COORDINATION

- A. **General Description of Unit Price Work:** Lead Safe Ohio 2024-2026 Term Contract is a Term Contract. Work will be assigned to Contractor over the project term up to the expiration date of Contract. Perform work assigned by Work Order(s) in accordance with Contract Documents and Work Orders issued by County.
- B. **Coordination:** Engineer will compile information necessary for preparation of Work Orders for County, and therein set forth Work to be performed, and how it is to be performed. County will issue Work Order(s). Engineer will provide a representative to periodically observe performance of Work Order Project (per Section 01 11 01, Paragraph 1.02.H.2) and perform necessary tests to determine compliance with Contract Documents. Engineer will determine actual quantity of work performed. County will issue a Certificate of Contract Completion and Engineer will issue a Reconciled Work Order upon satisfactory completion of Work in accordance with these Contract Documents, which will be submitted to County for processing, and which will permit payment to Contractor for work actually and satisfactorily performed.

##### 1.03 DEFINITIONS

- A. See Section 01 42 14 for additional definitions.
- B. Definitions of special terms used in this Section are defined as set forth below. Definitions of some terms defined elsewhere are also presented here for convenience.
  - 1. Assembly (window or door) - all components of feature (e.g., window and door).
  - 2. Clearance Standards - standards for dust sampling that must be attained by Contractor as part of their work under a Work Order (see Sections in Division 2).
  - 3. Hourly rate - cost of one hour of Work which shall include cost of personnel protection (e.g., respiratory protection devices, protective clothing, personal air monitoring, towels, and respirator filters).
  - 4. Mobilization - gathering of equipment, employees and material necessary to perform Work described in a Work Order, deliver same to Site, make all other necessary preparations to perform Work, prepare required submittals per Sections 01 22 50 and 01 33 01 and Sections in Division 2, provide personnel and facility protection, provide necessary material and equipment, and remove equipment, employees and materials from Site at completion of Work. Work required for a complete and proper project which are not included in any of the other Task Nos. listed in Unit Cost/Crew Output Schedule in Bid Form (e.g., administrative costs such as project commencement meetings and preparation of pay requests) shall be included in Task No 1.

5. Output or Crew Output - rate of production or rate of removal of material per crew per work day. As used in Unit Cost/Crew Output Schedule, this rate is regardless of total quantity of material involved in Work Order Project, and regardless of economies or diseconomies of scale associated with Work Order Project, and takes into account materials, equipment, labor, licenses, permits, transportation, overhead, profit, contingencies, and all else necessary to perform Work described in these Contract Documents.
6. Project Site - Site designated in Work Order, including all facilities at project site as designated in Work Order (see Section 01 11 01, Paragraph 1.02.C).
7. Remove and Install - removal and disposal of existing assembly (e.g., window or door) and labor to install new window assembly, door assembly, and associated carpentry, trim, joint sealant, and painting (including labor and standard supplies, materials, and equipment) furnished under Allowance A1.
8. Unit Cost - cost as determined by Contractor for performance of work as set forth in Unit Cost/Crew Output Schedule in Bid Form; this cost is regardless of total quantity of material involved in Work Order Project, regardless of economies or diseconomies of scale associated with Work Order Project, and regardless of number of crews used on Work Order Project, and takes into account all materials, equipment, labor, licenses, permits, notification fees, transportation, contractor sampling requirements, contingencies and all else necessary to perform work described in these Contract Documents.
9. Work Order - an order issued by County directing Contractor to perform Work. Work Order sets forth work to be done, Unit Costs associated with that work, time in which work is to be performed, etc.
10. Work Order Project - scope of work identified under a Work Order. Work Order Projects are independent of each other.

#### 1.04 QUANTITY OF WORK

- A. Total quantity of work to be ordered under this Contract is no more than \$380,000. Multiple Work Orders will be issued during term of this Contract.
- B. At no time during life of Contract will Contractor be required to supply more than three crews at any time.

#### 1.05 TIMING OF WORK

- A. Work may occur at any time during total contract duration indicated in Bid Form.
- B. It is assumed that majority of work will be performed during normal work days and hours (refer to Section 01 11 01, Paragraph 1.02.H). Contractor will receive additional compensation for work directed/specified by County to be performed on non-regular work days or hours if so requested by Contractor.
- C. If Contractor performs work on non-regular work days not so directed in Work Order, no additional compensation will be received for that work on basis of its being non-regular work days.
- D. Work shall not exceed a 10-hour work day nor a 40-hour work week.
- E. Refer to Section 01 11 01, Paragraph 1.02.H.2 regarding reimbursement of County for any additional expenses for additional work completed by Engineer.

F. Work will be scheduled in accordance with provisions of Article 1.09.

#### 1.06 PAYMENT FOR WORK

- A. Payment shall be made on basis of actual quantities of work performed, as determined by Engineer. Adjustments, if required, to quantities listed in a Work Order will be made based on actual quantities removed, installed, decontaminated, repaired, etc., after completion of Work Order Project.
- B. Compensation to Contractor shall be determined solely by multiplying number of units of each Task No. (from Unit Cost/Crew Output Schedule) involved in Work Order Project, as determined by Engineer, by Unit Cost.
- C. Crew Output and Unit Price values for each Task No. set forth in Unit Cost/Crew Output Schedule (in Bid Form) remain fixed for life of Contract regardless of total quantity of material involved in Work Order Project, regardless of economies or diseconomies of scale associated with Work Order Project, and regardless of the number of crews used on the Work Order Project, and shall include (unless specified otherwise for payment under terms of an Allowance) all materials, equipment, labor, licenses, permits, transportation, overhead, profit, contractor sampling requirements, contingencies and all else necessary to perform work described in these Contract Documents, and in particular Division 2.
- D. Payment for work performed under a Work Order shall be in accordance with Contract Documents. Application for partial or final payment shall follow procedures set forth elsewhere, and shall include, as applicable, Certificate of Contract Completion, Reconciled Work Order, etc. Progress payments are permitted in accordance with these Contract Documents.
- E. County will maintain a record of payments to Contractor based on Reconciliation Work Orders and Payment Requests.

#### 1.07 OBLIGATION TO PERFORM WORK

- A. Contractor shall perform all work of each Work Order; if Contractor fails to perform any of this work, Contractor will be held to be in default of Contract.
- B. Obligation to perform work shall be binding on Contractor regardless of quantity of work ordered, time it is ordered, amount of notice or advance notice (if there is any advance notice) given Contractor, prior or other commitments of Contractor, other Work Order Projects underway or scheduled, or the number of crews required by Work Order.
- C. County retains right to bid any work or any other work during life of this Contract, including work that could be performed by Work Order under this Contract.

#### 1.08 WORK ORDERS

- A. Work Orders will be issued by County, with assistance and information provided by Engineer. Work Order Forms are in Attachment A. For each Work Order Project there will be an Authorization Work Order and a Reconciliation Work Order. Authorization Work Orders initiate work and provide information for Contractor's notices; Reconciliation Work Orders quantify work that was performed for payment applications and Certificate of Completion.
- B. There is no limit as to number of Work Order Projects that may be underway at any one time (see Article 1.04), nor is there any assurance that County will provide work under a Work Order on a continuous or nearly continuous basis.
- C. Work performed under a Work Order will be based on Work Descriptions in Unit Cost/Crew Output Schedule, and will reference Task No. Each Work Order will describe extent and type

of work to be performed by use of Task Nos. or other information, and present estimated quantities thereof. Each Work Order will give location(s) where work is to be performed.

- D. Each Work Order will specify date after which work shall commence at Site.
- E. Each Work Order will specify a Milestone Date by which work covered by Work Order shall be completed. Allotted time to perform work will be based on estimated amount of work and Contractor's estimated Crew Output (as set forth in Unit Cost/Crew Output Schedule).
- F. Work Orders issued during this Contract shall be completed in accordance with provisions of those Work Orders and these Contract Documents even if Contract has expired.
- G. Performance of work under each Work Order shall be in accordance with Contract Documents, as set forth in that Work Order.
- H. Each Work Order will specify number of crews to be utilized on Work Order Project.
- I. An Authorization Work Order will set forth work to be performed, etc., as reasonably estimated by Engineer. Reconciliation Work Order will identify actual compensable work performed.
- J. Authorization Work Orders may be amended after they are issued, and may also be amended during course of a Work Order Project, adding or deleting work to Work Order as deemed appropriate by County, except that amendments shall not be used to create totally new projects.
- K. Each Work Order shall be considered closed out when both Reconciliation Work Order and Certificate of Contract Completion are executed and signed and when the following documentation has been submitted:
  - 1. Submittals listed in Section 01 33 01 and each individual Section of Division 2;
  - 2. Affidavit of Waiver of Lien; and
  - 3. Documentation that applicable punch list items have been completed.

#### 1.09 SCHEDULING OF WORK

- A. **Advance Notice:** Engineer will provide Contractor with advance notice of a Work Order, supplying Contractor with relevant scheduling information, when Engineer transmits information for preparation of a Work Order to County.
- B. **Determination of Time of Performance of Work:** County will determine time that work shall be performed, including date on or after which work shall commence at Site, date by which all work covered by Work Order must be completed, time of day work shall be performed, and related matters, based on information supplied by Contractor to Engineer.

#### 1.10 PERFORMANCE OF WORK

- A. **Performance Standards:** Work performed under any Work Order shall be performed in accordance with Contract Documents and specific instructions contained in Work Order.
- B. **Work Order Commencement Meeting:** On or about commencement date set forth in Work Order Contractor and Engineer will hold a project commencement meeting. At that meeting, Contractor shall provide submittals noted in Section 01 33 01, Article 1.02.

**C. Limits of Work:**

1. Contractor shall perform all work necessary to accomplish intent of Work Order, regardless of whether all necessary work is described in Work Order.
2. Actual work performed under a Work Order may differ from that set forth in Authorization Work Order. Reconciliation Work Order will set forth actual work performed, whether more or less than set forth in Authorization Work Order, applicable Rate/Output Adjustors, etc., as determined by Engineer.

D. **Confidentiality:** Contractor and its employees acknowledge an obligation of confidence to County and house owners/occupants and shall not disclose in any manner, to any other person, organization, institution, corporation, or government agency or representative or agent thereof any secret, private or confidential information, knowledge, or reports, records, data or other information gathered or acquired by Contractor, or its employees, in course of their work under this Contract, if this has not already been made public, unless such disclosure is required by law.

E. **Crew Output:** Equip each crew working on a Work Order Project with sufficient skilled personnel to attain crew output rates set forth in Unit Cost/Crew Output Schedule.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

**END OF SECTION**

# SECTION 01 33 01

## SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. **Section Includes:** Required submittals and submittal procedures.
- B. Requirements of this Section apply to submittals required by all Sections of Contract Documents for this Project.

#### 1.02 REQUIRED SUBMITTALS

- A. Refer to each Section for additional submittals required by given Section.
- B. The following submittals are required prior to Pre-Construction Meeting:
  - 1. Applicable **Lead Abatement Contractor License** for removal, repair, encapsulation, enclosure, decontamination, and disposal of lead-based paint as required by federal, state, and local laws in housing and child-occupied facilities where a lead hazard has been identified.
  - 2. Proposed **Landfill** for disposal of waste.
  - 3. **Documentation** of Subcontractor's ability to perform work as specified. Documentation shall include a list of previous projects of similar size, scope and duration satisfactorily completed by Subcontractor.
  - 4. **Certified Firm** certification from U.S. EPA for working with lead-based paint under Renovation, Repair, and Painting Program Final Rule and certificate for proposed **Certified Renovator** who will be assigned to work of this Project.
  - 5. Proposed **Treatment Facility/Recycler, hazardous waste landfill, and/or licensed hazardous waste Transporter** for proper handling of hazardous waste. Submittal shall indicate permit to accept and/or transport each type of hazardous waste included in scope of Work.
- C. The following submittals are required prior to Work Order Commencement Meetings:
  - 1. **Notifications** required by federal, state, and local regulations submitted within time frames required by regulatory agencies. Refer to Section 01 41 01.
  - 2. Proposed **Abatement/Renovation Plans**, which shall include the following: drawings of decontamination facilities and their locations; work area isolation plan with layout of engineering controls (e.g., AFD units, including path of exhaust ducts); security program; routing plan for removal of contaminated material from the building; and a listing of tools, equipment and supplies proposed for use. Prepare contingency plans for possible failure of polyethylene barriers, decontamination structures, static pressure differential systems and devices, and for other circumstances which could lead to escape of contaminated air from within work area and description of how lead waste will be handled during the Project, including waste accumulation area(s), hazardous waste testing, labeling, location of disposal facility, waste transport method, and handling of waste manifest. Contingency plan shall set forth specific

procedures to be followed in event of a potential or actual escape of contaminated air.

3. Proposed **Progress Schedule** for each work area within each building. No Work shall be performed without Engineer's approval of Progress Schedule. No deviations from approved Progress Schedule will be permitted without Engineer's written approval.
  4. **Safety Data Sheets** for materials and supplies listed in Hazard Communication Standard (29 CFR 1926.59) and replacement materials.
  5. Documentation noting receipt of U.S. EPA's **Renovate Right Pamphlet** by Owner/Homeowner (an example form is provided in Attachment B).
- D. The following submittals are required during course of Work and at completion of Work:
1. **Employee Exposure Monitoring Required by OSHA:** Perform exposure monitoring in compliance with OSHA regulations for Contractor's employees. Provide exposure monitoring equipment required in Paragraph 1.02.C. Contractor shall bear costs in connection with exposure monitoring and reporting required in Paragraph 1.02.C.
  2. **Worker Qualification Form(s):** Submit completed Worker Qualification Form(s) (a copy of this form is included in Attachment B), including required attachments, to Engineer for each employee who performs lead hazard abatement work or work performed per U.S. EPA's Renovation, Repair & Painting Program. No worker shall be permitted to work on this Project unless properly documented Worker Qualification Form(s) have been submitted in their name. In addition to Worker Qualification Form(s) submitted to Engineer, maintain a separate copy of these forms on Site.
  3. **Uniform Hazardous Waste Manifest:** Submit an original, signed Uniform Hazardous Waste Manifest (a copy of this form is included in Attachment B) to Engineer for each shipment of lead-based paint waste and other contaminated materials that leaves work site as they are received from waste treatment facility or landfill unless waste is removed from a household.
  4. **Annotated Photographs** of the following:
    - a. Interior and exterior of each window and door replaced (before and after).
    - b. Site conditions (paint, soil, etc.) at start and completion of work.
    - c. Unforeseen conditions discovered during course of work.
  5. **Lead Safe Renovation (RRP Work) Projects:** Submit the following documentation (within 30 days of renovation completion or upon submittal of final invoice, whichever is sooner):
    - a. Documentation of compliance with RRP requirements (an example form is provided in Attachment B); and
    - b. when utilized, a copy of the notification posting.
  6. **Lead Abatement Projects:** Submit the following documentation (within 30 days of renovation completion or upon submittal of final invoice, whichever is sooner):
    - a. Lead Abatement Project Report.
- D. For the following activities, submit documentation from Ohio licensed professional engineer(s) or registered architect(s), as appropriate, approving Contractor's proposed

methods, procedures, and uses. Include drawings and product/equipment information, as necessary.

1. Modification of **existing structural components**;
2. Storage of **equipment, products, and/or waste containers** on structural floors in excess of what would be considered normal floor loading in given area; and
3. Any other construction means, methods, techniques, etc. required in completion of Work that such certification would be appropriate.

#### 1.03 PROPOSED PRODUCTS LIST

- A. Within ten work days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### 1.04 PRODUCT DATA

- A. Product Data information submitted to Engineer will be reviewed for conformance with information given and design concept expressed in Contract Documents only. Provide copies and distribute in accordance with SUBMITTAL PROCEDURES article in this Section and for record documents purposes described in Section 01 70 01.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

#### 1.05 SHOP DRAWINGS

- A. Shop drawings submitted to Engineer will be reviewed for conformance with information given and design concept expressed in Contract Documents only. Produce copies and distribute in accordance with SUBMITTAL PROCEDURES article in this Section and for record documents purposes described in Section 01 70 01.
- B. Shop Drawings include fabrication and installation drawings, schedules, patterns, and similar drawings for each individual product, equipment or material specified (as applicable). Include the following:
  1. Identification of products, equipment and materials;
  2. Compliance with specified standards;
  3. Notation of coordination requirements; and
  4. Notation of dimensions established by field measurements.

#### 1.06 SAMPLES

- A. Samples submitted to Engineer will be reviewed for conformance with information given and design concept expressed in Contract Documents only.
- B. Samples for Selection as specified in Product Sections:
  1. Submit to Engineer for aesthetic, color, or finish selection; and



- 2. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Engineer selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for related work.
- D. Include identification on each sample with full Project information.
- E. Submit number of samples specified in individual specification sections.

#### 1.07 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

#### 1.08 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, to Engineer for delivery to County in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- C. For Work which includes installation of new products, materials, or equipment, furnish O&M Manuals, information regarding operating and maintenance requirements, and suggested spare parts recommended by manufacturer.

#### 1.09 DESIGN SERVICES OR CERTIFICATION BY DESIGN PROFESSIONAL (UNDER CONTRACTOR)

- A. Signature and seal of design professional shall appear on all drawings, calculations, specifications, certifications, etc.
- B. County and Engineer will be entitled to rely upon adequacy, accuracy, and completeness of services, certifications, or approvals performed by design professional.

### **PART 2 - PRODUCTS (Not Applicable)**

### **PART 3 - EXECUTION**

#### 3.01 SUBMITTAL PROCEDURES

- A. Unless specified or approved otherwise by Engineer, transmit each submittal in triplicate with cover letter or transmittal form bearing Contractor's name. Submittals shall not be transmitted unless Contractor has confirmed that submittal meets requirements of Contract Documents.

- B. Identify Project Name, Project Number, Contractor, subcontractor, supplier, pertinent drawing and detail number, and specification section number appropriate to submittal.
- C. Schedule submittals to expedite Project and deliver to Engineer at 5676 State Route 521, Suite A, Delaware, Ohio 43015 or by email to Engineer's Project Manager if approved by Engineer.
- D. Provide all submittals in a manner sufficient to meet manufacturing and delivery lead times.
- E. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- F. When revised for resubmission, identify changes made since previous submission.
- G. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- H. Submittals made by Contractor which are not required by Contract Documents will not be recognized, processed, or reviewed by Engineer or County.

**END OF SECTION**

## SECTION 01 35 24

### PERSONAL PROTECTION FOR ABATEMENT WORK

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. **Section Includes:** Minimum requirements for personal protection for Work of Division 2.
- B. **Related Sections:**
  - 1. Section 02 83 01: Lead Renovation/Abatement Work

##### 1.02 DEFINITIONS AND REFERENCES (NOT UTILIZED)

##### 1.03 PROTECTION INSTRUCTION

Provide and post, in clean room(s) and equipment room(s), proper decontamination and work procedures.

##### 1.04 PROTECTIVE CLOTHING

- A. Comply with OSHA regulations for protective clothing.
- B. At a minimum, disposable foot covers and disposable full body clothing shall be required for handling or disturbing lead-containing coatings.

##### 1.05 RESPIRATORY PROTECTION

- A. Comply with OSHA regulations for respiratory protection program.
- B. Workers performing activities disturbing lead-based or -containing paint shall be required to wear appropriate respiratory protection; at a minimum, if OSHA PEL is exceeded, workers shall be required to wear half-mask air-purifying respirators other than disposable respirators, equipped with high efficiency filters. Respirator filter cartridges shall be discarded as contaminated waste upon exiting from work area unless filter intake port is sealed to provide an airtight closure.

##### 1.06 HYGIENE FACILITIES AND PRACTICES

- A. Comply with OSHA regulations concerning hygiene facilities and practices.
- B. Workers shall be allowed adequate time for decontamination sequence at end of each work period, and not be required or permitted to bypass hygiene practices except for bona fide emergencies.
- C. Workers shall not eat, drink, smoke, chew gum or tobacco, or apply cosmetics in a work area.

##### 1.07 EMERGENCY PRECAUTIONS

- A. Prepare contingency plan for emergencies including fire, accident, power failure, negative pressure enclosure failure, breach of containment, water leaks, or other events that may require modification or abridgement of decontamination area, equipment area, or work area isolation procedures. Include in plan specific procedures for decontamination or work

area isolation. This plan shall not impede safe exiting or providing of adequate medical attention in event of an emergency.

- B. Establish emergency and fire entrances and exits to work areas.
- C. Local medical emergency personnel, including local ambulance crews and hospital emergency room staff, shall be notified prior to commencement of Work as to possibility of having to handle a contaminated or injured worker and shall be advised on safe decontamination practices.
- D. Be prepared to administer first aid to injured personnel after decontamination. Seriously injured personnel shall be treated immediately or evacuated without delay for decontamination. When an injury occurs, stop work until injured person has been removed from work area.
- E. Prior to start of Work, notify local police and fire departments as to dangers of entering work areas and invite them to attend an informal training program to be conducted by Contractor which will provide information regarding Work, decontamination practices, etc. Make every effort to help these agencies form plans of action should their personnel need to enter work areas, and assist during emergency procedures.
- F. Post numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, and telephone company.

#### **PART 2 - PRODUCTS - NOT UTILIZED**

#### **PART 3 - EXECUTION - NOT UTILIZED**

**END OF SECTION**

## SECTION 01 41 01

### REGULATORY REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

**Section Includes:** Governmental regulations and industry standards which are included and incorporated herein by reference and made a part of Contract Documents. This Section also sets forth those notices and permits which are known to County and which either must be applied for and received, or which must be given to governmental agencies before start of Work.

##### 1.02 CODES AND REGULATIONS

- A. **General Applicability of Codes, Regulations, and Standards:** Except to extent that more explicit or more stringent requirements are written directly into Contract Documents, applicable codes, regulations, and standards have same force and effect (and are made a part of Contract Documents by reference) as if copied directly into Contract Documents, or as if published copies are bound herewith.
- B. **Contractor Responsibility:** Assure that removal or disturbance of silica and asbestos-containing materials, and lead- and cadmium-containing paint/coatings be conducted in compliance with state and federal statutes and regulations. Assure, as far as practicable, that materials are transported and disposed or recycled/incinerated in a manner which complies with state and federal statutes and regulations. Contract with any third party required to transport, dispose, recycle/incinerate, or store asbestos-, lead-, silica-, or cadmium-containing materials; and warrant that any such third party have fulfilled licensing or certification requirements of state and federal statutes and regulations. Indemnify and hold harmless County and Homeowner and their agents for any liability imposed as a result of its or any third party's violation of any state or federal statute or regulation regarding removal, transport, disposal, recycling/incineration or storage of asbestos-, lead-, silica-, and cadmium-containing materials.
- C. **Federal Requirements** which govern Work include, but are not limited to, the following:
  - 1. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) including, but not limited to:
    - a. "Occupational Exposure to Asbestos"  
29 CFR 1926.1101
    - b. "Occupational Exposure to Cadmium"  
29 CFR 1926.63
    - c. "Respiratory Protection"  
29 CFR 1910.134
    - d. "Respirable Crystalline Silica"  
29 CFR 1926.1153
    - e. "Construction Industry"  
29 CFR 1926

- f. "Sanitation"  
29 CFR 1926.51
  - g. "Lead Exposure in Construction; Interim Final Rule"  
29 CFR 1926.62
  - h. "Access to Employee Exposure and Medical Records"  
29 CFR 1910.2
  - i. "Hazard Communication"  
29 CFR 1926.59
  - j. "Hazardous Waste Operations and Emergency Response"  
29 CFR 1910.120
  - k. "Personal Protection Equipment Standard"  
29 CFR 1910, Subpart 1
2. U. S. Environmental Protection Agency (EPA) including, but not limited to:
- a. "National Emission Standard for Hazardous Air Pollutants"  
40 CFR 61 Subpart A
  - b. "National Emission Standard for Hazardous Air Pollutants; Amendments to Asbestos Standard"  
40 CFR 61 Subpart M
  - c. "Notification Requirements; Reportable Quantity Adjustments"  
40 CFR 763.117 and 40 CFR 763.302
  - d. "Hazardous Waste Regulations"  
40 CFR 260 through 272
  - e. "Lead; Renovation, Repair, and Painting Program; Lead Hazard Information Pamphlet; Notice of Availability; Final Rule"  
40 CFR 745
  - f. Environmental Protection Agency (EPA) Lead-Based Paint Activities 40 cfr 745 Subpart E
  - g. "Asbestos-Containing Materials in Schools"  
40 CFR 763 Subpart E
  - h. "Resource Conservation and Recovery Act"  
40 CFR 261
3. U.S. Department of Transportation (DOT) and other federal standards including, but not limited to:
- a. "Hazardous Substances"  
49 CFR Parts 171, 172 through 180, and 387
  - b. "Safety Data Sheets, Preparation, and the Submission of"  
Federal Standards 313A
  - c. "Standards for Temporary Construction"  
NIH DCAB Publication March 1988

4. U.S. Department of Housing and Urban Development (HUD) including, but not limited to:
  - a. "Lead Safe Housing Rule"  
24 CFR 35
  - b. HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing
5. Miscellaneous Federal Regulations:
  - a. "Grants and Agreements"  
2 CFR 200

**D. State Requirements:**

1. Work shall be performed in accordance with Ohio Basic Building Code (OBBC).
2. State requirements which govern asbestos hazard abatement work include Chapters 3745-20 and 3745-22 of Ohio Administrative Code.
3. State requirements which govern lead abatement include Chapters 3701-30 and 3701-32 of Ohio Administrative Code.
4. Residential Rehabilitation Standards.
5. Residential Code of Ohio.
6. Short-Term Rehabilitation for Homeowner Assistance Projects (Program Policy Notice: OCD 22-02).

**E. Abide by local requirements which govern Work.**

**1.03 LICENSES, PERMITS AND CERTIFICATIONS**

Maintain current licenses, permits, and certifications as required by applicable federal, state, or local jurisdictions for removal, transporting, disposal, or other regulated activity relative to Work of this Contract. Cost for any permits required by local building departments or historical districts will be reimbursed under Section 01 21 13.

**1.04 NOTIFICATION FEES**

Pay fees associated with notifications required by this Section (e.g., Ohio EPA and local notification fees).

**1.05 POSTING AND FILING OF REGULATIONS**

Maintain a copy of applicable federal, state, and local regulations noted above and have on file in Contractor's field office.

- 1.06** Upon request of Contractor on non-household Projects, Engineer will Submit **RCRA Subtitle C Site Identification Form** on behalf of County (Notification of Regulated Waste Activity) for Work of this project; Once received from Ohio EPA, EPA Identification Number for each site will be copied to contractor.

**PART 2 - PRODUCTS (Not Applicable)**

## **PART 3 - EXECUTION**

### **3.01 NOTICES**

- A. Refer to Section 01 11 01 for some of the information required to complete notifications.
- B. Prepare and send Written Notification as required by 40 CFR 61, Subpart M to **Ohio EPA** within proper notification period prior to beginning Work with regulated asbestos-containing materials (a copy of this form is included in Attachment B). Send Revised Notifications as required by 40 CFR 61.
- C. Prepare and send written Notification as required by **local regulations** prior to beginning Work.

### **3.02 WASTE SHIPMENT RECORDS**

Prepare and submit Waste Shipment Records (WSR) as required by CFR 61, Subpart M to waste disposal site with deposits of asbestos-containing and asbestos-contaminated waste (a copy of this form is included in Attachment B). Unless still in Contractor's control at a central location site, contact transporter and waste disposal site to determine status of waste shipment if a signed copy of WSR is not received within 35 days of date waste was accepted for transport from the Site. If waste has not left the central location site or if a signed copy of WSR is not received from waste disposal site within 45 days of date waste was initially accepted for transport at the Site, submit a report to local or state office responsible for administering asbestos NESHAP program notifying them of this situation. Report shall include, but not be limited to, the following, as applicable: copy of WSR; present location of waste; or efforts made to locate the waste and results thereof. Contractor will not receive final payment for Work until all waste has been properly disposed and signed WSR(s) have been submitted to Engineer.

### **3.03 UNIFORM HAZARDOUS WASTE MANIFEST**

Unless work is in a household (as defined by U.S. EPA), prepare and submit Uniform Hazardous Waste Manifest as required by EPA regulations to disposal site with deposits of hazardous waste (A copy of EPA Form 8700-22 "Uniform Hazardous Waste Manifest" is included in Attachment B).

### **3.04 INSPECTION**

- A. Upon completion of Work, furnish to Engineer a Certification of Inspection and Approval from said Inspector(s) before requesting final payment.
- B. Fees for all initial inspections required by local buildings departments or historical districts will be reimbursed under Section 01 21 13.

### **3.05 ORDINANCES, REGULATIONS AND CODES**

- A. Work shall be completed in strict compliance with federal, state, and local ordinances and regulations in force at time of execution of Contract including Ohio Basic Building Code and any local codes or ordinances as interpreted by local authorities having jurisdiction.

**END OF SECTION**



## SECTION 01 42 14

### REFERENCE STANDARDS AND DEFINITIONS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

**Section Includes:** Reference standards and definitions for Work.

##### 1.02 DEFINITIONS

A. **General:** A substantial quantity of specification language constitutes definitions for terms found in other sections of Contract Documents, including Drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon.) Certain terms used in Contract Documents are defined in this Section. Definitions and explanations of this Section are not necessarily complete or exclusive, but are general for Work to extent they are not stated more explicitly in another element of Contract Documents.

1. Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted," and "permitted," mean "directed by Engineer," "requested by Engineer," and similar phrases. However, no such implied meaning will be interpreted to extend Engineer's responsibility into Contractor's responsibility for construction supervision.
2. Where used in conjunction with Engineer's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.
3. "Furnish" means supply and deliver to Project Site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
4. "Indicated" is a cross-reference to graphic representations, notes or schedules on drawings, other paragraphs or schedules in specifications, and similar means of recording requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
5. "Install" describes operations at Project Site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, etc., as applicable in each instance.
6. "Installer" is the entity (person or firm) engaged by Contractor, or its subcontractor or sub-subcontractor for performance of a particular unit of work at Project Site, including installation, erection, application, etc. It is a general requirement that such entities (installers) be expert in operations they are engaged to perform.
7. "Project Site" or "Site" is space available to Contractor for performance of Work, either exclusively or in conjunction with others performing work as part of project. Extent of Project Site is limited to that part of building(s) and/or site(s) directly included in project, unless stated otherwise in Contract Documents.

8. "Provide" means furnish and install, complete and ready for intended use, as applicable in each instance.

**B. Definitions Relative to Work:**

1. "Air Filtration Device (AFD)" - air filtration equipment used for reducing airborne contaminants in work areas and used for exhausting filtered air from a work area to achieve a static pressure differential such that work area's static pressure is less than static pressure in areas immediately adjacent to work area.
2. "Air Sampling" - process of measuring fiber content or particulate mass of a specific volume of air in a stated period of time.
3. "Asbestos" - generic term for naturally occurring inorganic hydrated silicates, occurring in layered structures composed of chains of silicon/oxygen tetrahedra, which can subdivide into flexible fibers. Asbestos minerals include (type of asbestos is indicated in parenthesis immediately following mineral name): serpentine (chrysotile), riebeckite (crocidolite), grunerite (amosite), anthophyllite (anthophyllite), tremolite (tremolite), and tremolite-actinolite (actinolite).
4. "Asbestos-Containing Material (ACM)" - material containing greater than 1% asbestos of any type or mixture of types as determined by polarized light microscopy analysis performed by a laboratory participating in National Voluntary Laboratory Accreditation Program for bulk asbestos sponsored by National Institute of Standards and Technology.
5. "Asbestos Hazard Abatement" - procedures to control fiber release from asbestos-containing or contaminated building materials (stripping, removal, encapsulation, disposal, decontamination, etc.).
6. "Barrier" - polyethylene sheeting and/or other materials which when used in conjunction with existing floors, ceilings, and walls of structure form an isolated work area. Barrier separates contaminated work environment from uncontaminated environment.
7. "Breathing Zone" - area near collar or lapel, forward of shoulders.
8. "Certified Renovator" - individual that has completed an RRP training course accredited by U.S. EPA which teaches lead-safe work practices.
9. "Clean Room" - uncontaminated area or room outside work area and part of work area decontamination area with provisions for storage of workers' street clothes and protective equipment. (See diagram in Attachment A.)
10. "Contaminated" - containing or coated with a hazardous materials.
11. "Cubic Yard (cy)" - a volume of material, as determined by multiplying length, depth and width of material; one cubic yard equals 27 cubic feet.
12. "Curtained Doorway" - device to allow entrance or exit from one room to another while permitting minimal air movement between rooms, typically constructed by placing two overlapping sheets of polyethylene film over an existing or temporarily framed doorway, securing each along top of doorway, securing vertical edge of one sheet along one vertical side of doorway, and securing vertical edge of the other sheet along opposite vertical side of doorway. Polyethylene film shall overlap approximately six inches.

13. "Decontamination Area" - enclosed area adjacent and connected to regulated work area consisting of an equipment room, shower room and clean room, used for decontamination of workers, materials, and equipment contaminated with hazardous materials.
14. "Disposal" - procedures necessary to gather, containerize, transport, and deposit materials in an approved waste disposal site in compliance with OSHA, EPA, and DOT Regulations.
15. "Equipment Area" - area accommodating at least two workers (allowing enough room to remove protective clothing) consisting of a drop cloth, disposal bag and container, and HEPA-equipped vacuum for decontamination of workers.
16. "Equipment Room" - contaminated area or room inside work area which is part of decontamination area, with provisions for storage of contaminated clothing and equipment.
17. "HEPA Vacuum" - High Efficiency Particulate Aerosol filtered vacuum with a filter system capable of collecting and retaining asbestos fibers or mercury, as applicable. Filters shall be capable of retention efficiency of 99.97 percent fibers to absolute standards at 0.3 microns.
18. "Household" - place of residence built prior to 1978.
19. "HVAC" - heating, ventilating, and air conditioning; includes exhaust equipment, supply and return ductwork, unit ventilators, fan-coil units, blower cabinets and fans, control devices, damper assemblies, etc.
20. "Lead" - a soft malleable, bluish-white, dense metallic element.
21. "Lead-Based Paint" - paint or other surface coating containing lead equal to or in excess of 1.0 milligram per square centimeter (mg/cm<sup>2</sup>) or 0.5 percent by weight.
22. "Lead-Containing Paint" - paint or other coating containing a detectable quantity of lead.
23. "Potable Water" - water that meets standards for drinking purposes of state or local authority having jurisdiction, or water that meets quality standards prescribed by U.S. EPA National Primary Drinking Water Regulations (40 CFR PART 141).
24. "Regulated Area" - area established to demarcate areas where Work is conducted, and any adjoining area where debris and waste from such Work accumulate; and work area within which airborne concentrations of asbestos or heavy metals, exceed or reasonable possibility they may exceed, permissible exposure limit.
25. "Removal" - stripping and disposal of materials, including all related work.
26. "Shower Room" - room between clean room and equipment room in decontamination area, with hot and cold or warm running water and suitably arranged for complete showering (with shower head) and cleaning during decontamination.
27. "Square Foot (sf)" - generally, outermost surface area of object from which material is removed as calculated by multiplying outermost length by outermost width. For fireproofing, square footage is defined as gross floor area of designated work area(s). For wall systems (unless specifically specified otherwise), square footage is defined as gross area of wall system, regardless of whether finishes are single-sided or double-sided; for wall finishes, both sides of wall are quantified, as applicable.

28. "Stripping" - procedures necessary to remove specified materials from their substrate or from any component, area, or structure of building.
29. "Surfactant" - chemical wetting agent added to water to reduce its surface tension and improve its penetration.
30. "TWA<sub>g</sub>" - time weighted average for an 8-hour day.
31. "Wet Cleaning" - process of removing asbestos or heavy metal contamination from building surfaces, equipment, objects, tools, disposal containers, etc. accomplished by washing with water (using cloths, mops, sponges, towels, brushes, squeegees, etc.) or flooding with water in wash room.
32. "Work Area" - Regulated Area as defined by 29 CFR 1926.1101, 29 CFR 1926.62, etc.

C. **Defined Abbreviations and Names:** The following acronyms or abbreviations referenced in Contract Documents are defined to mean associated names. Names provided below are subject to change, and are believed to be, but are not assured to be, accurate and current as of date of Contract Documents. In addition to complying with federal, state, and local jurisdictions, comply with applicable codes and regulations of authorities having jurisdiction (whether or not they are listed here); provide Engineer with copies of any inspection reports, notices, and similar communications.

ANSI:	American National Standards Institute
ASHRAE:	American Society for Heating, Refrigerating, and Air Conditioning Engineers
ASME:	American Society of Mechanical Engineers
ASTM:	American Society for Testing and Materials
AWG:	American Wire Gauge
AWWA:	American Water Works Association
CFR:	Code of Federal Regulations (Available from Government Printing Office)
CGA:	Compressed Gas Association
DOT:	Department of Transportation
EPA:	Environmental Protection Agency
GA:	Gypsum Association
IEEE:	Institute of Electrical and Electronics Engineers
MICA:	Midwest Insulation Contractors Association
ML/SFA:	Metal Lath/Steel Framing Association
NBS:	National Bureau of Standards (U.S. Department of Commerce)
NEC:	National Electrical Code (by NFPA)

NECA:	National Electrical Contractors Association
NEMA:	National Electrical Manufacturers Association
NFPA:	National Fire Protection Association
NIOSH:	National Institute for Occupational Safety & Health
NRCA:	National Roofing Contractors Association
NSF:	National Sanitation Foundation
OAC:	Ohio Administrative Code
OBBC:	Ohio Basic Building Code (Board of Building Standards)
ODH:	Ohio Department of Health Division of State Environmental Health Services
Ohio EPA	Ohio Environmental Protection Agency
OSHA:	Occupational Safety & Health Administration (U.S. Department of Labor)
RRP:	U.S. Environmental: Protection Agency (Renovation, Repair, and Painting Program)
UL:	Underwriters Laboratories

### 1.03 REFERENCES

- A. "Lead-Based Paint Waste for Households"  
Ohio EPA

### 1.04 FORMAT AND SPECIFICATION EXPLANATIONS

- A. **Specification Production:** None of the following explanations shall be interpreted so as to modify substance of Contract Documents. Portions of these specifications have been produced by Engineer's standard method of editing master specifications and may contain minor deviations from traditional writing formats. Such deviations are a natural result of this production technique, and no other meaning will be implied or permitted.
- B. **Format Explanation:** Format of principal portions of these specifications can be described as in the following paragraphs. Although some portions of these specifications may not be in complete compliance with this format, no particular significance will be attached to such compliance or non-compliance.
- C. **Sections and Divisions:**
  - 1. For convenience, basic unit of text is a "section." Each section is identified by a descriptive title (name) and number. Individual sections are grouped together with other sections of similar or related work groupings known as "divisions". Divisions are recognized as present industry consensus on uniform specification organization and sequence. Section title is not intended to limit meaning or content of a section, nor to be fully descriptive of requirements specified therein, nor to be an integral part of text.

2. Each section of specifications has been subdivided into 3 "parts" for uniformity and convenience (Part 1 - General, Part 2 - Products, and Part 3 - Execution); some sections may not require use of all three parts. These titles do not limit meaning of and are not an integral part of text which specifies requirements.
- D. **Subordination of Text:** Portions of specification text are subordinated to other portions in the following manner (lowest level to highest):
1. Indented (from left margin) paragraphs and lines of text are subordinate to preceding text which is not indented, or which is indented by a lesser amount.
  2. Paragraphs and lines of text are subordinate to subarticle titles, which are printed in upper/lower-case lettering and underlined.
  3. Subarticles are subordinate to article titles, which are printed in upper-case lettering.
  4. Subordination (if any) of certain sections (or portions of sections) to other sections is described within those sections.
- E. **Underscoring or bold printing** is used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance of text is intended where underscoring or bold printing is used.
- F. **Imperative language** is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by Contractor, or when so noted, by others.
- G. **Section numbering** is used to facilitate cross-references in Contract Documents. Sections are placed in Project Manual in numeric sequence; however, numbering sequence is not complete, and listing of sections at beginning of Project Manual must be consulted to determine number and names of specification sections in Contract Documents.
- H. **Page Numbering:** Pages are numbered independently for each section. Project number, section title, and section number are shown together with page number at bottom of each page to facilitate location of text in Project Manual.
- I. **Specification Content:** Because of methods by which this project specification has been produced certain general characteristics of content, and conventions in use of language are explained, as follows:
1. Techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive," "open generic-descriptive," "compliance with standards," "performance," or combination of these. Method used for specifying one unit of work has no bearing on requirements for another unit of work.
  2. Where compliance with two or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into Contract Documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to Engineer for a decision before proceeding.

3. Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether or not it is specifically indicated as such.
- J. **Minimum Quality/Quantity:** In every instance, quality level or quantity shown or specified is intended to be minimum for work to be performed. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances) or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Engineer for decision before proceeding.
- K. **Specialists, Assignments:** In certain instances, specification text requires (or implies) that specific work be assigned to specialists or expert entities, who must be engaged for performance of that work. Such assignments shall be recognized as special requirements over which Contractor has no choice or option. These requirements should not be interpreted so as to conflict with enforcement of building codes and similar regulations governing Work; they are also not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final responsibility for fulfillment of entire set of contract requirements remains with Contractor.
- L. **Trades:** Except as otherwise indicated, use of titles such as "carpentry" in specification text implies neither that work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradespersons of that corresponding generic name.
- M. **Abbreviations:** Language of specifications and other Contract Documents is of abbreviated type in certain instances and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. These are frequently defined in section at first instance of use. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of Contract Documents so indicates. Where acronyms or abbreviations are used but not identified in specifications or other Contract Documents they are defined to mean industry recognized name of trade association, standards generating organization, governing authority, or other entity applicable to context of text provision. Refer to "Encyclopedia of Associations," published by Gale Research Co.
- N. **Drawings:** Legends (shading) and Key Notes are used on drawings to show location of a room or area where specified work shall be completed/performed.

#### 1.05 DRAWING SYMBOLS

Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards," published by John Wiley & Sons, Inc., seventh edition.

#### 1.06 INDUSTRY STANDARDS

- A. **General Applicability of Standards:** Except to extent that more explicit or more stringent requirements are written directly into Contract Documents, applicable standards of construction industry have same force and effect (and are made a part of Contract

Documents by reference) as if copied directly into Contract Documents, or as if published copies were bound herewith. Refer to other Contract Documents for resolution of overlapping and conflicting requirements which result from application of several different industry standards to same unit of work. Refer to individual unit of work sections for indications of which specialized codes and standard Contractor must keep at project site, available for reference.

- B. **Referenced standards** (referenced directly in Contract Documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to work.
- C. **Non-referenced standards** are hereby defined to have no particular applicability to Work, except as general requirements of whether Work complies with standards recognized in construction industry.
- D. **Publication Dates:** Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.
- E. **Updated Standards:** At request of Engineer, submit a change order proposal where an applicable industry code or standard has been revised and reissued after date of Contract Documents and before performance of work affected. Engineer will decide whether to issue change order to proceed with updated standard.
- F. **Copies of Standards:**
  - 1. Contract Documents require that each entity performing work be experienced in that part of Work being performed. Each entity is also required to be familiar with recognized industry standards applicable to that part of Work. Copies of applicable standards are not bound with Contract Documents.
  - 2. Where copies of standards are needed for proper performance of Work, obtain such copies directly from publication source.
  - 3. Although certain copies of standards needed for enforcement of requirements may be required submittals, Engineer reserves right to require Contractor to submit additional copies of these standards as necessary for enforcement of requirements.

## **PART 2 - PRODUCTS (Not Applicable)**

## **PART 3 - EXECUTION (Not Applicable)**

**END OF SECTION**



## SECTION 01 51 01

### CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. **Section Includes:** Temporary controls and provision or use of utilities and construction facilities.
- B. **Materials and Equipment:** Provide new or used materials and equipment that are undamaged and in serviceable condition. Provide materials and equipment recognized as suitable for intended use and in compliance with appropriate standards.
- C. **Installation General:**
  - 1. Use qualified tradesmen for installation of temporary utilities. Locate temporary utilities where they will serve entire project adequately and result in minimum interference with performance of Work.
  - 2. Relocate, modify, and extend services and facilities as required during course of Work to accommodate Work of project.

##### 1.02 TEMPORARY UTILITIES

- A. **Water Service:**
  - 1. **General:** Contractor may not utilize homeowner's water service; provide temporary water service as necessary to complete work.
  - 2. **Hot Water Heater:** If decontamination areas are utilized or become necessary, hot water shall be supplied at a minimum temperature of 100 degrees F. Provide UL rated electric hot water heater to supply hot water for decontamination area. Provide relief valve compatible with water heater operation and pipe relief valve down to drip pan on floor with type L copper. Wiring of the hot water heater shall be in compliance with NEMA, NECA, and UL standards.
- B. **Electrical Service:**
  - 1. **General:** Contractor may not utilize homeowner's electrical service; provide temporary electrical service as necessary to complete work. As necessary, provide a weatherproof grounded temporary electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of Work during construction period.
  - 2. **Power Distribution System:** As necessary, provide circuits of adequate size and proper characteristics for each use. Run wiring overhead and rise vertically where wiring will be exposed to damage from construction operations.
  - 3. **Ground Fault Protection:** Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light for plug-in connection of power tools and equipment.
  - 4. **Temporary Wiring** in work areas shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance. Do not connect temporary lighting or

electrical devices with single conductor, plain, insulated electrical wires. Provide liquid tight enclosures or boxes for all electrical devices.

- a. Provide overload-protected disconnect switch for each temporary circuit located at power distribution panel or load center.
  - b. For power hand tools and task lighting, provide a temporary 4-gang outlet in equipment room of each decontamination area. Provide a separate 110-120 volt, 20-amp circuit for each 4-gang outlet (four outlets per circuit).
5. **Electrical Power Cords:** Use grounded extension cords. Use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas of work.
6. **Lamps and Light Fixtures:** Where natural lighting is not adequate, provide general service lamps of wattage necessary for adequate illumination (minimum of ten footcandles in general portions of work area and 50 footcandles at task surfaces). Protect lamps with guard cages or tempered glass enclosures where fixtures are exposed to breakage by construction operations. Provide exterior fixtures where fixtures are exposed to weather or moisture.
- C. **Self-Contained Toilets:** There are no sanitary facilities available for Contractor's use; provide single-occupant self-contained chemical type toilet units, properly vented and enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material.

#### 1.03 CONSTRUCTION FACILITIES

- A. **Storage Areas:** Storage of Contractor's equipment and supplies shall be limited to areas designated by housing/facility owner. Contractor is responsible for securing storage area. Do not unreasonably encumber site with materials or equipment. If additional storage is necessary, obtain and pay for such storage off site.
- B. **Vehicular Access:** Waste trailers and Contractor employee parking shall be limited to areas designated by housing/facility owner. Parking areas shall be maintained and cleaned in a condition acceptable to housing/facility owner. Lock automotive vehicles when parked and unattended to prevent unauthorized use. Provide unimpeded access for emergency vehicles.

#### 1.04 TEMPORARY CONTROLS

- A. **Fire Extinguishers:** Comply with applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers." Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case. Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each equipment room (for use inside work area) and clean room (for use outside work area).
- B. **Scaffolding:**
  1. Provide scaffolding, ladders and/or staging, etc. as necessary to accomplish Work of this Contract. Scaffolding may be of suspension or standing type such as metal tube and coupler, tubular welded frame, pole, outrigger, or cantilever type. Type, erection, and use of scaffolding shall comply with applicable OSHA provisions and regulations.

2. During erection and/or moving of scaffolding, polyethylene floor covering shall remain intact.
3. Provide a nonskid surface on scaffold surfaces subject to foot traffic. Equip rungs of metal ladders with an abrasive non-slip surface. Clean debris from non-slip surfaces as necessary.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

**END OF SECTION**

## SECTION 01 52 20

### HYGIENE FACILITIES AND PRACTICES

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. **Section Includes:** Minimum requirements for hygiene facilities and practices.
- B. **Related Sections:**
  - 1. Section 02 83 01: Lead Renovation/Abatement Work

#### PART 2 - PRODUCTS

##### 2.01 GENERAL SUPPLIES

- A. **Polyethylene Film:** Polyethylene film shall conform to requirements set forth by National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. Polyethylene film (translucent, unless otherwise indicated) shall be a minimum 6-mil thick and sized in appropriate lengths and widths to minimize frequency of seams.
- B. **Tape:** Tape shall be capable of sealing joints of adjacent sheets of polyethylene film and for attachment of polyethylene film to finished or unfinished surfaces of dissimilar materials. Where used to adhere polyethylene film to painted surfacing, use masking tape or similar type of tape to minimize damage to the adjacent surfaces not included in scope of work.
- C. **Other Materials:** Other materials, not specifically described but required to complete Work of this Section, shall be subject to approval by Engineer.

##### 2.02 EQUIPMENT

- A. **Vacuums:** Vacuums used in a work area shall exhaust through a HEPA filter.
- B. **Other Tools & Equipment:** Other tools and equipment, not specifically described but required for a complete and proper performance, shall be subject to approval by Engineer.
- C. **Homeowner's Tools and Equipment:** No tools or equipment of Homeowner shall be used.

#### PART 3 - EXECUTION

##### 3.01 LAYOUT AND CONSTRUCTION OF DECONTAMINATION AREA

Where specified or on those projects where OSHA's PEL has been exceeded, provide decontamination area adjacent to work area consisting of three rooms as follows:

- A. **Equipment room** shall accommodate at least one worker (allowing enough room to remove protective clothing), a 6-mil disposal bag and container, and equipment Contractor wishes to store.
- B. **Shower room** shall have two curtained doorways of opaque polyethylene film, one to equipment room and one to clean room. Provide at least one shower for personnel decontamination with hot and cold potable water (sourced outside work area) feeding a common discharge line. Equip shower room with high pressure, low volume sprays for

decontamination of disposal containers and equipment. Shower room shall be constructed so that waste water is collected and pumped through a 5-micron filter system. Provide a freely draining floor at top of shower pan. Filtrate shall be disposed as contaminated waste. From filter, wastewater shall be drained to a sanitary wastewater system outside work area. Ensure that shower room is watertight. No leakage shall be permitted. Supply and maintain soap, shampoo and disposable towels at all times in shower room.

- C. **Clean room** shall accommodate at least one worker. Maintain floor so it remains dry and clean.
- D. Decontamination area shall be constructed to prohibit passers-by from casually observing activities within decontamination area and work area. Clean room, shower room and equipment room shall be constructed to permit an individual to privately dress and undress.
- E. Other decontamination areas shall be considered as long as they maintain intended integrity of this system. Proposed changes shall be submitted in writing (with drawings) prior to commencement of work for approval by Engineer.

### 3.02 LAYOUT AND CONSTRUCTION OF HAND WASHING STATIONS

For work areas where air monitoring shows lead concentrations less than TWA<sub>g</sub>, provide hand washing stations.

- A. Waste water shall be collected and pumped through a 5-micron filter system.
- B. Maintain soap and disposable towels.

**END OF SECTION**

## SECTION 01 61 00

### PRODUCT REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. **Section Includes:** Products, delivery requirements, storage and handling requirements, product options, and product substitution procedures.
- B. **Definitions** used in this paragraph are not intended to negate meaning of other terms used in Contract Documents; including such terms as, "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction," and similar terms. Such terms are self-explanatory and have recognized meanings in construction industry.
  - 1. "Products" are items purchased for incorporation in Work, regardless of whether they were specifically purchased for project or taken from Contractor's previously purchased stock. "Product" as used herein includes terms "material", "equipment", "system" and other terms of similar intent.
  - 2. "Named Products" are products identified by use of manufacturer's name for a product; including such items as make or model designation as recorded in manufacturer's published product literature of the latest issue as of date of Contract Documents.
  - 3. "Materials" are products that shall be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form units of work.
  - 4. "Equipment" is defined as a product with operational parts, regardless of whether motorized or manually operated, and in particular a product that requires service connections such as wiring or piping.
- C. **Procedures:**
  - 1. **Substitutions:** Contractor's requests for changes in products, materials, equipment, and methods of construction required by Contract Documents are considered requests for "substitutions" and are subject to requirements specified herein. The following are not considered as substitutions:
    - a. Revisions to Contract Documents, where requested by County or Engineer are considered as "changes" not substitutions.
    - b. Specified Contractor options on products and construction methods included in Contract Documents are choices available to Contractor and are not subject to requirements for substitutions as herein specified.
    - c. Except as otherwise provided in Contract Documents, Contractor's determination of and compliance with governing regulations and orders as issued by governing authorities do not constitute "substitutions" and do not constitute a basis for change orders.
  - 2. **Standards:** Refer to Section 01 42 14, "Reference Standards and Definitions," for applicability of industry standards to products specified for project, and for acronyms used in text of specification sections.

## 1.02 GENERAL PRODUCT REQUIREMENTS

- A. **General:** Provide products that comply with requirements of Contract Documents that are undamaged and, unless otherwise indicated, unused at time of installation. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents. Provide products that are complete with all accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and for intended use and effect.
- B. **Standard Products:** Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- C. **Continued Availability:** Where, because of nature of its application, County is likely to need replacement parts or additional amounts of a product at a later date, either for maintenance and repair or replacement, provide standard, domestically produced products for which manufacturer has published assurances that products and its parts are likely to be available to County at a later date.
- D. **Nameplates:** Except as otherwise indicated for required labels and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of completed project.
- E. **Labels:** Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
- F. **Tools and Equipment:**
  - 1. Tools and equipment shall be in serviceable condition, properly calibrated, and properly maintained during the project. Contractor may be required to demonstrate proper functioning of equipment prior to authorization to proceed and at any time during the project.
  - 2. Provide on site necessary operation manuals for equipment and tools utilized in the project.
  - 3. Provide on site necessary spare parts for tools and equipment.

## 1.03 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in their original packages, containers, or bundles bearing name of manufacturer and product in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Store and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft. Control products to prevent overcrowding of construction spaces. Store with seals and labels intact and legible.
- D. Coordinate delivery and installation to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss. Materials that become contaminated with asbestos or hazardous materials shall be disposed of in accordance with applicable regulations or decontaminated by appropriate means.

## 1.04 GENERAL PRODUCT COMPLIANCE

- A. **General:** Requirements for individual products are stated in appropriate sections of Contract Documents; compliance with these requirements is a contract requirement. These requirements may be specified in any one of several different specifying methods, or in any combination of these methods. These methods include the following: proprietary, descriptive, performance, compliance with Reference Standards, and compliance with codes. Compliance with graphic details, allowances, and similar provisions of Contract Documents also have a bearing on selection process.
- B. **Procedures for Selecting Products:** Contractor's options in selecting products are limited by requirements of Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects. Required procedures include but are not limited to the following for various methods of specifying:
1. **Non-Proprietary Specification Requirements:** Where specifications name products or manufacturers that are available and may be incorporated in the Work, but do not restrict Contractor to use these products only, Contractor may use any available product that complies with Contract requirements.
  2. **Or Equal:** Where some particular product or device is specified by brand name or manufacturer it is to be considered a standard. If approved equal, items of other manufacturer than those mentioned may be used, unless specifically noted otherwise for purposes of standardization. Any substitution must receive written approval of Engineer. In specifications, many times are preceded or followed by the phrase "or approved equal" and many others are not. Absence of that phrase is not to be interpreted as in derogation of provisions of the paragraph. Comply with those Contract Document provisions concerning "substitutions" for obtaining Engineer's approval.
- C. **Compliance with Standards, Codes, and Regulations:** Where specifications require compliance with an imposed standard, code, or regulation, Contractor has option of selecting a product that complies with specification requirements, including standards, codes, and regulations.
- D. **Visual Matching:** Where matching an established sample or existing material is required, the final judgement of whether a product proposed by Contractor matches sample satisfactorily will be determined by Engineer. Where there is no product available within specified product category that matches sample satisfactorily and also complies with other specified requirements, comply with provisions of Contract Documents concerning "substitutions" and "change orders" for selection of a matching product in another product category, or for non-compliance with specified requirements.
- E. **Visual Selection:** Except as otherwise indicated where specified product requirements include phrase "...as selected from manufacturer's standard colors, patterns, textures..." or similar phrases, Contractor has option of selecting product and manufacturer, provided selection complies with other specified requirements. County will select color, pattern, and texture from product line selected by Contractor.
- F. **Use of Hazardous Materials Forbidden:** Materials to be installed shall be free of asbestos and any other hazardous materials. In the case of materials containing vermiculite, submit a statement from manufacturer prior to installation of material that vermiculite is not contaminated with asbestos and that product does not contain asbestos. If necessary, production lot identification shall be included in the statement. Engineer may procure samples of material and obtain laboratory analysis of these samples. If material is found to contain asbestos or other harmful substances; obtain material that is free of asbestos or



other harmful substances, demonstrating that it is so at Contractor's cost to satisfaction of Engineer. If installed material is ever found to contain asbestos or hazardous materials, remove and replace installed material at Contractor's cost, in accordance with specifications prepared by an Engineer or Architect selected by County; Contractor shall pay for all design, administration and inspection costs.

- G. **Expandable Foams, Sealants, Etc.:** Unless material will be removed in its entirety prior to completion of Work, expandable foam and sealants (including, but not limited to, caulking and patching compounds) shall not be utilized without County's approval.
- H. **Volatile Organic Compounds:** Supplies and materials used on this Project shall meet requirements of OAC Chapter 3745-112 "Volatile Organic Compound Limits in Consumer Products."

#### 1.05 SUBSTITUTIONS

- A. **Conditions:** Contractor's request for a substitution will be received and considered when extensive revisions to Contract Documents are not required, when proposed changes are in keeping with general intent of Contract Documents, when requests are timely, fully documented, and properly submitted, and when one or more of the following conditions is satisfied, all as judged by Engineer. Otherwise, requests will be returned without action except to record non-compliance with these requirements.
  - 1. Engineer will consider a request for substitution where request is directly related to an "or equal" clause or similar language in Contract Documents.
  - 2. Engineer will consider a request for substitution where specified product or method cannot be provided within Contract Time. However, request will not be considered if product or method cannot be provided as a result of Contractor's failure to pursue Work promptly or to coordinate various activities properly.
  - 3. Engineer will consider a request for substitution where specified product or method cannot receive necessary approval by a governing authority and requested substitution can be approved.
  - 4. Engineer will consider a request for a substitution where a substantial advantage is offered the County, in terms of cost, time, energy conservation, or other considerations of merit, after deducting of offsetting responsibilities the County may be required to bear. These additional responsibilities may include such considerations as additional compensation to Engineer for redesign and evaluation services, additional laboratory or testing services, increased cost of other work by County or separate contractors, and similar considerations.
  - 5. Engineer will consider a request for substitution when specified product or method cannot be provided in a manner which is compatible with other materials of Work, and where Contractor certifies that substitution will overcome incompatibility.
  - 6. Engineer will consider a request for substitution when specified product or method cannot be properly coordinated with other materials in the Work, and where Contractor certifies that proposed substitution can be properly coordinated.
  - 7. Engineer will consider a request for substitution when specified product or method cannot receive a warranty as required by Contract Documents and where Contractor certifies that proposed substitution includes required warranty.
- B. **Work-Related Submittals:** Contractor's submittal of and Engineer's acceptance of shop drawings, product data, or samples which relate to work not complying with requirements

of Contract Documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

- C. **Substitution Request Submittal:** Submit three copies of each request for substitution. In each request identify product or fabrication or construction method to be replaced by substitution; include related specification section and drawing numbers, and complete documentation showing compliance with requirements for substitutions. Include the following information, as appropriate, with each request.
1. Provide complete product data, drawings, and descriptions of products, and fabrication and installation procedures.
  2. Provide samples where applicable or requested.
  3. Provide detailed comparison of significant qualities of proposed substitution with those of the Work originally specified. Significant qualities include elements such as size, weight, durability, performance, and visual effect where applicable.
  4. Provide complete coordination information. Include all changes required in other elements of Work to accommodate substitution, including work performed by County and separate Contractors.
  5. Provide a statement indicating effect substitution will have on the Work schedule in comparison to schedule without approval of proposed substitution. Include information regarding effect of proposed substitution on Contract Time.
  6. Provide complete cost information, including a proposal of net change, if any in Contract Price.
  7. Provide certification by Contractor to effect that, in Contractor's opinion after thorough evaluation, proposed substitution will result in work that in every significant respect is equal-to-or better than Work required by Contract Documents, and that it will perform adequately in application indicated. Include in this certification, Contractor's waiver of rights to additional payment or time, which may subsequently be necessary because of failure of substitution to perform adequately.
  8. Provide Safety Data Sheets for substitute material.
- D. **Change Order Form:** Submit requests for substitutions in the form and in accordance with procedures required for change order proposals.
- E. **Engineer Action:** Within one week of receipt of Contractor's request for substitution, Engineer will request additional information or documentation as needed for evaluation of request. Burden of proof is on proposer. Within two weeks of receipt of request, or within one week of receipt of requested additional information or documentation, which ever is later, Engineer will notify Contractor in writing of either acceptance or rejection of proposed substitution.

## **PART 2 - PRODUCTS (Not Applicable)**

## **PART 3 - EXECUTION (Not Applicable)**

**END OF SECTION**

# SECTION 01 70 01

## CONTRACT CLOSEOUT

### PART 1 - GENERAL

#### 1.01 SUMMARY

**Section Includes:** Closeout procedures, final cleaning, demonstration, and instruction per Work Order and at end of Project.

#### 1.02 DESCRIPTION OF REQUIREMENTS

- A. "Project Closeout" is used to describe certain collective project requirements indicating completion of Work fulfilled near end of Contract Time in preparation for final acceptance of Work by County, occupancy by housing/facility owner, and final payment to Contractor and normal termination of Contract.
- B. Specific requirements for individual units of work are included in appropriate Sections in Divisions 2 through 49.
- C. Time of closeout is directly related to substantial completion; therefore, time of closeout may be either a single time period for the entire Work or a series of time periods for individual elements of Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to other provisions of this Section.

#### 1.03 FINAL CLEANING PER WORK ORDER

- A. **General:** Special cleaning requirements for specific units of work are included in the appropriate Sections of Divisions 2 through 49. General cleaning during regular progress of Work is required by General Conditions.
- B. **Cleaning:** Provide final cleaning of Work at completion of Work. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to condition expected from a normal, commercial building cleaning and maintenance program. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion:
  - 1. Clean transparent materials, affected by Work (e.g., window/door glass) to polished condition removing substances which are noticeably vision-obscuring materials. Replace broken glass and damaged transparent materials.
  - 2. Clean exposed hard-surfaced finishes affected by Work to a dirt-free condition (e.g., free of dust, stains, films, and similar distracting substances). Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
  - 3. HEPA vacuum carpeted and similar soft surfaces. Professionally clean to remove staining caused by Work of this Contract.
  - 4. Clean project site (yard and grounds), including landscaped areas, of litter and foreign substances left during course of Work. Sweep paved areas which have been affected by Work to a broom-clean condition; remove stains, petrochemical spills and other foreign deposits left by Work. Rake grounds disturbed by Work which are neither planted nor paved, to a smooth, even-textured surface.

5. Remove waste and surplus materials and construction facilities from Site.
- C. **Removal of Protection:** Except as otherwise indicated or requested by Engineer, remove temporary protection devices and facilities which were installed during course of Work to protect previously completed work.
- D. **Compliances:** Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at the site. Do not bury debris or excess materials on Homeowner's property. Do not discharge volatile or other harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose in a lawful manner.

#### 1.04 PREREQUISITES TO SUBSTANTIAL COMPLETION (PER SITE/WORK ORDER)

- A. **General:** Complete the following before requesting Engineer to inspect for certification of substantial completion, either for the entire Work or for portions of Work. Include list of known exceptions.
  1. In Application for Payment that coincides with, or is first request following, date substantial completion is claimed, show either 100 percent completion for portion of Work claimed as substantially complete, or list incomplete items, value of incomplete work, and reasons for work being incomplete.
  2. Include supporting documentation for completion as indicated in these Contract Documents.
  3. Submit a statement showing an accounting of changes to Contract Sum.
  4. Complete final cleaning requirements per Paragraph 1.03.B.
  5. Touch-up and otherwise repair and restore marred exposed finishes.
- B. **Inspection Procedures:** Upon written receipt of Contractor's request for inspection, Engineer will within two working days of receipt of request, either proceed with inspection or advise Contractor of unfulfilled prerequisites.
  1. Following initial inspection, and within one week thereof, Engineer will either prepare Certificate of Substantial Completion, or advise Contractor of work which must be performed before certificate will be issued. Engineer will repeat inspection when requested and when assured that Work has been substantially completed.
  2. Results of completed inspection will form initial "punch-list" for final acceptance.

#### 1.05 PREREQUISITES TO FINAL ACCEPTANCE (PER WORK ORDER)

- A. **General:** Complete the following before requesting final inspection for Certificate of Substantial Completion, and final payment for the Work Order as required by General Conditions. List known exceptions, if any, in request:
  1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted.
  2. Submit a certified copy of Engineer's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by Engineer and housing/facility owner.

3. Submit operating and maintenance manuals for all new equipment and products installed. If requested by Homeowner, demonstrate operation and maintenance of products to Homeowner.
  4. Annotated photographs (per Section 01 33 01); name of each photograph shall include date and location of photo on the photo site.
- B. **Inspection Procedure:** Engineer will inspect Work upon receipt of Contractor's notice that Work, including punch-list items resulting from earlier inspections, has been completed, except for those items whose completion has been delayed because of circumstances that are acceptable to Engineer.
1. Upon completion of inspection, Engineer will either prepare a Certificate of Substantial Completion, or advise Contractor of work that is incomplete or of obligations that have not been fulfilled, but are required for final acceptance.
  2. If necessary, inspection procedure will be repeated.
- 1.06 FINAL CLOSE-OUT DOCUMENTATION (PROJECT)
- A. **General:** Complete the following before requesting final inspection for Certificate of Substantial Completion, and final payment for the Work Order as required by General Conditions. List known exceptions, if any, in request:
1. Submit Consent of Surety to Final Payment.
  2. Submit a final liquidated damages settlement statement, acceptable to County.
  3. Submit Contractor's Affidavit of Payment of Debts and Claims and Contractor's Affidavit of Waiver or Release of Liens.
  4. Submit Contractor's Affidavit of Waiver or Release of Liens from all sub-contractors and material suppliers providing labor, material and equipment for this project.
  5. Submit outstanding abatement documentation, including waste records, notifications, and worker qualification forms.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

**END OF SECTION**

## SECTION 02 83 01

### LEAD RENOVATION/ABATEMENT WORK

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. **Section Includes:** Stripping of items covered with lead-containing or -based coatings/paints, stripping of lead-containing or -based coatings/paints from substrate, disposal, and decontamination.
- B. **Homeowner Responsibilities:**
  - 1. Homeowner will remove movable furniture and equipment at least eight feet from each window and door assembly to be removed in a manner that leaves access to the work.
  - 2. Homeowner will coordinate and control HVAC operation and balance as necessary to assist Contractor.
  - 3. Prior to start of any exterior work, Engineering will procure soil samples from surrounding areas. At completion of work, Engineer will procure soil samples from the work area. Soil samples will only be analyzed if results of clearance soil samples (if procured) exceed applicable standards or if soil contamination is reported at any site within three years of work completion.
  - 4. Homeowner will contact their alarm company if there are any existing alarms they wish to have reinstalled on new windows or doors. If existing components are not removed prior to start of work, Contractor shall salvage for homeowner's use.

##### 1.02 SUBMITTALS

- A. Refer to Section 01 33 01 for additional submittal requirements.
- B. Submit the following (unless waste is generated from a household):
  - 1. Toxicity characteristic leaching procedure **TCLP analysis** and disposal site information.
  - 2. A copy of **RCRA Subtitle C Site Identification Form** (a copy of this Form is included in Attachment B) to Engineer if required to complete work specified in Article 3.05.
  - 3. An original, signed **Uniform Hazardous Waste Manifest** (a copy of this Form is included in Attachment B) to Engineer for each disposal of hazardous waste (whether assumed or confirmed by sample analyses).

##### 1.03 QUALITY ASSURANCE

- A. **Air Monitoring of Work Area & Work Area Isolation:**
  - 1. Engineer may procure personal air samples of their employees to measure Engineer's work area exposures. If air monitoring in work area indicates a lead concentration above fifty micrograms per cubic meter (50  $\mu\text{g}/\text{m}^3$ ), implement appropriate engineering controls to reduce concentrations to or below this level.

2. Facilitate and cooperate fully with air monitoring performed per Paragraph 1.03.A; take no action intended to distort or falsify measurements of lead concentrations and do not interfere with Engineer's air monitoring activities. In event that Contractor fails to comply with these provisions, Engineer may advise County to direct Contractor to stop work.
  3. Sampling and analytical work performed per Paragraph 1.03.A shall be in conformance with NIOSH Method 7105 for personal monitoring.
- B. **Sampling for Compliance with Clearance Standard:** County will bear costs in connection with first two sets of clearance sampling and reporting, if applicable, required in Articles 3.03 or 3.04. Contractor shall bear subsequent sampling and reporting costs (\$53 per soil sample and \$38 per dust sample) accrued if specified limits are exceeded on first two sets of clearance sampling.
- C. **Personnel and Facility Protection:**
1. **Protection Instruction:** Refer to Section 01 35 24.
  2. **Facility Security:**
    - a. Comply with OSHA, U.S. EPA, and ODH regulations concerning signage and labeling.
    - b. Refer to Paragraph 14.01 of Supplementary Conditions concerning access to work.
  3. **Building Protection:**
    - a. Existing facilities and functions in adjacent areas may remain in use throughout work. Existing services to these adjacent areas shall be maintained throughout Work. Existing fire protection and alarm systems, both within and without work area, shall be maintained in proper working order throughout Work.
    - b. Protect existing immovable furniture and equipment and existing building finishes to remain within eight feet of work, and existing systems and functions from damage during work. Extra precautions shall be taken in protecting: wood floors; doors and trim; permanent ceiling and wall appurtenances (e.g., bells, speakers, fire protection equipment, etc.); windows; floor tile; carpet; furniture; HVAC ductwork, equipment and controls; etc. Damage to building, services, finishes, or equipment shall be remedied by Contractor at Contractor's cost.
    - c. If an area of building or an area outside building appears (to Engineer) to be contaminated by Contractor activities (except isolated work areas after work commences and disposal landfill), Contractor shall bear expenses for determination of contamination and necessary decontamination as determined by County.

## PART 2 - PRODUCTS

### 2.01 GENERAL SUPPLIES

- A. **Disposal Containers:** Disposal containers shall be suitable to receive and retain lead-containing or contaminated materials until disposal at an approved site. Containers shall be labeled in accordance with OSHA, EPA and DOT Regulations. Containers must be air and watertight. If polyethylene bags are permitted for use, they shall be constructed of 6 mil

polyethylene. If items are too large to fit into bags, wrap waste in polyethylene film sealed with tape.

- B. **Polyethylene Film:** Polyethylene film shall conform to requirements set forth by National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. Polyethylene film (translucent, unless otherwise indicated) shall be a minimum 6-mils thick and sized in appropriate lengths and widths to minimize frequency of seams.
- C. **Tape:** Tape shall be capable of sealing joints of adjacent sheets of polyethylene film and for attachment of polyethylene film to finished or unfinished surfaces of dissimilar materials. Where used to adhere polyethylene film to painted surfacing, use masking tape or similar type of tape to minimize damage to the adjacent surfaces not included in scope of work.

## 2.02 EQUIPMENT

- A. **Air Filtration Devices (AFD):** Supply required number of AFDs in accordance with these specifications.
  - 1. Prefilters, which protect final filter by removing larger particles, are required to prolong operating life of HEPA filters. Two stages of prefiltration are required. First-stage prefilter shall be a low-efficiency type (e.g., for particles 10 micron and larger). Second-stage (or intermediate) filter shall have a medium efficiency (e.g., effective for particles down to 5 micron). Prefilters and intermediate filters shall be installed either on or in the intake grid of AFD and held in place with special housings or clamps.
  - 2. Final filter shall be a HEPA unit. Filter media (folded into closely pleated panels) must be completely sealed on edges with a structurally rigid frame.
    - a. A continuous rubber gasket shall be located between filter and filter housing to form a tight seal.
    - b. Each filter shall be individually tested and certified by manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 micron dioctylphthalate (DOP) particles. Testing shall be in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A. Each filter shall bear a UL586 label to indicate ability to perform under specified conditions.
    - c. Each filter shall be marked with name of manufacturer, serial number, air flow rating, efficiency and resistance, and direction of test air flow.
- B. **Vacuums** used in a work area shall exhaust through a HEPA filter. Vacuum intake shall be modified as necessary to allow for vacuuming of polyethylene film.
- C. **Other Tools & Equipment:** Provide other suitable tools for stripping, removal, and disposal activities (e.g., knives, hand-held scrapers, nylon-bristle brushes, disposable paper towels, rounded edge shovels, carts, etc.) Other tools and equipment not specifically described but required for a complete and proper performance, shall be subject to approval by Engineer.
- D. **Homeowner's Tools and Equipment:** No tools or equipment of Homeowner shall be used.



## **PART 3 - EXECUTION**

### **3.01 PROHIBITED ACTIVITIES AND SEQUENCING**

- A. The following work activities shall not be permitted on surfaces with lead-containing paint/coating:
  - 1. Open flame burning, torching, or charring;
  - 2. Use of heat guns above 1,100° F.;
  - 3. Use of high speed equipment to remove paints/coatings (e.g., power grinders, power sanders, power planers, needle guns, etc.) unless such equipment has shrouds or other containment systems equipped with a HEPA vacuum attachment;
  - 4. Dry scraping or sanding (unless in conjunction with heat guns or around electrical outlets);
  - 5. Use of volatile strippers in poorly ventilated spaces;
  - 6. Use of strippers that contain methylene chloride; and
  - 7. Use of compressed air, uncontained hydro-blasting, or pressure washing.
- B. **Work Limitations:**
  - 1. For exterior work, unless it can be demonstrated that requirements of this Section can be satisfied or otherwise prohibited by regulation, no work shall occur if raining or winds exceed 20 mph.
- C. **Work Area Preparation/Sequencing:**
  - 1. Isolate work area to prevent unauthorized access.
  - 2. Disconnect existing lighting and electrical service except for operating alarm systems, as necessary to complete work safely and provide safe installation of temporary power service utilizing ground fault protection devices.
  - 3. Post OSHA-compliant lead warning signs at each entrance to the work area.
  - 4. Remove all visible chips within eight feet of work from soil within 20 feet of work (or to property line, whichever is closer).
  - 5. Refer to Article 3.04 or appropriate paragraph of Article 3.03 for minimum work area preparation requirements for each "Level" of work. Provide disposable tack pads at all entrances being used by workers to exist the work area.
- D. For window assembly and door assembly projects, comply with the following:
  - 1. If removal will be completed entirely from inside, provide at least one layer of polyethylene film sealed to the exterior wall and a drop cloth on ground outside the window/door to be removed in case exterior wall seal fails. Work then shall be completed per Paragraph 3.03.B.
  - 2. If removal will be completed entirely from exterior, provide at least one layer of polyethylene film sealed to the interior wall and a drop cloth on floor inside the

window/door to be removed in case interior wall seal fails. Work then shall be completed per Article 3.04.

3. If removal will be completed from interior and exterior of a given window or door assembly, work shall be completed per Paragraph 3.03.B and Article 3.04.

### 3.02 INTERIOR LEAD-CONTAINING PAINT WORK PROCEDURES

#### A. **Work Area Preparation:**

1. Cover floors with polyethylene film extending at least six feet in all directions from surface to be disturbed.
2. At a minimum, provide sticky mats at entry to work area to prevent workers from tracking dust and paint off polyethylene film.

#### B. **Clean-up:**

1. Conduct prompt clean-up of dust and debris using HEPA vacuum and wet methods on a continuous basis.
2. Upon removal of drop cloths, clean the floor of the work area and an additional two feet outside the work area using a HEPA vacuum. For carpeted floors, HEPA vacuum shall have a beater bar. Uncarpeted floors shall also be cleaned using a two-bucket cleaning system.
3. Visually inspect the work area for dust, dirt, debris, or residue and reclean as necessary.
4. Prior to use, confirm cleaner to be used will not damage existing flooring.

#### C. **Disposal:**

1. Package dust or debris and non-cleanable work related items in leak-tight disposal containers prior to removal from the Site.
2. Fold drop cloths inwards, securing with duct tape, and placing in leak-tight disposal containers prior to removal from the Site.

### 3.03 INTERIOR LEAD-BASED PAINT AND LEAD DUST WORK PROCEDURES

#### A. **Level 1 Lead Work** (activities involving lead-based paint where a negligible amount of lead-contaminated dust may be generated):

1. Examples of Level 1 Lead Work include minor investigative work, small installations involving disturbance of less than or equal to 6 square feet (such as outlets) inside and less than or equal to 20 square feet outside, drilling holes for equipment installation, or whole component removal.
2. Examples of Level 1 Lead Work include:
  - a. Removal and replacement of whole component or equipment (excluding window and door assemblies);
  - b. Wet scraping of a small amount of lead-based coatings;

- c. Use of heat gun to remove a small amount of lead-based paint coatings;
  - d. Nonflammable chemical stripping of a small amount of lead-based coatings;
  - e. Patching small holes in a wall;
  - f. Routine repainting with a small amount of surface preparation; and
  - g. Replacing door lock.
3. Work Area Preparation:
- a. Cover floors with polyethylene film extending at least six feet in all directions from surface to be disturbed.
  - b. At a minimum, provide sticky mats at entry to work area to prevent workers from tracking dust and paint off polyethylene film.
4. Cleaning and Verification Procedure:
- a. Unless coordinated otherwise with County and/or Engineer, after completion of clean-up on non-carpeted floors and disposal per Paragraphs 3.03.E.1 and 3.03.E.2, the RRP Cleaning Verification Procedure (in lieu of clearance sampling) shall be completed (following visual confirmation the work area is free of dust, debris, or residue) as follows:
    - 1) Wiping all horizontal surfaces in the work area with a wet, disposable cleaning cloth and comparing that cloth visually to a cleaning verification card.
    - 2) Cleaning verification shall be performed by an EPA Certified Renovator.
    - 3) Certified Renovator compares each cleaning cloth to the cleaning verification card. If the cleaning cloth used to wipe a surface section within the work area is cleaner than the example cleaning cloth on the cleaning verification card, then that surface section has been adequately cleaned.
    - 4) If the cloth is not cleaner than the cleaning verification card, re-clean that surface section. After area has been recleaned, Certified Renovator shall use a new wet disposable cleaning cloth to wipe the surface section again. If the second cloth is cleaner than the cleaning verification card, that surface section has been adequately cleaned.
    - 5) If the second cloth is not cleaner than the cleaning verification card, wait for one hour or until the surface section has dried completely, whichever is longer.
    - 6) Then the Certified Renovator shall wipe the surface section with a dry electrostatic cleaning cloth. The cleaning verification procedure is now complete, and the surface is considered clean.
    - 7) When all of the surfaces in the work area have passed comparison with the cleaning verification card, or have completed the post-renovation cleaning verification, the project is complete.

- B. **Level 2 Lead Work:** (activities involving lead-based paint where a moderate amount of lead-contaminated dust and debris will be generated or disturbed and will not spread beyond a small drop cloth to any other surface in the room):

1. Examples of Level 2 Lead Work include:

- a. Paint stabilization;
- b. Removal and replacement of a window or door assembly (refer to Article 3.05 for additional specification regarding exterior portion of this work [if applicable]);
- c. Wet scraping of lead-based paint;
- d. Use of heat gun to remove lead-based paint;
- e. Nonflammable chemical stripping;
- f. Needle gun or other mechanical paint removal systems equipped with a HEPA vacuum collection system; and
- g. Clean-up of moderate quantities of lead dust.

2. Work Area Preparation:

- a. Lock doors to work area.
- b. If doors are not present, construct barrier to prevent access to the work area and decontamination unit.
- c. Seal work area entrance with polyethylene film sealed with tape.
- d. Any entrance that will be used for entry to the work area shall be set-up with weighted down polyethylene film doorway entrance.
- e. Turn off the heating, ventilation, and air conditioning (HVAC) system that serves the work area.
- f. Close and seal all HVAC vents in the work area with polyethylene film sealed with tape.
- g. Seal all other penetrations in the work area with polyethylene film sealed with tape.
- h. Pre-clean and remove all movable belongings and furniture from the work area;
- i. Completely cover all immovable fixtures, furniture, carpets, and other personal items with polyethylene film sealed with tape;
- j. Cover floors in the work area with at least one layer of polyethylene film sealed with tape at least six feet in each direction beyond the perimeter of surfaces undergoing renovation or, when utilized, to vertical containment system.
- k. Cover items remaining in room but outside work area with a least one layer of polyethylene film sealed with tape.

- l. Place disposable sticky mats at the edge of protective floor covering where workers will enter and leave the area.
    - m. Set up decontamination area or hand washing station per Section 01 52 20 and maintain it per Paragraph 3.03.D. Once these systems are installed, they shall be utilized in specified manner for entrance and exit of personnel and equipment, except in emergency situations.
  - 3. Ensure adequate engineering and work practice controls per OSHA requirements and manufacturer's instructions.
  - 4. Follow all procedures in Paragraph 3.03.E for clean-up, disposal, and reestablishment of area.
- C. **Level 3 Lead Work:** (activities involving lead-based paint where lead-contaminated dust and debris will be generated or disturbed in significant amounts and warrant full-scale work area preparation):
  - 1. Examples of Level 3 Lead Work include:
    - a. Mechanical paint removal or other mechanical paint removal systems;
    - b. Sander, needle gun, chipper, scarifier, or other mechanical paint removal system equipped with a HEPA vacuum collection system; and
    - c. Selective demolition of interior walls, ceilings, floors.
  - 2. Work Area Preparation:
    - a. Lock doors to work area; and
    - b. If doors are not present, construct barrier to prevent access to the work area and decontamination area.
    - c. Seal work area entrance with polyethylene film sealed with tape.
    - d. Any entrance that will be used for entry to the work area shall be set-up with weighted down polyethylene film doorway entrance.
    - e. Turn off the heating, ventilation, and air conditioning (HVAC) system that serves the work area.
    - f. Close and seal all HVAC vents in the work area with polyethylene film sealed with tape.
    - g. Seal all other penetrations in the work area with polyethylene film sealed with tape.
    - h. Establish a negative pressure system to prevent contaminated air from migrating to uncontaminated areas.
    - i. Remove all movable belongings and furniture from the work area.
    - j. Completely cover all immovable fixtures, furniture, carpets, and other personal items with polyethylene film sealed with tape.

- k. Cover floors in the entire room with at least two layers of polyethylene film sealed with tape undergoing renovation or, when utilized, within vertical containment system.
  - l. Cover items remaining in room but outside work area with a least one layer of polyethylene film sealed with tape.
  - m. If the entire room cannot be isolated as a work area, use a vertical containment or a prefabricated mini-containment with negative pressure.
  - n. Close and seal all windows with polyethylene film sealed with tape.
  - o. Close and seal all doors in the work area with polyethylene film sealed with tape.
  - p. Place disposable sticky mats at the edge of protective floor covering where workers will enter and leave the area.
  - q. Negative pressure system shall:
    - 1) Exhaust from the work area to the outside of the building.
    - 2) Provide sufficient number of air filtration devices (AFDs) to provide a negative pressure of 0.02" wc between the work area and adjacent spaces, and 4 air changes per hour. Assume AFDs operate at 75% of design capacity. At least one backup AFD shall be available per Work Site.
    - 3) The negative air system shall remain in continuous operation until cleanup and clearance is achieved.
  - r. Set up decontamination area or hand washing station per Section 01 52 20 and maintain it per Paragraph 3.03.D. Once these systems are installed, they shall be utilized in specified manner for entrance and exit of personnel and equipment, except in emergency situations.
3. Follow all procedures in Paragraph 3.03.E for clean-up, disposal, and reestablishment of area.

**D. Maintenance of Decontamination Areas, Hand Washing Stations, and Barriers:**

- 1. Visually inspect barriers, decontamination areas, and hand washing stations as they are installed and at beginning of each work shift.
- 2. Ensure that barriers are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery.
- 3. Engineer may test effectiveness of barriers, decontamination areas, hand washing stations, etc.

**E. Clean-up, Disposal, and Reestablishment of Area:**

- 1. **Clean-up:**
  - a. Conduct prompt clean-up of dust and debris using a HEPA vacuum and wet methods using a lead specific cleaner on a continuous basis.

- b. Conduct cleaning of all tools and equipment using a HEPA vacuum and wet methods using a lead specific cleaner prior to leaving the containment area.
  - c. At the end of each shift, clean drop cloth using a HEPA vacuum and wet methods using a lead specific cleaner. At completion of work, clean drop cloth using a HEPA vacuum and wet methods and then fold drop cloth inward to collect remaining dust and dispose per Article 3.05.
  - d. Upon completion of work in a given room, clean all surfaces (horizontal and vertical) in the work area using a HEPA vacuum and wet methods using a lead specific cleaner following a “top to bottom, back your way out” approach.
  - e. Clean at least ten feet beyond the contained work area.
  - f. For carpet, use a HEPA vacuum with a beater bar.
2. **Disposal:** Refer to Article 3.05.
3. **Clearance Sampling:**
- a. Following the completion of final clean-up, coordinate clearance sampling of the area with Engineer;
  - b. Clearance sampling shall be conducted in accordance with OAC 3701-32.12 and HUD protocol for surface wipe sampling; and
  - c. Clearance requirements are less than or equal to 10 ug/ft<sup>2</sup> for floors and other horizontal surfaces, 40µg/ft<sup>2</sup> for exterior living areas, and 100 ug/ft<sup>2</sup> for window sills and throughs.
    - 1) If criteria are met, the work area may be released for general use.
    - 2) If the clearance criteria are not met, the work area(s) shall be re-cleaned and the clearance sampling repeated at no cost to the County or Homeowner.

### 3.04 EXTERIOR WORK PROCEDURES

#### A. **Examples of Work include:**

- 1. Window/door replacement;
- 2. Siding installation/replacement; and
- 3. Replacement/Painting wood trim.

#### B. **Work Area Preparation:**

- 1. Construct a barrier (e.g., barrier tape) to delineate the regulated area with a perimeter of at least 20 feet from the work.
- 2. Remove movable belongings and items from below the work area.
- 3. Erect a vertical containment if renovations occur within ten feet of the property line. Vertical containment shall be high enough to control dust and debris but at a minimum shall be at least eight feet high.

4. Cover immovable items with polyethylene film sealed with tape.
5. Cover the ground in the work area with polyethylene film (a minimum of 6-mils thick at least ten feet in each direction beyond the perimeter of surfaces undergoing renovation if single story construction and twenty feet if Facility has an upper floor) or within entire work area if vertical containment measures are utilized. Provide anchors (e.g., wood 2" x 4" sealed in polyethylene film) with raised edges at perimeter to control debris and water and assist with wind related issues.
6. If renovations occur during warm sunny days, use white plastic sheeting to avoid damage to vegetation.
7. Close and seal all windows, doors, and other openings within 20 feet of the work with polyethylene film sealed with tape.
8. Set up decontamination area or hand washing station per Section 01 52 20 and maintain it per Paragraph 3.03.D. Once these systems are installed, they shall be utilized in specified manner for entrance and exit of personnel and equipment, except in emergency situations.
9. At a minimum, provide sticky mats at entry to work area to prevent workers from tracking dust and paint off polyethylene film.

**C. Clean-up, Disposal, and Establishment of Area:**

1. Conduct prompt clean-up of dust and debris using a HEPA vacuum and wet methods using a lead specific cleaner on a continuous basis.
2. Conduct cleaning of all tools and equipment using a HEPA vacuum and wet methods using a lead specific cleaner prior to leaving the containment area.
3. At the end of each shift, clean drop cloth using a HEPA vacuum and wet methods using a lead specific cleaner. At completion of work, clean drop cloth using a HEPA vacuum and wet methods and then fold drop cloth inward to collect remaining dust and dispose per Article 3.05.
4. Upon completion of work in a given area, clean all surfaces (horizontal and vertical) in the work area using a HEPA vacuum and wet methods using a lead specific cleaner following a "top to bottom, back your way out" approach.
5. Clean at least two feet beyond the contained work area.

**D. Disposal:** Refer to Article 3.05.

**E. Clearance Sampling** (following completion of final clean-up, coordinate clearance testing with Engineer):

1. Clearance will be conducted using a visual inspection of the work area and surrounding areas to ensure that no dust or debris remains.
  - a. If criteria are met, the work area may be released for general use.
  - b. If the clearance criteria are not met, the work area(s) shall be re-cleaned at no cost to County or Homeowner.



2. Where work occurred on a porch used as an exterior play area, clearance requirements are less than or equal to 40 ug/ft<sup>2</sup>.
  - a. If criteria are met, the work area may be released for general use.
  - b. If the clearance criteria are not met, the work area(s) shall be re-cleaned and the clearance sampling repeated at no cost to the County or Homeowner.

### 3.05 REMOVAL AND DISPOSAL OF LEAD-CONTAINING MATERIALS AND CONTAMINATED WASTE

#### A. **Household Waste:**

1. Other than liquid waste, lead-based paint waste meeting Ohio's definition of construction and demolition debris may be disposed as such without testing waste for lead toxicity.
2. Disposal containers may be stored on Site in locked enclosed containers (e.g. dumpsters) for duration of work.

#### B. **All Other Waste:** Unless Contractor procures a representative sample of waste and TCLP analysis by an EPS accredited lab shows that waste does not exceed 5 ppm (mg/L), lead waste shall be handled as follows:

##### 1. **Removal Activities:**

- a. As lead-containing material and contaminated waste accumulates, it must be kept wet and promptly placed in disposal containers.
- b. Actual configuration of disposal containers shall meet local Ohio EPA District and landfill requirements.
- c. Polyethylene film, drop cloths, tape, cleaning material, and other disposable material or items used in work area shall be treated as contaminated waste.
- d. Disposal containers shall not be loaded to make handling unduly difficult or unsafe, or threaten integrity of container, polyethylene barriers or building structures.
- e. After decontamination, promptly transport disposal containers to disposal site, central location, or secure them on job site from unauthorized personnel.

##### 2. **Disposal Activities:**

- a. Determine current waste handling, transportation, and disposal regulations for work site and for each waste disposal landfill. Comply fully with these regulations and DOT and EPA requirements.
- b. Disposal containers may be stored on site(s) in a secured location (coordinated with County) for no more than 90 days (or 180 days for a small quantity generator, 270 days for a small quantity generator that transports waste greater than 200 miles) without a RCRA permit until EPA has issued EPA identification number for the site(s). Notification of Regulated Waste Activity shall be submitted to EPA in a timely manner allowing storage of material on site to be minimized.

- c. Label waste containers with appropriate hazardous disposal container information.
- d. Vehicles used to transport lead-containing waste shall be marked in accordance with EPA, DOT and OSHA regulations during loading, transportation and unloading of waste.
- e. Document each actual disposal of lead-containing waste at designated landfill by preparing and submitting a Uniform Hazardous Waste Manifest (a copy of this form is included in Attachment B) for each shipment that leaves work site.

**END OF SECTION**

# SECTION 06 10 01

## CARPENTRY AND WINDOW/DOOR TRIM

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. **Section Includes:** Provision of wood, aluminum trim, fasteners, and other items required, and perform work for the construction as specified herein, and as needed for a complete and proper installation of window and door assemblies.
- B. **Related Sections:**
  - 1. Section 07 92 00: Joint Sealants
  - 2. Section 08 11 13: Metal Doors and Frames
  - 3. Section 08 16 13: Fiberglass Doors and Frames
  - 4. Section 08 52 00: Wood Window Assemblies
  - 5. Section 08 53 13: Vinyl Window Assemblies
  - 6. Section 09 99 00: Painting

#### 1.02 QUALITY ASSURANCE:

Use adequate numbers of skilled personnel who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the Work of this Section.

### PART 2 - PRODUCTS

#### 2.01 LUMBER

- A. Kiln dried.
- B. Surfacing: Surface four sides (S4S).

#### 2.02 WOOD BLOCKING AND STRIPPING

- A. **Window and door blocking/stripping or other items required:**
  - 1. Blocking: 2" x 4" (nominal), No. 2 Spruce, Pine, or Fir; and
  - 2. Stripping: 1" x 3" (nominal), No. 2 Spruce, Pine, or Fir.
- B. **Pressure treated materials:**
  - 1. Basement and west facing sides blocking/furring: and

2. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to acceptance by Engineer.

#### 2.03 ALUMINUM TRIM

- A. 0.019 inch thickness or greater; and
- B. Factory baked painted finish.

### **PART 3 - EXECUTION**

#### 3.01 SURFACE CONDITIONS

Examine areas and conditions under which Work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

#### 3.02 APPLICATION

- A. Install items straight, true, level, plumb, and securely anchored into position.
- B. Where blocking and stripping is required, coordinate as necessary with other trades to assure placement of required blocking and backing in a timely manner.
- C. Install blocking 24" on center with mechanical fasteners to concrete and install stripping 16" on center with #8d common nails.
- D. Install wood trim with #10 - 12 finish nails 12" on center countersunk for filling smooth. Miter corners for tight fit and backout all end joints.
- E. Sand wood surface finishes thoroughly as required to produce a uniformly smooth surface, always sanding in the direction of the grain.
  1. Do not sand wood designated on the Drawings to remain rough.
  2. No coarse grained sandpaper marks, hammer marks, or other imperfections will be accepted.
- F. Install aluminum window/door trim with aluminum or stainless steel fasteners factory painted to match. Custom bend trim to fit and be watertight after minimal caulking.

#### 3.03 AREA CLEAN UP

Keep the premises in a neat, safe, and orderly condition at all times, free from accumulations of sawdust, cut-ends, and debris.

**END OF SECTION**

## SECTION 07 92 00

### JOINT SEALANTS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

A. **Section Includes:** Provision for joint sealers as shown and specified. Work includes:

1. Exterior and interior elastomeric joint sealants;
2. Preformed joint sealants;
3. Joint backing materials and accessories; and
4. Substrate cleaners, primers and sealers.

B. **Related Sections:**

1. Section 06 10 01: Carpentry and Window/Door Trim
2. Section 08 11 13: Metal Doors and Frames
3. Section 08 16 13: Fiberglass Doors and Frames
4. Section 08 52 00: Wood Window Assemblies
5. Section 08 53 13: Vinyl Window Assemblies
6. Section 09 99 00: Painting

##### 1.02 SUBMITTALS

A. Refer to Section 01 33 01 for additional submittal requirements.

B. Provide the following for work of this Section:

1. Manufacturer's current **recommended installation procedures**.
2. Manufacturer's **Safety Data Sheets**.
3. Manufacturer's **Data Sheets**.

##### 1.03 QUALITY ASSURANCE

A. **Installer Qualifications:** Use skilled personnel for work required, completely familiar with manufacturer's recommended methods, and thoroughly familiar with requirements of this Work.

B. **Source Limitations:** Provide products of same generic kind, from a single source, for each unit of work.

##### 1.04 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original, unopened, undamaged, and labeled containers.

- B. Store, handle, and protect materials from damage or contamination from foreign materials in accordance with manufacturer's recommendations.

#### 1.05 PROJECT CONDITIONS

- A. Apply sealants and caulking as late as possible in the construction sequence, preceding painting, and following cleaning operations. Do not apply exterior sealants under adverse weather conditions or when temperatures are above or below manufacturer's limitations for installation.
- B. Caulking compounds may be used for interior purposes only.
- C. Utilize sealants for all exterior applications and for interior applications where caulking compounds are not suitable and where movement may be anticipated.

#### 1.06 WARRANTY

- A. Provide written warranty that Contractor warrants to replace at no cost to County or homeowner, any or all joints which fail within one year after acceptance.
  - 1. Warranty shall include: replacing joints which fail to perform as airtight; or fail in adhesion, cohesion, abrasion resistance, weather resistance, extrusion resistance, migration, stain resistance, or general durability.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

##### A. General:

- 1. **Compatibility:** Provide caulking, sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- 2. **Colors:** Matching or compatible with materials being sealed as selected by homeowner or Engineer from manufacturer's standard color range.

- B. **Silicone Caulking:** One part, gun grade, non-staining, paintable, non-bleeding, permanently flexible silicone caulking meeting C920, Class 25 or better, and type as required to suit substrate and installation conditions. Acceptable manufacturers include:

- 1. DAP;
- 2. White Lighting";
- 3. GE; or
- 4. approved equal.

- C. **Silicone Sealants:** One-component silicone sealant complying with ASTM C920, Class 25, or better, and type as required to suit substrate and installation conditions. Acceptable manufacturers include:

- 1. DAP;
- 2. White Lighting";

- 3. GE; or
- 4. approved equal.
- D. **Cleaner/primer/sealer:** As recommended by sealant manufacturer for surfaces to be cleaned, primed and/or sealed.
- E. **Bond breaker tape:** Polyethylene or plastic tape as recommended by sealant manufacturer.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Examine joint surfaces, backing and anchorage of units forming sealant rabbet, and conditions under which sealant work is to be performed. Do not proceed with work until unsatisfactory conditions have been corrected.

### **3.02 PREPARATION**

- A. Clean, seal, neutralize, and prime all surfaces in accordance with manufacturer's recommendations. Confine primer/sealer to areas of sealant bond.
- B. Remove dust, dirt, loose coatings, moisture, and other substances which would interfere with sealant bond.

### **3.03 INSTALLATION**

- A. Install joint sealants and accessories in accordance with manufacturer's installation instructions.
- B. In general, install sealants with depth equal to one-half joint width.
- C. Apply materials in continuous beads, without open joints, voids, or air pockets. Finish all joints with appropriate hand tools.
- D. Confine materials to joint areas with masking tapes or other precautions.
- E. Remove excess compound promptly as work progresses and clean adjoining surfaces.
- F. In rough surfaces or joints of uneven widths, install sealant well back into joint.

### **3.04 CLEANING**

- A. Protect all surfaces from damage. Clean soiled surfaces immediately. Replace any damaged material which cannot be cleaned with new materials.

### **3.05 SCHEDULE**

- A. Generally, unless specified otherwise, apply sealant/caulking in all joints (interior and exterior) subject to movement. Caulking may be used on interior joints only.
- B. Seal all areas/joints as necessary to prevent infiltration of air, water, and insects, including, but not limited to, exterior perimeters of door frames, window frames, and all other joints as detailed.

**END OF SECTION**

## SECTION 08 11 13

### METAL DOORS AND FRAMES

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. **Section Includes:** Steel door installation requirements, including associated frames, hinges, door hardware, etc.
- B. **Related Sections:**
  - 1. Section 06 10 01: Carpentry and Window/Door Trim
  - 2. Section 07 92 00: Joint Sealant
  - 3. Section 08 16 13: Fiberglass Doors and Frames
  - 4. Section 09 99 00: Painting

##### 1.02 SUBMITTALS

- A. Refer to Section 01 33 01 for additional submittal requirements.
- B. Provide the following for work of this Section:
  - 1. Manufacturer's current **recommended installation procedures**.
  - 2. Manufacturer's **Safety Data Sheets**.
  - 3. Manufacturer's **Data Sheets**.
  - 4. Proposed **steel door, storm door, and hardware options**.

##### 1.03 QUALITY ASSURANCE AND REFERENCE STANDARDS

- A. **Installer Qualifications:** Use skilled personnel for work required, completely familiar with manufacturer's recommended methods, and thoroughly familiar with requirements of this Work. If specification calls for "Lead Abatement," Work of this Section that attaches to existing construction shall be completed by a lead abatement contractor.
- B. **Source Limitations:** Furnish products from one manufacturer for each door assembly installed and, when possible, from a single source at each Site.
- C. **American National Standard SDI-100:** Specification for Standard Steel Doors and Frames.
- D. **Manufacturer's Warranties:** Submit written warranties from door manufacturer for the following:
  - 1. Doors: Certified as fully warranted against defects in material or workmanship under normal use and services for a period of one year from the date of final payment for each Site.



2. Glass: Warrantied from visual obstruction due to internal moisture for a period of at least one year.

#### 1.04 DELIVERY AND STORAGE

- A. Deliver materials in manufacturer's original, unopened, undamaged, labeled containers indicating brand name, pattern, size, and thickness as applicable, legible and intact.
- B. Store materials in original protective packaging to prevent soiling, physical damage, or water damage. Store doors flat and off floor on a level surface.
- C. Work shall not commence until all materials to complete work are on Site.

### PART 2 - PRODUCTS

#### 2.01 MANUFACTURERS

- A. Provide pre-hung and double bore steel door system materials, including factory installed hinges, weather-stripping, thresholds, and sweepers produced by one of the following manufacturers sized to fit field conditions:
  1. Jeld-Wen.;
  2. Masonite;
  3. Mastercraft, Co.; or
  4. approved equal.
- B. Provide cylinders, locksets, latchsets, and deadbolts produced from one of the following manufacturers:
  1. Kwikset.;
  2. Brinks Commercial;
  3. Schlage; or
  4. approved equal.
- C. When specified, provide door stops and/or protective plates produced from one of the following manufacturers:
  1. Everbilt;
  2. Reliabilt;
  3. National Hardware; or
  4. approved equal.
- D. When specified, provide storm doors produced from one of the following manufacturers:
  1. Larson;

2. Anderson;
3. Pella; or
4. approved equal.

## 2.02 MATERIALS

### A. **Insulated metal doors:**

1. Steel Sheets: Hot dipped galvanized conforming to ASTM A526, G60 Zinc Coating.
2. Grade: 24 gauge steel or thicker.
3. Primer: Rust-inhibiting primer paint suitable as a base of specified finish paint. No field painting will be accepted.
4. Insulation: Polyurethane or polystyrene core.
5. Thermal Properties: Energy Star qualified for the Northern Climate Zone.

### B. **Locks, Locksets, and Deadbolts:**

1. Provide materials that conform to the following ANSI/BHMA standards:
  - a. House or Apartment Doors: Heavy-duty resident grade, A156.2, Grade 2, or better.
  - b. Exterior Common Area Doors: Extra heavy-duty commercial grade, A156.2, Grade 1.
  - c. Deadbolts: Residential grade locks/latches that conform to ANSI/BHMA standard A156.5, Grade 2, or better.
  - d. Strikes: Manufacturer's standard wrought box strike for each latch or lock bolts, with curved lip extended to protect frame, finished to match hardware set.
  - e. Lock Throw: ½-inch minimum throw of latch for bored and pre-assembled types of locks. 1-inch minimum throw for dead bolts.

### C. **Shop Painting of Pre-Finished Steel Doors and Frames:**

1. Clean, treat, and paint exposed surfaces of steel door and frame units, including galvanized surfaces.
2. Clean steel surfaces of mill scale, rust, oil grease, dirt, and other foreign materials before application of paint.
3. Apply shop coat of prime paint of even consistency to provide a uniformly finished surface ready to receive finish paint.
4. Apply finish coat to doors indicated as pre-finished by spraying, to produce 1.25 mil DFT.
5. Color: Refer to Work Order.

D. **Door Lites:**

1. Lites shall be factory installed and not modified.
2. Glass color and style: Refer to Work Order.

E. **Storm Doors:**

1. Aluminum or vinyl finish.
2. Solid wood core.
3. Aluminum frame.

2.03 OTHER MATERIALS

Furnish other materials not specifically described but required for a complete and proper installation, as selected by Contractor subject to accepted by Engineer.

**PART 3 - EXECUTION**

3.01 SITE CONDITIONS

- A. **Inspection:** Prior to performing Work of this Section, carefully inspect work of other trades and verify that such work has been completed to the point where work of this Section may properly commence. Verify that doors are installed in strict accordance with pertinent codes and regulations, manufacturer's recommendations, and original design.
- B. **Discrepancies:** Do not start work of this Section until unsatisfactory conditions have been corrected.
- C. **Existing Alarms:** Remove from existing door and salvage for homeowner. Do not reinstall alarms on new doors.

3.02 INSTALLATION OF METAL DOOR ASSEMBLIES

- A. Install door and accessories in strict accordance with manufacturer's recommendations using proper templates, anchoring components firmly into position.
- B. Erect frames plumb and square with a maximum diagonal distortion of 1/16 inch. Anchor bottom of frames to floors with expansion bolts or power fasteners. Secure to blocking lag bolted to adjoining construction as indicated and specified. Set sill and threshold in mastic bed.
- C. Edge Clearances:
  1. Bottom: 1/4" clearance maximum.
  2. Top: 1/8" clearance maximum.
  3. Lock edge and hinge edge: 1/8" clearance maximum.
- D. Drill and counter-sink units that are not factory prepared for anchorage fasteners.

- E. Mount hardware units as indicated in manufacturers installation instructions.
- F. Set units level, plumb and true to line and locations. Adjust and reinforce that attachment substrate as necessary for proper installation and operation.
- G. Screw thresholds to substrate with No. 10 or larger stainless steel screws of the proper type for permanent anchorage of threshold. Set threshold in full bed of silicon caulk.
- H. Touch up paint where required after installation.

### 3.03 INSTALLATION OF STORM DOOR

- A. Install door and accessories in strict accordance with manufacturer's recommendations using proper templates, anchoring components firmly into position.
- B. Erect frames plumb and square with a maximum diagonal distortion of 1/16 inch. Secure to door frame as indicated and specified.
- C. Edge Clearances:
  - 1. Bottom: 1/4" clearance maximum.
  - 2. Top: 1/8" clearance maximum.
  - 3. Lock edge and hinge edge: 1/8" clearance maximum.
- D. Drill and counter-sink units that are not factory prepared for anchorage fasteners.
- E. Mount hardware units as indicated in manufacturers installation instructions.
- F. Set units level, plumb and true to line and locations. Adjust and reinforce that attachment substrate as necessary for proper installation and operation.

### 3.04 ADJUSTING

- A. Rehang or replace doors which are hinge bound and do not swing or operate freely.

**END OF SECTION**

## SECTION 08 16 13

### FIBERGLASS DOORS AND FRAMES

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. **Section Includes:** Fiberglass door installation requirements, including associated frames, hinges, door hardware, etc.
- B. **Related Sections:**
  - 1. Section 06 10 01: Carpentry and Window/Door Trim
  - 2. Section 07 92 00: Joint Sealant
  - 3. Section 08 11 13: Metal Doors and Frames
  - 4. Section 09 99 00: Painting

##### 1.02 SUBMITTALS

- A. Refer to Section 01 33 01 for additional submittal requirements.
- B. Provide the following for work of this Section:
  - 1. Manufacturer's current **recommended installation procedures**.
  - 2. Manufacturer's **Safety Data Sheets**.
  - 3. Manufacturer's **Data Sheets**.
  - 4. Proposed **fiberglass door, storm door, and hardware options**.

##### 1.03 QUALITY ASSURANCE AND REFERENCE STANDARDS

- A. **Installer Qualifications:** Use skilled personnel for work required, completely familiar with manufacturer's recommended methods, and thoroughly familiar with requirements of this Work. If specification calls for "Lead Abatement," Work of this Section that attaches to existing construction shall be completed by a lead abatement contractor.
- B. **Source Limitations:** Furnish products from one manufacturer for each door assembly installed and, when possible, from a single source at each Site.
- C. **Fiberglass References:** ASTM D 523-Fiberglass Finish Standard
- D. **Manufacturer's Warranties:** Submit written warranties from door manufacturer for the following:
  - 1. Doors: Certified as fully warranted against defects in material or workmanship under normal use and services for a period of one year from the date of final payment for each Site.

2. Glass: Warrantied from visual obstruction due to internal moisture for a period of at least one year.

#### 1.04 DELIVERY AND STORAGE

- A. Deliver materials in manufacturer's original, undamaged, unopened, labeled containers indicating brand name, pattern, size, and thickness as applicable, legible and intact.
- B. Store materials in original protective packaging to prevent soiling, physical damage, or water damage. Store doors on end on a level surface.
- C. Work shall not commence until all materials to complete work are on Site.

### PART 2 - PRODUCTS

#### 2.01 MANUFACTURERS

- A. Provide pre-hung and double bore fiberglass door system materials, including factory installed hinges, weather-stripping, threshold, and sweepers produced by one of the following manufacturers sized to fit field conditions:
  1. Jeld-Wen.;
  2. Therma-Tru Benchmark;
  3. Mastercraft; or
  4. approved equal.
- B. Provide cylinders, locksets, latchsets, and deadbolts produced from one of the following manufacturers:
  1. Kwikset;
  2. Brinks Commercial;
  3. Schlage; or
  4. approved equal.
- C. When specified, provide door stops and/or protective plates produced from one of the following manufacturers:
  1. Everbilt;
  2. Reliabilt;
  3. National Hardware; or
  4. approved equal.
- D. When specified, provide storm doors produced from one of the following manufacturers:
  1. Larson;

2. Anderson;
3. Pella; or
4. approved equal.

## 2.02 MATERIALS

### A. **Insulated fiberglass doors:**

1. Panels shall be constructed of two sheets of fiberglass sheets bonded to core material.
2. Insulation: Polyurethane or polystyrene core.
3. Thermal Properties: Energy Star qualified for the Northern Climate Zone.

### B. **Locks, Locksets, and Deadbolts:**

1. Provide materials that conform to the following ANSI/BHMA standards:
  - a. House or Apartment Doors: Heavy-duty resident grade, A156.2, Grade 2, or better.
  - b. Exterior Common Area Doors: Extra heavy-duty commercial grade, A156.2, Series 4000, Grade 1.
  - c. Deadbolts: Residential grade locks/latches that conform to ANSI/BHMA standard A156.5, Grade 2, or better.
  - d. Strikes: Manufacturer's standard wrought box strike for each latch or lock bolts, with curved lip extended to protect frame, finished to match hardware set.
  - e. Lock Throw: ½-inch minimum throw of latch for bored and pre-assembled types of locks. 1-inch minimum throw for dead bolts.

### C. **Shop Painting of Pre-Finished Fiberglass Doors and Frames:**

1. Clean, treat, and paint exposed surfaces of steel door and frame units, including galvanized surfaces.
2. Clean steel surfaces of mill scale, rust, oil grease, dirt, and other foreign materials before application of paint.
3. Apply shop coat of prime paint of even consistency to provide a uniformly finished surface ready to receive finish paint.
4. Apply finish coat to doors indicated as pre-finished by spraying to produce 1.25 mil DFT.
5. Color: Refer to Work Order.

### D. **Door Lites:**

1. Lites shall be factory installed and not modified.
2. Glass color and style: Refer to Work Order.

E. **Storm Doors:**

1. Aluminum or vinyl finish.
2. Solid wood core.
3. Aluminum frame.

2.03 OTHER MATERIALS

Furnish other materials not specifically described but required for a complete and proper installation, as selected by Contractor subject to accepted by Engineer.

**PART 3 - EXECUTION**

3.01 SITE CONDITIONS

- A. **Inspection:** Prior to performing Work of this Section, carefully inspect work of other trades and verify that such work has been completed to the point where work of this Section may properly commence. Verify that doors are installed in strict accordance with pertinent codes and regulations, manufacturer's recommendations, and original design.
- B. **Discrepancies:** Do not start work of this Section until unsatisfactory conditions have been corrected.
- C. **Existing Alarms:** Remove from existing door and salvage for homeowner. Do not reinstall alarms on new doors.

3.02 INSTALLATION OF DOOR ASSEMBLIES

- A. Install door and accessories in strict accordance with manufacturer's recommendations using proper templates, anchoring components firmly into position.
- B. Erect frames plumb and square with a maximum diagonal distortion of 1/16 inch. Anchor bottom of frames to floors with expansion bolts or power fasteners. Secure to blocking lag bolted to adjoining construction as indicated and specified. Set sill and threshold in mastic bed.
- C. Edge Clearances:
  1. Bottom: 1/4" clearance maximum.
  2. Top: 1/8" clearance maximum.
  3. Lock edge and hinge edge: 1/8" clearance maximum.
- D. Drill and counter-sink units that are not factory prepared for anchorage fasteners.
- E. Mount hardware units as indicated in manufacturers installation instructions.
- F. Set units level, plumb and true to line and locations. Adjust and reinforce that attachment substrate as necessary for proper installation and operation.



- G. Screw thresholds to substrate with No. 10 or larger stainless steel screws of the proper type for permanent anchorage of threshold. Set threshold in full bed of silicon caulk.
- H. Touch up paint where required after installation.

### 3.03 INSTALLATION OF STORM DOOR

- A. Install door and accessories in strict accordance with manufacturer's recommendations using proper templates, anchoring components firmly into position.
- B. Erect frames plumb and square with a maximum diagonal distortion of 1/16 inch. Secure to door frame as indicated and specified.
- C. Edge Clearances:
  - 1. Bottom: 1/4" clearance maximum.
  - 2. Top: 1/8" clearance maximum.
  - 3. Lock edge and hinge edge: 1/8" clearance maximum.
- D. Drill and counter-sink units that are not factory prepared for anchorage fasteners.
- E. Mount hardware units as indicated in manufacturers installation instructions.
- F. Set units level, plumb and true to line and locations. Adjust and reinforce that attachment substrate as necessary for proper installation and operation.

### 3.04 ADJUSTING

- A. Rehang or replace doors which are hinge bound and do not swing or operate freely.

**END OF SECTION**

## SECTION 08 52 00

### WOOD WINDOW ASSEMBLIES

#### PART I - GENERAL

##### 1.01 SUMMARY

- A. **Section Includes:** Wood window assembly installation requirements, including associated components.
- B. **Related Sections:**
  - 1. Section 06 10 01: Carpentry and Window/Door Trim
  - 2. Section 07 92 00: Joint Sealant
  - 3. Section 08 53 13: Vinyl Window Assemblies
  - 4. Section 08 56 20: Glass Block Windows
  - 5. Section 09 99 00: Painting

##### 1.02 SUBMITTALS

- A. Refer to Section 01 33 01 for additional submittal requirements.
- B. Provide the following for work of this Section:
  - 1. Manufacturer's current **recommended installation procedures**.
  - 2. Manufacturer's **Safety Data Sheets**.
  - 3. Manufacturer's **Data Sheets**.
  - 4. Proposed wood window and hardware options.
  - 5. Independent laboratory tests that certify proposed product meets or exceeds R45 as specified herein and shall show continuing compliance by affixing the American Architectural Manufacturer's Association (AAMA) Certification label and the National Fenestration Rating Council (NFRC) label.
  - 6. **Verification Samples:** Operating sample of each window type specified illustrating fabrication, hardware, glazing, screen, and finish.

##### 1.03 QUALITY ASSURANCE AND REFERENCE STANDARDS

- A. **Installer Qualifications:** Use skilled personnel for work required, completely familiar with manufacturer's recommended methods, and thoroughly familiar with requirements of this Work. If specification calls for "Lead Abatement," work of this Section that attaches to existing construction shall be completed by a lead abatement contractor.
- B. **Source Limitations:** Furnish products from one manufacturer for each window assembly installed and, when possible, from a single source at each Site.

- C. **Standards:** Except as otherwise indicated, requirements for wood windows assemblies, terminology, and standards of performance and fabrication workmanship are those specified and recommended in AAMA/WDMA/CSA 101/I.S.2/A440, and applicable general recommendations published by AAMA, NFRC, and ASTM.
- D. **Performance and Testing:** Except as otherwise indicated, comply with air infiltration tests, water resistance tests, and applicable load tests specified in AAMA/WDMA/CSA 101/I.S.2/A440 for type and classification of window units required in each case. Except as otherwise specified, comply with thermal properties as specified by AAMA/WDMA/CSA 101/I.S.2/A440 testing.
1. WDMA Label: Certified with label attached to each window.
  2. NFRC Label: Tested with label attached to each window.
  3. Energy Star Label: Qualified for the Northern Climate Zone with label attached to each window.
- E. **Specific Performance Requirements:**
1. **Air Infiltration Test:** With sash in a closed and locked position, window shall be subjected to an air infiltration test in accordance with AAMA/WDMA/CSA 101/I.S.2/A440. Air infiltration shall not exceed 0.30 cubic feet per minute per foot of crack length when tested at a pressure of 25 mph.
  2. **Water Resistance Test:** Glazed unit shall be mounted in its vertical position, continuously supported around the perimeter, and sash placed in fully closed and locked position, window unit shall be subjected to a water resistance test in accordance with ASTM E331. When a static pressure of 6.24 pounds per square foot has been stabilized, water at the rate of 5.0 gal/ft<sup>2</sup>-h shall be applied to interior face of the unit for a period of 15 minutes. No water shall pass interior face of window frame and there shall be no leakage as defined in the test method.
  3. **Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440:**
    - a. Minimum Performance Class: LC.
    - b. Minimum Performance Grade: 25.
  4. **Thermal Transmittance:** NFRC 100 maximum whole-window U-factor of 0.26 BTU/h-ft<sup>2</sup> °F
  5. **Solar Heat-Gain Coefficient (SHGC):** NFRC 200 minimum whole-window SHGC of 0.30.
  6. **Condensation Resistance Factor:** Window shall be tested in accordance with AAMA 1503 standards and tests of thermal performance, and shall have a condensation resistance factor of no less than 44.
  7. **Sealed Insulating Glass Units:** Window unit shall be tested in accordance with ASTM E773 and ASTM E774 for unit construction.
- F. **Manufacturer's Warranties:** Submit written warranties from window manufacturer for the following:
1. Windows: Certified as fully warrantied against defects in material or workmanship under normal use and services for a period of one year from the date of final payment for each Site.

2. Glass: Warrantied from visual obstruction due to internal moisture for a period of at least one year.

#### 1.04 DELIVERY AND STORAGE

- A. Deliver materials in manufacturer's original, undamaged, unopened, labeled containers indicating brand name, pattern, size, and thickness as applicable, legible and intact.
- B. Store materials in original protective packaging to prevent soiling, physical damage, or water damage. Store windows on end on a level surface.
- C. Work shall not commence until all materials to complete work are on Site.

### PART 2-PRODUCTS

#### 2.01 MANUFACTURERS

- A. Provide wood replacement window assemblies produced by one of the following manufacturers sized to fit field conditions:
  1. Kolbe Heritage Series;
  2. Pella Reserve-Traditional;
  3. Jeld-Wen Custom;
  4. Marvin Signature Ultimate Historical; or
  5. approved equal

#### 2.02 MATERIALS

- A. **Operating Types:** Double hung unless noted otherwise.
- B. **Frames and Sashes:** Impact-resistant wood complying with AAMA/WDMA/CSA 101/I.S.2/A440.
  1. Finish: Factory applied finish.
  2. Color: Refer to Work Order.
- C. **Insulating-Glass Units:** ASTM E2190.
  1. Glass: ASTM C1036, Type 1, Class 1, q3.
    - a. Tint: Clear.
    - b. Kind: Fully tempered.
  2. Lites: Two.
  3. Filling: Fill space between glass lites with argon.
  4. Coating: Low-E high performance glass.
- D. **Glazing System:** Manufacturer's standard factory-glazing system that produces weathertight seal.

- E. **Hardware, General:** Provide manufacturer's standard corrosion-resistant hardware sized to accommodate sash weight and dimensions.
  - 1. Exposed Hardware Color and Finish: Refer to Work Order.
- F. **Hung Window Hardware:**
  - 1. Counterbalancing Mechanism: AAMA 902.
  - 2. Locks and Latches: Operated from the inside only.
  - 3. Tilt Hardware: Releasing tilt latch allows sash to pivot about horizontal axis.
- G. **Weather Stripping:** Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.
- H. **Fasteners:** Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.
  - 1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.
- I. Do not use exposed fasteners on exterior except where unavoidable for application of hardware.

## 2.03 FABRICATION AND ACCESSORIES

- A. **General:** Provide manufacturer's standard fabrication and accessories that comply with specifications and referenced standards, except to extent more specific or more stringent requirements are indicated. Include complete system for assembly of components and anchorage of window units and prepare complete pre-glazing at factory.
- B. **Balances:** Balances of appropriate size and capacity to hold both top and bottom sash stationary at any open position shall be used. Sash balances shall be easily accessible and replaceable in the field.
- C. **Screens:** Screens on operating vents shall be supplied for all windows. Screen frames shall be extruded aluminum sections with corners mitered and crimped with corner gussets. Screening fabric shall be aluminum mesh retained in screen frames with sash spines that permit easy replacement.

## 2.04 INSTALLATION REQUIREMENTS

- A. Provide replacement window assemblies, complete with all trim, panning, locks, screens and accessories.
  - 1. Wood Sash to match existing; and
  - 2. Tempered glass or wired where required by Code.
- B. Provide complete new sashes where specified. Windows shall be fabricated in sizes, configuration, and profiles shown. Windows shall include trim flashings, locks, and accessories required for a complete installation, including nailing finish if required. This shall include all jamb and sill extensions required for proper installation, and panning in profiles shown.

- C. The work of replacement windows, without limiting the generality thereof, shall include:
  - 1. Window parts removed per Section 02 83 01.
  - 2. Removal of other existing work and restoration thereof, as required for the installation and operation of the new units.
  - 3. Installation shall include, but shall not be limited to, the following:
    - a. Removal from the site and legal disposal of all removed materials, debris, packaging, banding, and all other surplus materials and equipment.
    - b. Provide new factory glazed, wood sash windows, types as specified, together with necessary mullions, panning trim, expanders, operating hardware installation hardware, and all other accessories for complete installation.
    - c. Treated wood blocking, fillers, and nailers as required for secure installation.
    - d. Fiberglass insulation, between window frames and adjacent construction.
    - e. Sealing of all joints within each window assembly.
    - f. Sealing of all seams, edges, and gaps of window units after installation with silicone caulking.
    - g. Field coordination with work of other trades.
    - h. Interior trim shall be reused or replaced as necessary to restore interior window openings to "as new" condition.

### **PART 3-EXECUTION**

#### **3.01 PREPARATION**

- A. No Site Work may start until all materials needed to install new work is on site. Do not leave any openings uncovered at end of work day, during wind-driven precipitation, or during excessively cold weather.
- B. Perform all other operations as necessary to prepare existing openings for proper installation and operation of new units.

#### **3.02 INSTALLATION**

- A. Comply with manufacturer's specifications and recommendations for installation of window units, hardware, operators, and other components of work.
- B. Set units plumb, level, and true to line, without warp or crack of frames or sash. Anchor securely in place.
- C. Wedge fiberglass insulation between frames of new window units and construction, or between frames and new blocking as applicable. Remove existing sash counterbalance, cord, and hardware as required. Fill cavities with insulation. Compress fiberglass to 50% or less of original thickness.
- D. Seal units following installation and as required to provide weather-tight system as specified.

- E. **Existing Alarms:** Remove from existing window and salvage for homeowner. Do not reinstall alarms on new windows.

### 3.03 ADJUST AND CLEAN

- A. Adjust operating sash and hardware to provide tight fit at contact points and at weather-stripping, for smooth operation and weather-tight closure. Verify operating force complies with limits as set by Code for elderly or accessible housing.
- B. Clean sash surfaces promptly after installation of windows, exercising care to avoid damage to finish. Remove excess glazing and sealant compounds, dirt, and other substances. Lubricate hardware and moving parts.
- C. Clean glass promptly after installation of windows. Remove glazing and sealant compound, dirt, and other substances.
- D. Initiate all protection and other precautions required to ensure that window units will be without damage or deterioration (other than normal weathering) at time of acceptance.
- E. Provide training and instruction in the operation, replacement of unit parts, and in the monitoring and detection of window assembly performance.
- F. Submit to Engineer and Homeowner written recommendations for maintenance and protection of windows.

**END OF SECTION**

## SECTION 08 53 13

### VINYL WINDOW ASSEMBLIES

#### PART I - GENERAL

##### 1.01 SUMMARY

- A. **Section Includes:** Vinyl window assembly installation requirements, including associated components.
- B. **Related Sections:**
  - 1. Section 06 10 01: Carpentry and Window/Door Trim
  - 2. Section 07 92 00: Joint Sealant
  - 3. Section 08 52 00: Wood Window Assemblies
  - 4. Section 08 56 20: Glass Block Windows
  - 5. Section 09 99 00: Painting

##### 1.02 SUBMITTALS

- A. Refer to Section 01 33 01 for additional submittal requirements.
- B. Provide the following for work of this Section:
  - 1. Manufacturer's current **recommended installation procedures**.
  - 2. Manufacturer's **Safety Data Sheets**.
  - 3. Manufacturer's **Data Sheets**.
  - 4. Proposed vinyl window and hardware options.
  - 5. Independent laboratory tests that certify proposed product meets or exceeds R45 as specified herein and shall show continuing compliance by affixing the American Architectural Manufacturer's Association (AAMA) Certification label and the National Fenestration Rating Council (NFRC) label.
  - 6. **Verification Samples:** Operating sample of each window type specified illustrating fabrication, hardware, glazing, screen, and finish.

##### 1.03 QUALITY ASSURANCE AND REFERENCE STANDARDS

- A. **Installer Qualifications:** Use skilled personnel for work required, completely familiar with manufacturer's recommended methods, and thoroughly familiar with requirements of this Work. If specification calls for "Lead Abatement," work of this Section that attaches to existing construction shall be completed by a lead abatement contractor.
- B. **Source Limitations:** Furnish products from one manufacturer for each window assembly installed and, when possible, from a single source at each Site.



- C. **Standards:** Except as otherwise indicated, requirements for vinyl windows assemblies, terminology, and standards of performance and fabrication workmanship are those specified and recommended in AAMA/WDMA/CSA 101/I.S.2/A440, and applicable general recommendations published by AAMA, NFRC, and ASTM.
- D. **Performance and Testing:** Except as otherwise indicated, comply with air infiltration tests, water resistance tests, and applicable load tests specified in AAMA/WDMA/CSA 101/I.S.2/A440 for type and classification of window units required in each case. Except as otherwise specified, comply with thermal properties as specified by AAMA/WDMA/CSA 101/I.S.2/A440 testing.
1. WDMA Label: Certified with label attached to each window.
  2. NFRC Label: Tested with label attached to each window.
  3. Energy Star Label: Qualified for the Northern Climate Zone with label attached to each window.
- E. **Specific Performance Requirements:**
1. **Air Infiltration Test:** With sash in a closed and locked position, window shall be subjected to an air infiltration test in accordance with AAMA/WDMA/CSA 101/I.S.2/A440. Air infiltration shall not exceed 0.30 cubic feet per minute per foot of crack length when tested at a pressure of 25 mph.
  2. **Water Resistance Test:** Glazed unit shall be mounted in its vertical position, continuously supported around the perimeter, and sash placed in fully closed and locked position, window unit shall be subjected to a water resistance test in accordance with ASTM E331. When a static pressure of 6.24 pounds per square foot has been stabilized, water at the rate of 5.0 gal/ft<sup>2</sup>-h shall be applied to interior face of the unit for a period of 15 minutes. No water shall pass interior face of window frame and there shall be no leakage as defined in the test method.
  3. **Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440:**
    - a. Minimum Performance Class: LC.
    - b. Minimum Performance Grade: 25.
  4. **Thermal Transmittance:** NFRC 100 maximum whole-window U-factor of 0.26 BTU/h-ft<sup>2</sup> °F.
  5. **Solar Heat-Gain Coefficient (SHGC):** NFRC 200 minimum whole-window SHGC of 0.30.
  6. **Condensation Resistance Factor:** Window shall be tested in accordance with AAMA 1503 standards and tests of thermal performance, and shall have a condensation resistance factor of no less than 44.
  7. **Sealed Insulating Glass Units:** Window unit shall be tested in accordance with ASTM E773 and ASTM E774 for unit construction.
- F. **Manufacturer's Warranties:** Submit written warranties from window manufacturer for the following:
1. Windows: Certified as fully warrantied against defects in material or workmanship under normal use and services for a period of one year from the date of final payment for each Site.

2. Glass: Warrantied from visual obstruction due to internal moisture for a period of at least one year.

#### 1.04 DELIVERY AND STORAGE

- A. Deliver materials in manufacturer's original, undamaged, unopened, labeled containers indicating brand name, pattern, size, and thickness as applicable, legible and intact.
- B. Store materials in original protective packaging to prevent soiling, physical damage, or water damage. Store windows on end on a level surface.
- C. Work shall not commence until all materials to complete work are on Site.

### PART 2-PRODUCTS

#### 2.01 MANUFACTURERS

- A. Provide vinyl replacement window assemblies produced by one of the following manufacturers sized to fit field conditions:
  1. American Craftsman;
  2. Pella;
  3. Jeld-Wen;
  4. Simonton;
  5. Anderson; or
  6. approved equal

#### 2.02 MATERIALS

- A. **Operating Types:** Double hung unless noted otherwise.
- B. **Frames and Sashes:** Impact-resistant, welded frame, UV-stabilized PVC complying with AAMA/WDMA/CSA 101/I.S.2/A440.
  1. Finish: Factory applied finish.
  2. Color: Refer to Work Order.
- C. **Insulating-Glass Units:** ASTM E2190.
  1. Glass: ASTM C1036, Type 1, Class 1, q3.
    - a. Tint: Clear.
    - b. Kind: Fully tempered.
  2. Lites: Two.
  3. Filling: Fill space between glass lites with argon.

- 4. Coating: Low-E high performance glass.
- D. **Glazing System:** Manufacturer's standard factory-glazing system that produces weathertight seal.
- E. **Hardware, General:** Provide manufacturer's standard corrosion-resistant hardware sized to accommodate sash weight and dimensions.
  - 1. Exposed Hardware Color and Finish: As selected by Homeowner, Grantee, or Engineer.
- F. **Hung Window Hardware:**
  - 1. Counterbalancing Mechanism: AAMA 902.
  - 2. Locks and Latches: Operated from the inside only.
  - 3. Tilt Hardware: Releasing tilt latch allows sash to pivot about horizontal axis.
- G. **Weather Stripping:** Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.
- H. **Fasteners:** Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.
  - 1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.
- I. Do not use exposed fasteners on exterior except where unavoidable for application of hardware.

## 2.03 FABRICATION AND ACCESSORIES

- A. **General:** Provide manufacturer's standard fabrication and accessories that comply with specifications and referenced standards, except to extent more specific or more stringent requirements are indicated. Include complete system for assembly of components and anchorage of window units and prepare complete pre-glazing at factory.
- B. **Balances:** Balances of appropriate size and capacity to hold both top and bottom sash stationary at any open position shall be used. Sash balances shall be easily accessible and replaceable in the field.
- C. **Screens:** Screens on operating vents shall be supplied for all windows. Screen frames shall be extruded aluminum sections with corners mitered and crimped with corner gussets. Screening fabric shall be aluminum mesh retained in screen frames with vinyl sash spines that permit easy replacement.

## 2.04 INSTALLATION REQUIREMENTS

- A. Provide replacement window assemblies, complete with all trim, panning, locks, screens and accessories.
  - 1. Vinyl Sash to match existing; and
  - 2. Tempered glass or wired where required by Code.
- B. Provide complete new sashes where specified. Windows shall be fabricated in sizes, configuration, and profiles shown. Windows shall include trim flashings, locks, and accessories required for a

complete installation, including nailing finish if required. This shall include all jamb and sill extensions required for proper installation, and panning in profiles shown.

- C. The work of replacement windows, without limiting the generality thereof, shall include:
1. Window parts removed per Section 02 83 01.
  2. Removal of other existing work and restoration thereof, as required for the installation and operation of the new units.
  3. Installation shall include, but shall not be limited to, the following:
    - a. Removal from the site and legal disposal of all removed materials, debris, packaging, banding, and all other surplus materials and equipment.
    - b. Provide new factory glazed, solid vinyl sash windows, types as specified, together with necessary mullions, panning trim, expanders, operating hardware installation hardware, and all other accessories for complete installation.
    - c. Treated wood blocking, fillers, and nailers as required for secure installation.
    - d. Fiberglass insulation, between window frames and adjacent construction.
    - e. Sealing of all joints within each window assembly.
    - f. Sealing of all seams, edges, and gaps of window units after installation with silicone caulking.
    - g. Field coordination with work of other trades.
    - h. Interior trim shall be reused or replaced as necessary to restore interior window openings to "as new" condition.

## **PART 3-EXECUTION**

### **3.01 PREPARATION**

- A. No Site work may start until all materials needed to install new work is on site. Do not leave any openings uncovered at end of work day, during wind-driven precipitation, or during excessively cold weather.
- B. Perform all other operations as necessary to prepare existing openings for proper installation and operation of new units.

### **3.02 INSTALLATION**

- A. Comply with manufacturer's specifications and recommendations for installation of window units, hardware, operators, and other components of work.
- B. Set units plumb, level, and true to line, without warp or crack of frames or sash. Anchor securely in place.
- C. Wedge fiberglass insulation between frames of new window units and construction, or between frames and new blocking as applicable. Remove existing sash counterbalance, cord, and

hardware as required. Fill cavities with insulation. Compress fiberglass to 50% or less of original thickness.

- D. Seal units following installation and as required to provide weather-tight system as specified.
- C. **Existing Alarms:** Remove from existing window and salvage for homeowner. Do not reinstall alarms on new windows.

### 3.03 ADJUST AND CLEAN

- A. Adjust operating sash and hardware to provide tight fit at contact points and at weather-stripping, for smooth operation and weather-tight closure. Verify operating force complies with limits as set by Code for elderly or accessible housing.
- B. Clean vinyl sash surfaces promptly after installation of windows, exercising care to avoid damage to finish. Remove excess glazing and sealant compounds, dirt, and other substances. Lubricate hardware and moving parts.
- C. Clean glass promptly after installation of windows. Remove glazing and sealant compound, dirt, and other substances.
- D. Initiate all protection and other precautions required to ensure that window units will be without damage or deterioration (other than normal weathering) at time of acceptance.
- E. Provide training and instruction in the operation, replacement of unit parts, and in the monitoring and detection of window assembly performance.
- F. Submit to Engineer and Homeowner written recommendations for maintenance and protection of windows.

### END OF SECTION

# SECTION 08 56 20

## GLASS BLOCK WINDOWS

### PART I - GENERAL

#### 1.01 SUMMARY

- A. **Section Includes:** Glass block window installation requirements, including associated components.
- B. **Related Sections:**
  - 1. Section 06 10 01: Carpentry and Window/Door Trim
  - 2. Section 07 92 00: Joint Sealant
  - 3. Section 08 52 00: Wood Window Assemblies
  - 4. Section 08 53 13: Vinyl Window Assemblies
  - 5. Section 09 99 00: Painting

#### 1.02 SUBMITTALS

- A. Refer to Section 01 33 01 for additional submittal requirements.
- B. Provide the following for work of this Section:
  - 1. Manufacturer's current **recommended installation procedures**.
  - 2. Manufacturer's **Safety Data Sheets**.
  - 3. Manufacturer's **Data Sheets**.
  - 4. Proposed glass block windows and hardware options.

#### 1.03 QUALITY ASSURANCE AND REFERENCE STANDARDS

- A. **Installer Qualifications:** Use skilled personnel for work required, completely familiar with manufacturer's recommended methods, and thoroughly familiar with requirements of this Work. If specification calls for "Lead Abatement," work of this Section that attaches to existing construction shall be completed by a lead abatement contractor.
- B. **Source Limitations:** Furnish products from one manufacturer for each glass block windows installed and, when possible, from a single source at each Site.
- C. **Standards:** Except as otherwise indicated, requirements for glass block windows, terminology, and standards of performance and fabrication workmanship are those specified and applicable general recommendations published by AAMA, NFRC, and ASTM.
- D. **Manufacturer's Warranties:** Submit written warranties from window manufacturer for the following:
  - 1. Glass Block: Certified as fully warrantied against defects in material or workmanship under normal use and services for a period of at least one year from the date of final payment for each Site.

2. Glass Vent: Warranted from visual obstruction due to internal moisture for a period of at least one year.

#### 1.04 DELIVERY AND STORAGE

- A. Deliver materials in manufacturer's original, undamaged, unopened, labeled containers indicating brand name, pattern, size, and thickness as applicable, legible and intact.
- B. Store materials in original protective packaging to prevent soiling, physical damage, or water damage. Store windows on end on a level surface.
- C. Work shall not commence until all materials to complete work are on Site.

### PART 2-PRODUCTS

#### 2.01 MANUFACTURERS

- A. Provide glass block windows produced by one of the following manufacturers sized to fit field conditions:
  1. IPS;
  2. Reliabt;
  3. Cleary Secure; or
  4. approved equal

#### 2.02 MATERIALS

- A. **Glass Vent:** Impact-resistant, welded frame, UV-stabilized PVC complying with AAMA/WDMA/CSA 101/I.S.2/A440.
  1. Finish: Factory applied white finish.
  2. Operating Type: Hopper style unless noted otherwise.
- B. **Glass Block:** Break-resistant with a wave pattern.
- C. **Mortar Materials:** White glass block mortar mix complying with ASTM C270.

#### 2.03 FABRICATION AND ACCESSORIES

- A. **General:** Provide manufacturer's standard fabrication and accessories that comply with specifications and referenced standards, except to extent more specific or more stringent requirements are indicated. Include complete system for assembly of components and anchorage of window units and prepare complete pre-glazing at factory.
- B. **Screens:** Screens on operating vents shall be supplied for all windows. Screen frames shall be extruded aluminum sections with corners mitered and crimped with comer gussets. Screening fabric shall be aluminum mesh retained in screen frames with vinyl sash spines that permit easy replacement.

## 2.04 INSTALLATION REQUIREMENTS

- A. Provide glass block windows, complete with all trim, panning, locks, screens and accessories.
- B. Windows shall be fabricated in sizes, configuration, and profiles shown. Windows shall include trim flashings, locks, and accessories required for a complete installation. This shall include all jamb and sill extensions required for proper installation, and panning in profiles shown.
- C. The work of replacement windows, without limiting the generality thereof, shall include:
  - 1. Window parts removed per Section 02 83 01.
  - 2. Removal of other existing work and restoration thereof, as required for the installation and operation of the new units.
  - 3. Installation shall include, but shall not be limited to, the following:
    - a. Removal from the site and legal disposal of all removed materials, debris, packaging, banding, and all other surplus materials and equipment.
    - b. Provide new factory glazed, glass block windows, types as specified, together with necessary mullions, panning trim, expanders, operating hardware installation hardware, and all other accessories for complete installation.
    - c. Treated wood blocking, fillers, and nailers as required for secure installation.
    - d. Sealing of all joints within each window assembly.
    - e. Sealing of all seams, edges, and gaps of window units after installation with silicone caulking.
    - f. Field coordination with work of other trades.
    - g. Interior trim shall be reused or replaced as necessary to restore interior window openings to "as new" condition.

## PART 3-EXECUTION

### 3.01 PREPARATION

- A. No Site work may start until all materials needed to install new work is on site. Do not leave any openings uncovered at end of work day, during wind-driven precipitation, or during excessively cold weather.
- B. Perform all other operations as necessary to prepare existing openings for proper installation and operation of new units.
- C. Do not install glass block mortar when surrounding air temperatures are below 40 degrees F.



### 3.02 INSTALLATION

- A. Comply with manufacturer's specifications and recommendations for installation of window units, hardware, operators, and other components of work.
- B. Set units plumb, level, and true to line. Anchor securely in place.
- C. Seal units following installation and as required to provide weather-tight system as specified.
- D. **Existing Alarms:** Remove from existing window and salvage for homeowner. Do not reinstall alarms on new windows.

### 3.03 ADJUST AND CLEAN

- A. Clean glass promptly after installation of windows. Remove glazing and sealant compound, dirt, and other substances.
- B. Initiate all protection and other precautions required to ensure that window units will be without damage or deterioration (other than normal weathering) at time of acceptance.
- C. Provide training and instruction in the operation, replacement of unit parts, and in the monitoring and detection of window assembly performance.
- D. Submit to Engineer and Homeowner written recommendations for maintenance and protection of windows.

**END OF SECTION**

## SECTION 09 99 00

### PAINTING

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. **Section Includes:** Painting shall include surface preparation, base coats, paint, etc.
- B. **Related Sections:**
  - 1. Section 06 10 01: Carpentry and Window/Door Trim
  - 2. Section 07 92 00: Joint Sealant
  - 3. Section 08 11 13: Metal Doors and Frames
  - 4. Section 08 16 13: Fiberglass Doors and Frames
  - 5. Section 08 52 00: Wood Window Assemblies
  - 6. Section 08 53 13: Vinyl Window Assemblies

##### 1.02 SUBMITTALS

- A. Refer to Section 01 33 01 for additional submittal requirements.
- B. **Provide the following for work of this Section:**
  - 1. **Color chip catalogs** of paint specified.
  - 2. Manufacturer's current **recommended procedures**.
  - 3. Manufacturer's **Data Sheets and Safety Data Sheets**.

##### 1.03 QUALITY ASSURANCE

- A. **Installer Qualifications:** Use skilled personnel for work required, completely familiar with manufacturer's recommended methods, and thoroughly familiar with requirements of this Work.
- B. **Source Limitations:** Provide products of same generic kind, from a single source, for each unit of work.
- C. **Compatibility of Options:** Compatibility of products is a basic requirement of product selection. When given option of selecting between two or more products, product selected must be compatible with other products previously selected, even if products previously selected were also options. Complete compatibility between various choices available is not assured by various requirements of Contract Documents but must be provided.
- D. **Materials:** Provide lead free prime and finish coatings. Top coatings shall be mold and mildew resistant.

#### 1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's original, unopened, labeled containers.
- B. Store materials in a suitable and approved location. Store, protect, and handle materials in accordance with manufacturer's recommendations to prevent damage and deterioration. Store paint materials at minimum temperature of 50 degrees F.

#### 1.05 SEQUENCING

Sequence layout and painting with other construction.

#### 1.06 PAINT COORDINATION

- A. Provide finish coats which are compatible with prime coats actually used.
- B. Review other Sections of these Specifications as required, verifying prime coats being used and assure compatibility of total coating system for various substrates.
- C. Upon request, furnish information on characteristics of specific finish materials to assure that compatible prime coats are used.

### PART 2 - PRODUCTS

#### 2.01 PAINTS

- A. Paints, except as otherwise specified, shall be of best grade of "First Line" paint made by a reputable, recognized paint manufacturer, accepted by Engineer, and as recommended by manufacturer for each particular purpose.
- B. **Paint Manufacturers:**
  - 1. Ducth Boy.;
  - 2. Gildden.;
  - 3. Sherwin Williams;
  - 4. Pittsburgh Paints;
  - 5. Behr; or
  - 6. approved equal.
- C. Finish coats shall be from same manufacturer wherever possible.
- D. Base and intermediate coats shall be products recommended by manufacturer of finish coat.
- E. Provide ready-mixed paints. Job mixing and tinting are not acceptable unless accepted by Engineer.

## 2.02 UNDERCOATS AND THINNERS

- A. Provide undercoat paint produced by same manufacturer as finish coat.
- B. Use only thinners recommended by paint manufacturer and use only to recommended limits.
- C. Insofar as practicable, use undercoat, finish coat, and thinner material as parts of a unified system of paint finish.

## 2.03 APPLICATION EQUIPMENT

- A. For application of approved paint, use only such equipment recommended by manufacturer for application of particular paint.
- B. Prior to use of application equipment, verify that proposed equipment is actually compatible with material to be applied, and that integrity of finish will not be jeopardized by use of proposed equipment.

## 2.04 OTHER MATERIALS

Provide other materials, not specifically described but required for a complete and proper application, as selected by Contractor subject to acceptance of Engineer.

# PART 3 - EXECUTION

## 3.01 GENERAL

### A. **Job Conditions:**

1. Examine areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of Work. Do not proceed until unsatisfactory conditions are corrected.
2. Do not apply solvent-thinned paints when temperature of surfaces to be painted and surrounding air temperatures are below 45 degrees F., unless otherwise permitted by manufacturer's printed instructions subject to acceptance by Engineer.
3. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or to damp or wet surfaces, unless otherwise permitted by manufacturer's printed instructions subject to acceptance by Engineer.
4. Applications may be continued during inclement weather only within temperature limits specified by paint manufacturer as being suitable for use during application and drying periods.
5. Provide for ventilation, drying, and heating of spaces in which painting will be completed.

### B. **Protection:**

1. Remove or protect, during painting, accessories, fixtures, and similar items installed prior to painting and not required to be painted. If removed, carefully replace and adjust on completion of painting.

2. Furnish and lay drop cloths beneath areas to be painted to protect floors and other adjacent work and materials from defacement. Remove and properly replace temporary protections and coverings removed from any part of work or finish. Damage resulting from neglect of these requirements shall be repaired at Contractor's expense to complete satisfaction of Engineer.
3. Maintain work area in a neat and orderly condition, promptly removing empty containers, wrappings, waste rubbish, and like matter from Site.

**C. Coordination:**

1. Coordinate as required with other trades to assure proper and adequate provision in work of those trades for interface with Work of this Section.
2. Coordinate with other trades to ensure adequate illumination, ventilation and dust-free environment during application and drying of paint.
3. Examine Specifications for various other trades and be thoroughly familiar with their provisions regarding painting. Surfaces left unfinished shall be painted or finished as part of this Section, unless specified otherwise.

**3.02 MATERIALS PREPARATION**

**A. General:**

1. Mix and prepare paint materials in strict accordance with manufacturer's recommendations subject to acceptance by Engineer.
2. When materials are not in use, store in tightly covered containers.
3. Maintain containers used in storage, mixing, and application of paint in a clean condition, free from foreign materials and residue.

**B. Stirring:**

1. Stir materials before application, producing a mixture of uniform density.
2. Do not stir into material any film which may form on the surface, but remove film and, if necessary, strain material before using.

**3.03 SURFACE PREPARATION**

**A. General:**

1. Perform preparation and cleaning procedures in strict accordance with paint manufacturer's recommendations subject to acceptance by Engineer.
2. Remove removable items which are in place and are not scheduled to receive paint finish; or provide surface-applied protection prior to surface preparation and painting operations.
3. Following completion of painting in each space or areas, reinstall removed items by using employees skilled in the necessary trades.
4. Clean each surface to be painted prior to applying paint of surface treatment.

5. Remove oil and grease with clean cloths and cleaning solvent of low toxicity and flash point in excess of 200 degrees F., prior to start of mechanical cleaning.
6. Schedule cleaning and painting so that dust and other contaminants from cleaning process will not fall onto newly painted surfaces.

**B. Preparation of Wood Surfaces:**

1. Clean wood surfaces until free from dirt, oil, and other foreign substance.
2. Fill nail holes cracks, open joints and other defects in wood after priming coat has dried.
3. Smooth finished wood surfaces exposed to view, using proper sandpaper. Where so required, use varying degrees of coarseness in sandpaper to produce a uniformly smooth and unmarred wood surface.

**C. Preparation of Metal Surfaces:**

1. Thoroughly clean surfaces until free from dirt, oil, and grease.
2. On galvanized surfaces, use solvent for initial cleaning, and then treat surface thoroughly with phosphoric acid etch. Remove etching solution completely before proceeding.
3. Allow to dry thoroughly before application of paint.

**3.04 PAINT APPLICATION**

**A. General:**

1. Touch-up shop-applied prime coats which have been damaged, and touch-up bare areas prior to start of finish coats application.
2. Slightly vary color of succeeding coats.
3. Sand and dust between coats to remove defects visible to unaided eye from a distance of five feet.
4. On removable panels and hinged panels, paint back sides to match exposed sides.

**B. Drying:**

1. Allow sufficient drying time between coats, modifying period as recommended by material manufacturer to suit adverse weather conditions.
2. Consider oil-base and oleo-resinous solvent-type paint as dry for recoating when paint feels firm, does not deform or feel sticky under moderate pressure of thumb, and when application of another coat of paint does not cause lifting or loss of adhesion of undercoat.

**C. Brush Applications:**

1. Brush out and work brush coats onto surface in an even film.

2. Cloudiness, spotting, holidays, laps, brush marks, run, sags, ropiness, and other surface imperfections will not be acceptable.

**D. Spray Applications:**

1. Except as specifically otherwise accepted by Engineer, confine spray application to metal framework and similar surfaces where hand brush work would be inferior.
2. Where spray application is used, apply each coat to provide hiding equivalent of brush coats.
3. Do not double back with spray equipment to build up film thickness of two coats in one pass.

- E. Matching:** For completed work, match approved samples as to texture, color, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.

**3.05 AREA CLEAN-UP**

- A. Remove protective materials from adjacent surfaces and remove stains which adversely affect finishes to satisfaction of Engineer.
- B. Clean surfaces of spills, splatters, drips, and stains from painting application.
- C. Touch-up painted surfaces damaged prior to acceptance of building by Engineer and Homeowner.

**END OF SECTION**

## SECTION 32 91 13

### MULCHING

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. **Section Includes:** Requirements for restoration of mulched areas and covering bare soil in areas of paint chip removal.

##### 1.02 SUBMITTALS

- A. Refer to Section 01 33 01 for additional submittal requirements.
- B. Provide the following for work of this Section:
  - 1. Manufacturer's current recommended installation procedures.
  - 2. Manufacturer's Safety Data Sheets.
  - 3. Manufacturer's Data Sheets.

##### 1.03 PROJECT CONDITIONS

- A. Establish and maintain required lines and grades elevations for each course, including crown and cross slopes as required.
- B. Protect adjacent work from damage soiling and straining.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. **General:** Use mulch that matches or is compatible with existing materials, unless otherwise specified.
- B. **Organic Mulch:** Shredded hardwood free from deleterious materials and suitable as a top dressing of trees and shrubs, with a size range of three inches, maximum to 1/2-inch minimum.
  - 1. Scotts;
  - 2. Vigoro;
  - 3. Wood Ecology; or
  - 4. approved equal.
- C. **Landscape Fabric:** Woven grided matrix, air and water permeable, and weed protection.
  - 1. Yardworks;
  - 2. Scotts;



3. Virgoro; or
4. approved equal.

### **PART 3 - EXECUTION**

#### **3.01 PREPARATION**

- A. Area shall be clean of all paint chips.
- B. Dirt shall slope away from building.

#### **3.02 INSTALLATION**

- A. Install landscape fabric in accordance with manufacturers installation instructions.
- B. Install mulch to a depth of between one to three inches over area to be covered.
- C. Remove excess mulch promptly as work progresses and clean adjacent areas.

#### **3.03 SCHEDULE**

- A. Generally, unless noted otherwise, install mulch after all other work has been completed.

**END OF SECTION**

**ATTACHMENT A**  
**PROJEFT INFORMATION**

## **REFERENCE SHEET FOR LEAD RRP**

U.S. EPA's Renovation, Repair, and Painting (RRP) Program Final Rule applies to disturbance of surface coatings (paint, stains, varnishes, etc.) in pre-1978 housing and child-occupied facilities (children < 6 years of age).

### ***Regulated Activities:***

1. Disturbance > 6 square feet (sf) of interior surface coatings per room or > 20 sf of exterior surface coatings. The entire surface area of a removed component is the amount of paint surface disturbed within a 30-day period (if bottom 3<sup>rd</sup> of door is cut off, then area is 1/3 of door; if door is removed through removal of hinges only, only the hinge is measured).
2. Window replacement projects.
3. Selective Demolition is regulated; complete building demolition is not regulated under this Rule.
4. Painting over lead-based paint is not regulated under this Rule unless the paint is disturbed while preparing the surface.
5. "Gut Rehabilitation" where every interior and exterior painted surface are replaced making the facility effectively new construction is not regulated under this Rule.
6. Removal of painted components intact without disturbing coating (e.g., garage door or windows) is not regulated under this Rule.
7. Zero bedroom housing (typical dormitory) is not regulated under this Rule.

### ***Contractor Requirements under RRP:***

1. Renovation work which includes a regulated activity in housing or child-occupied facility shall be performed by:
  - a. Certified firm(s) [every firm receiving compensation for this work (including firms that plan to subcontract regulated work activities to another firm)]; and
  - b. Certified Renovator who is responsible for the work including performance of specific tasks (see Item 2 of this Section). Eight-hour training session meeting requirements of this Rule is required to become a Certified Renovator.
2. Certified Renovator's responsibilities:
  - a. Assume coating is lead-based paint or procure samples using a recognized test kit (unless there is a report conducted per HUD Guidelines using XRF or laboratory analyses of paint chips).
  - b. Provide training to uncertified workers regarding use of lead-safe work practices. Training shall be project specific. The RRP does not specify a duration for this training.
  - c. Be present on site during installation of signage, establishment of work area containment, and completion of work area cleaning step.
  - d. Ensure renovation is completed using lead-safe work practices.
  - e. Conduct post-renovation cleaning step.
  - f. Prepare records for the project (see Item 5 of this Section).
3. Within 60 days before start of work, provide EPA's *Renovate Right* pamphlet and information to building owner, property manager, and building occupants regarding work practices that will be used.
4. Within 60 days before start of work, provide renovation information to parents and guardians of children under the age of six that attend facilities being renovated; this provision can be satisfied by: sending the information by mail; hand-delivery; or posting informational signage. If information signage is utilized, it must: be posted where the signs can be seen; describe nature of work; identify locations and dates of renovation work; and be accompanied by a copy of the *Renovate Right* pamphlet (or alternatively provide information on how a parent or guardian can get a copy of the pamphlet at no cost).
5. Prepare paperwork at completion of each project (within 30 days of completion of work); the records must be kept for at least 3 years. At a minimum, this documentation includes the

following: inspection information (e.g., report or test kit information); records of information being posted and/or delivered; worker credentials; firm certification; statement about findings of the post renovation cleaning verification step; copy of dust sampling report (if applicable); and certification that proper work practices were used.

**Work Practice Standards under RRP:**

1. Demarcate work areas by posting warning signage.
2. Shut down HVAC equipment.
3. Isolate work areas (critical barriers over entries to work areas, windows, doors and ductwork).
4. Remove all moveable objects from work area.
5. Cover flooring and immovable objects within six feet of area undergoing renovation (or more if necessary to contain dust/debris) with polyethylene film sealed with tape. Sealed vertical containment systems may be used to reduce the size of the work area.
6. For exterior work, close all doors and windows within 20 feet of work on the same floor and all floors below and provide drop cloths extending at least ten feet from the edge of structure (tape down plastic drop cloths or other impermeable material) or more if necessary to contain dust/debris. Add vertical containment as necessary to prevent the spread of lead dust (e.g., for purpose of addressing windy conditions) or if the work is within ten feet of neighbor's property line. Covering of plants should be reviewed on a case by case basis. Unless cover is installed over the area, no work may be performed in the rain.
7. Mist painted surfaces prior to sanding, scraping, drilling and cutting.
8. Score paint before separating components.
9. Properly dispose of debris. Waste must be sealed in bags or plastic sheeting.
10. Pick up all paint chips and debris from drop cloths and mist drop cloths before removing them.
11. Thoroughly clean work area and area within two feet of work area (including walls, objects, floors, materials, equipment, etc.) using wet methods or HEPA-equipped vacuums. Wet methods include utilization of two bucket wash system (rinse and wash). Cleaning should start at top of work area and work down. Ensure personnel, tools, waste etc. are free of visible dust before leaving work area.
12. Under OSHA regulations, personal protective equipment should include: eye protection; clothing; and respirator.
13. Under OSHA regulations, use hand washing stations or, for dusty areas, decontamination structures (showers).
14. Prohibit the following work activities: open-flame burning or torching; high speed operation equipment used to remove LBP without HEPA exhaust control; and use of heat gun exceeding 1,100 degrees F.
15. Clearance minimum requirements:
  - a. Exterior work - visual inspection.
  - b. Interior work - visual inspection and cleaning verification process.
    - 1) Wiping of hard floors, countertops and window sills separately with a wet cleaning cloth (one cloth for each 40 square foot section of floor). Carpeting does not get wiped but must be cleaned with a HEPA-equipped vacuum which has a beater bar. Uncarpeted floors must be wiped using an application device with a long handle and a head to which the cloth is attached.
    - 2) Reclean any area where the wet cleaning cloth does not match the cleaning verification card, then redo step one.
    - 3) If the second cloth does not match the cleaning verification card, the area needs to be wiped one more time using a dry cleaning cloth after waiting at least one hour or until the surface has dried completely, whichever is longer.

*Note that this document has been prepared for guidance purposes only. Although Gandee & Associates, Inc. strives to provide accurate, complete and useful information, this document is not intended to cover all regulatory issues, interpretations or requirements applicable to the subject. Neither Gandee & Associates, Inc. nor any person contributing to the preparation of this document make any warranties, guaran tees, or representations (express or implied) with respect to usefulness or effectiveness of information disclosed in this document or assume any liability for the use of or for any damages arising from the use of information disclosed in this document. User should review applicable regulations prior to starting any work which will disturb lead-containing materials.*

# **ATTACHMENT B**

## **PROJECT FORMS**

(The word “Owner” on the following forms will be adjusted for each Contract condition prior to use.)

# Certificate of Substantial Completion

## State of Ohio Standard Forms and Documents

Project Name \_\_\_\_\_ Project / Contract No. \_\_\_\_\_  
Project Location \_\_\_\_\_ Contractor / CM / DB \_\_\_\_\_

**Project, Contract, or portion of the Project or Contract designated for Partial Occupancy and Use shall include:**

### Date of Substantial Completion

The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except warranties identified on a separate Certificate of Warranty Commencement.

\_\_\_\_\_  
Date of issuance

### CM Adviser's or Owner Agent's Certification (if applicable)

Work performed under this Project or portion designated above has been inspected and found, to the CM's or Owner Agent's best knowledge, information, and belief, to be Substantially Complete.

Name \_\_\_\_\_

\_\_\_\_\_  
Signature Date

### A/E's or Project Manager's Certification\*

Work performed under this Project or portion designated above has been inspected and found, to the A/E's or Project Manager's best knowledge, information, and belief, to be Substantially Complete.

Name \_\_\_\_\_

\_\_\_\_\_  
Signature Date

**Contractor's Acceptance** (includes the CM at Risk or Design-Builder as applicable) The Contractor will complete or correct the items on the attached list of Defective, incomplete, or unacceptable Work within 30 days from the date of Substantial Completion.

Name \_\_\_\_\_

\_\_\_\_\_  
Signature Date

### Owner's Acceptance

The Owner accepts the Project or portion designated above as Substantially Complete and will commence occupancy.

Name \_\_\_\_\_

\_\_\_\_\_  
Signature Date

### Contracting Authority's Acceptance

The Contracting Authority accepts the Project or portion designated above as Substantially Complete.

Name \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\* Contracting Authority's PM will certify and establish date of Substantial Completion for Design-Build projects. Attach A/E's or Contracting Authority's Punch List.

# Change Order Form

## State of Ohio Standard Forms and Documents

Project Name and Location \_\_\_\_\_

Contract Number \_\_\_\_\_

Contract Type \_\_\_\_\_

Modification No. \_\_\_\_\_

Contractor / CM / DB / ESCO Name \_\_\_\_\_

Description \_\_\_\_\_

Basis of Change Order

☐ Error / Omission

☐ Owner Request

☐ Code Directive

☐ Value Engineering

☐ Differing Site Condition

☐ Field Resolution

☐ Other \_\_\_\_\_

Funding Information

State Funds \_\_\_\_\_ \$0.00

Local Funds \_\_\_\_\_ \$0.00

Other Funds (LFI) \_\_\_\_\_ \$0.00

Adjustment of the Contract Times

Contract Days Changed \_\_\_\_\_ 0

Revised Completion Date \_\_\_\_\_

Adjustment to the Contract Sum

Change Order Amount \_\_\_\_\_ \$0.00

Revised Contract Sum \_\_\_\_\_ \$0.00

**Description** (attach Change Order Summary and Detail forms and additional pages as necessary)

**Justification** (attach additional pages as necessary)

This Change Order provides full and complete satisfaction for all adjustments of the Contract Sum, Contract Times, or both, for the described changes and shall not serve as the basis for a cumulative impact Claim.

**Architect/Engineer / Criteria A/E Recommendation**

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**CM Adviser / Owner Agent Recommendation (if any)**

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Contractor / CM at Risk / Design-Builder / ESCO Approval**

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Owner 1 Acceptance**

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Owner 2 Acceptance (if applicable)**

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Contracting Authority Approval**

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**CONSENT OF SURETY  
TO FINAL PAYMENT**

To (Owner):

Contract for:

Project:

(name & address)

Engineer's Project No.: GA

Contract Date:

In accordance with provisions of Agreement between Owner and Contractor for Project referenced above, the  
(*insert name of Surety*)

, SURETY COMPANY,

on bond of (*insert name and address of Contractor*)

, CONTRACTOR,

Hereby approves of final payment to Contractor, and agrees that final payment to Contractor shall not relieve  
Surety of any of its obligations to (*insert name and address of Owner*)

, OWNER,

as set forth in said Surety Company's bond.

IN WITNESS WHEREOF, Surety has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
Surety Company Name

Attest:

\_\_\_\_\_  
Signature of Authorized Representative

(Seal):

\_\_\_\_\_  
Printed Name and Title



**CONTRACTOR'S AFFIDAVIT  
OF  
PAYMENT OF DEBTS AND CLAIMS**

To (Owner):

Contract for:

Project:

(name & address)

Engineer's Project No. : GA

Contract Date:

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The undersigned being first duly sworn, pursuant to Article 15 of Standard General Conditions of the Construction Contract, EJCDC Document C-700, hereby certifies that, except as listed below, Contractor has paid in full or has otherwise satisfied all obligations to all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of Contract referenced above for which Owner or its property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by Owner, Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

- ☐ 1. Whenever Surety is involved, Consent of Surety to Final Payment.

CONTRACTOR:

Address: \_\_\_\_\_

The following supporting documents should be attached hereto if required by the Owner:

- ☐ 1. Contractor's Waiver of Liens, conditional upon receipt of final payment.
- ☐ 2. Separate Waiver of Liens from Sub-contractors and material and equipment suppliers, to the extent required by Owner, accompanied by a list thereof.
- ☐ 3. Contractor's Affidavit of Release of Liens.

By: \_\_\_\_\_

Subscribed and sworn to before me on:

Notary Public: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT  
OF  
WAIVER OF LIENS**

To (Owner):

Contract for:

Project:

(name & address)

Engineer's Project No.: GA

Contract Date:

State of: \_\_\_\_\_ County of: \_\_\_\_\_

The undersigned being first duly sworn, pursuant to Article 15 of Standard General Conditions of the Construction Contract, EJCDC Document C-700, hereby certifies that to the best of its knowledge, information and belief, except as listed below, Waivers of Lien attached hereto include Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by Owner, Contractor shall furnish bond satisfactory to the Owner for each exception. If necessary, this list may continue on a separate page.)

NAME	ADDRESS	TRADE/SUPPLIER	AMOUNT DUE OR TO BECOME DUE

The undersigned further states they have not employed or purchased or procured machinery, materials, or fuel from or subcontracted with any person firm or corporation, other than those above mentioned, and owes for no labor performed, or machinery, materials, or fuel furnished, under said contracts, other than above set forth.

SUPPORTING DOCUMENTS ATTACHED:

CONTRACTOR:

[ ] 1. Contractor's Waiver of Liens, conditional upon receipt of final payment.

Address: \_\_\_\_\_

[ ] 2. Additional Contractor's listing of all Sub-contractors and material and equipment suppliers with address, trade or material/equipment supplied and any amount due or to become due.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Subscribed and sworn to before me on:

\_\_\_\_\_

[ ] 3. Separate Waiver of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

Notary Public: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**Contractor's Application for Payment**

<b>Owner:</b> _____ <b>Engineer:</b> _____ <b>Contractor:</b> _____ <b>Project:</b> _____ <b>Contract:</b> _____	<b>Owner's Project No.:</b> _____ <b>Engineer's Project No.:</b> _____ <b>Contractor's Project No.:</b> _____
<b>Application No.:</b> _____ <b>Application Date:</b> _____	
<b>Application Period:</b> From _____ to _____	

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. _____ X \$ _____ Work Completed	\$	-
b. _____ X \$ _____ Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
<b>8. Amount due this application</b>	<b>\$</b>	<b>-</b>
9. Balance to finish, including retainage (Line 3 - Line 6)	\$	-

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

<b>Contractor:</b> _____	
<b>Signature:</b> _____	<b>Date:</b> _____

<b>Recommended by Engineer</b>  <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____	<b>Approved by Owner</b>  <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____
<b>Approved by Funding Agency</b>  <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____	<b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____

### Progress Estimate - Lump Sum Work

### Contractor's Application for Payment

Owner:		Owner's Project No.:	
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:			
Contract:			

**Application No.:** \_\_\_\_\_ **Application Period:** From \_\_\_\_\_ to \_\_\_\_\_ **Application Date:** \_\_\_\_\_

A	B	C	D	E	F	G	H	I
			Work Completed					
			(D + E) From Previous Application (\$)	This Period (\$)				
Item No.	Description	Scheduled Value (\$)						
Original Contract								
			-			-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
Original Contract Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

## Contractor's Application for Payment

<b>Application No.:</b> _____	<b>Application Period:</b>	<b>From</b> _____	<b>to</b> _____	<b>Application Date:</b> _____
-------------------------------	----------------------------	-------------------	-----------------	--------------------------------

Original Contract and Change Orders							
	Project Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**LEAD SAFE OHIO  
CONTRACTOR'S GUARANTEE**

Project No: 24-007-XX

Contractor: \_\_\_\_\_ License #: \_\_\_\_\_

Project Address: \_\_\_\_\_, Delaware, Ohio 43015

The undersigned being first duly sworn, hereby certified the following:

I/We, hereby guarantee all of the material and workmanship furnished and/or performed on above captioned property for a **period of one year** from date entered below.

This guarantee provides for the correction, without cost to County, Engineer, or Homeowner, of any and all defective material(s) furnished and/or labor performed by the Contractor, its employees or subcontractors.

Such corrections shall be coordinated directly between Contractor and Homeowner and responded to promptly, upon notification by Homeowner.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Party

\_\_\_\_\_  
(phone number)

\_\_\_\_\_  
Title

\_\_\_\_\_  
(email)

Subscribed and sworn to before me on  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

\_\_\_\_\_  
(Notary Seal)

## FIELD ORDER NO.: [Number of Field Order]

Owner:

Owner's Project No.:

Engineer:

Engineer's Project No.:

Contractor:

Contractor's Project No.:

Project:

Contract Name:

Date Issued:

Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

### Reference:

Specification Section(s):

Drawing(s) / Details (s):

### Description:

[Description of the change to the Work]

### Attachments:

[List documents supporting change]

### Issued by Engineer

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Ohio Department of Health  
**Lead Hazard Control Visual Clearance**

Clearance date		Page _____ of _____	
Name of Clearance Examiner		License number	
Name of property owner/manager		License expiration date	
Property address		Property owner/manager phone	
City	State	Zip	
Lead hazard control start date		Date/time final cleanup completed	
Name of Contractor, Project Designer, Lead Safe Renovator or Essential Maintenance worker		Telephone	
Address	City	State	Zip
<input type="checkbox"/> Passed Visual Clearance Examination <input type="checkbox"/> Failed Visual Clearance Examination <input type="checkbox"/> Repeat Visual Clearance Examination			

Room Identifier	List of building components to be treated and method of control in each room	Work on each component completed?		Visible paint chips seen?		Visible settled dust seen?		Additional work required?	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Exterior soil      ☐ Treated      ☐ Not treated (provide explanation if not treated)

If treated, is bare soil present?      ☐ Yes      ☐ No

Was contaminated soil removed?      ☐ Yes      ☐ No

Is additional soil treatment required?      ☐ Yes      ☐ No

Notes:

Clearance Examiner signature



## Pre-Renovation Education Documentation

### Owner/Occupant Confirmation

#### Pamphlet Receipt

- ☐ I have received a copy of the lead hazard information pamphlet, Renovate Right, informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

---

Printed Name of Owner/Occupant

---

Signature of Owner/Occupant

---

Signature Date

### Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to the Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not attainable, you may check the appropriate box below.

- ☐ **Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- ☐ **Unavailable for Signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant was unavailable to sign the confirmation receipt. I further certify that I have left a copy of the pamphlet at the unit as follows: (State where the pamphlet was left for placed for the occupant)
- 

---

Printed Name of Person Certifying Delivery

---

Signature of Person Certifying Delivery

---

Signature Date

---

Unit Address

Note Regarding Mailing Options: As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or occupant. The pamphlet must be mailed at least seven days before the renovation. Mailing must be documented by a certificate of mailing from the post office.

Do Not Write In This Space

Postmark	Date received	Notification number
----------	---------------	---------------------

## Ohio Department of Health • Lead Poisoning Prevention Program

### Prior Notification of Lead Abatement Projects

Carefully read all the instructions and questions prior to completing the notification form

- Each lead abatement contractor shall notify the department of health at least 10 calendar days prior to the commencement of a project as required by Chapter 3742 of the Ohio Revised Code and Chapter 3701-32 of the Ohio Administrative Code. If the on-line prior notification system is utilized the project notification period is reduced to no less than three days.
- Three day notifications utilizing the on-line system shall be submitted via access from the Ohio Department of Health webpage [www.odh.ohio.gov](http://www.odh.ohio.gov). Ten day written notifications shall be legibly completed and sent to the Ohio Department of Health, Division of Quality Assurance, Attn: Lead Poisoning Prevention Program, 3rd floor, 246 North High Street, Columbus, Ohio 43215. You may also e-mail the original notification to [lead@odh.ohio.gov](mailto:lead@odh.ohio.gov).
- Please complete all sections of the notification. The notification will be returned if any information is lacking. The appropriate waiting period will commence when all information requested is supplied.
- Type of notification: ☐ Original ☐ Cancellation ☐ Revision # \_\_\_\_\_ Revised section number(s) \_\_\_\_\_

Complete the following information. Please be accurate and specific when giving locations, names and dates.

5. Building owner name			
Address		City	State
			ZIP
Contact person		Telephone # ( )	

6. Licensed Lead Abatement Contractor			
License #		Expiration date	E-mail address
Employer		Telephone # ( )	
Employer street address		City	State
			ZIP
Name of Risk Assessor/Inspector who performed testing, if applicable		License #	

#### Project Information

7. Building type (check one)			County
<input type="checkbox"/> Single family residential	<input type="checkbox"/> Multi-family residential	<input type="checkbox"/> Child Care Facility	<input type="checkbox"/> School
Address		City	State
			ZIP
Site location (Include brief directions)			

#### Project Description

8. Types of abatement					
<input type="checkbox"/> Interior work	<input type="checkbox"/> Exterior work	<input type="checkbox"/> Component replacement	<input type="checkbox"/> Enclosure	<input type="checkbox"/> Encapsulation	<input type="checkbox"/> Dust abatement
<input type="checkbox"/> Paint removal	<input type="checkbox"/> Soil	<input type="checkbox"/> Other (specify) _____			

#### Abatement dates

9. Start date		Completion date
Hours of operation		
<input type="checkbox"/> _____ am to _____ pm <input type="checkbox"/> _____ pm to _____ am		
Days of operation		
<input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday		
Comments		

10. Signature of person filing this notification	Date
--	------

## Project Recordkeeping Checklist

Firm Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Project Description: \_\_\_\_\_

☐ Affidavit(s) of owner and/or occupants receiving Renovate Right is included.

Name of Certified Renovator: \_\_\_\_\_ ☐ Certificate Included.

Names of workers who received OJT assigned to this project: ☐ Training documents on file.

\_\_\_\_\_  
\_\_\_\_\_

☐ Paint tested for lead and documentation of testing is included.

☐ Test documentation was provided to the owner within 30 days of project completion.

☐ Warning signs were posted at work area entrances.

☐ Work area was contained to prevent spread of dust and debris:

☐ Interior work:

☐ All objects within the work area were removed or covered.

☐ HVAC ducts in the work area were closed and covered.

☐ Windows in the work area were closed.

☐ Doors in the work area were closed and sealed.

☐ Doors in the work area used for passage properly sealed.

☐ Floors within six feet of the work covered with plastic and taped.

☐ Vertical containment used.

☐ Exterior work:

☐ Windows in and within 20 feet of the work area closed.

☐ Doors in and within and within 20 feet of the work area closed and sealed.

☐ Ground within ten feet of the work covered with plastic and anchored.

☐ Barrier tape used to demarcate the work area (20 feet from the work if possible).

☐ Vertical containment used.

- ☐ Waste contained on-site and while being transported off site.
- ☐ Work area properly cleaned after renovation.
  - ☐ All paint chips and debris collected.
  - ☐ Protective sheeting missed, folded dirty side inward, and taped for removal.
  - ☐ Interior surfaces and objects cleaned using HEPA vacuum and/or wet cleaned.
- ☐ Certified Renovator assigned to this job performed post-renovation cleaning verification.
  - ☐ Describe results including number of wet and dry cloths used:

---

---

- ☐ Dust wipes used to clear the work area:
  - ☐ Clearance report and certification of individual performing clearance included.
  - ☐ A copy of the dust sampling report was provided to the owner within 30 days of project completion.
- ☐ I certify that the above information is true and complete.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Project start and completion dates: \_\_\_\_\_

Notes:

# Subcontractor & Material Supplier Declaration

## State of Ohio Standard Forms and Documents

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The intent of this form is to confirm the companies submitted have been reviewed, appear to be Responsible, and are proposing to provide the services/material goods listed in compliance with the Contract Documents. If the Project is administered using OAKS CI, use the OAKS CI "Subcontractor Supplier Declaration" business process in lieu of this paper form.

### Instructions

#### 1. Contracting Authority Initial Responsibilities:

- A. Complete Contractor Information section at top of the form.
- B. Complete Project Information section at top of the form.
- C. Issue to the Contractor via e-mail as an attachment.

#### 2. Contractor Responsibilities:

- A. Use the form provided by the Contracting Authority as a master for the project. Creation of additional pages electronically or by photocopying is permitted.
- B. Complete all required information for each Subcontractor and Material Supplier. (Attach additional sheets as necessary.) Lower tier Subcontractors who may provide on site labor must be identified as Subcontractors.
- C. Check company type as a Subcontractor or Material Supplier.
- D. Enter company name, address, phone number, fax number, federal tax I.D. number and e-mail address.
- E. Indicate the primary company officer (e.g., President, Owner) and contact person.
- F. Enter the date and amount of subcontracts and purchase orders.
- G. Enter a brief description of the type of work to be performed by the Subcontractor. Enter a brief description of the services/material brands being supplied by the company. Attach additional sheets as necessary with clear descriptions.
- H. Complete "DFSP Enrolled" section. Contractors, Subcontractors and Material Suppliers providing labor on a state construction project site must be enrolled in the BWC Drug-Free Safety Program (DFSP) or BWC-approved DFSP prior to performing work on the site. Submit supporting documentation demonstrating approval status for a BWC-approved DFSP.
- I. Enter the DFSP policy number.
- J. Complete "EDGE Status" section. See the EDGE Web site for any questions at [www.EDGE.ohio.gov](http://www.EDGE.ohio.gov):
  - Certified = EDGE-certified by Equal Opportunity Division (EOD).
  - Pending = EDGE application submitted to EOD and waiting for response.
  - Mentor = Special category of participation within the EDGE program.
  - Protégé = Special category of participation within the EDGE program.
- K. Certify form by signing in the space provided and e-mail or fax to the A/E, Contracting Authority, and Construction Manager (CM) if applicable, for review.

#### 3. A/E Review:

- A. Review form in collaboration with CM if applicable, and the Contracting Authority.
- B. When consensus is reached, sign in the space provided and e-mail or fax the form to the Contracting Authority or CM if applicable.

#### 4. CM Review, if applicable:

- A. Review form in collaboration with the A/E and the Contracting Authority.
- B. When consensus is reached, receive the form from the A/E, sign in the space provided, and e-mail or fax the form to the Contracting Authority.
- C. The CM must sign the same form the A/E has signed.

#### 5. Contracting Authority Approval:

- A. Verify DFSP enrollment, including supporting documentation, if applicable.
- B. Verify current EDGE-certified status using the EOD Web site.
- C. Complete "For Cont. Auth. Use Only" section in the order indicated below
  - 1. Determine status of companies listed on each sheet received.
    - a. When one or more companies require "Extended Review": mark company status for each, and then go to C2.
    - b. When one or more companies are rejected: mark company status for each, and then go to C3.
    - c. When all companies are approved: mark company status for each, and then go to C4.
  - 2. Forward a copy of the annotated form to the Contractor as its notice of the Extended Review; then, proceed to perform and complete the Extended Review. When completed, mark form as appropriate, and process per C1b or C1c.
  - 3. Prepare written documentation of basis for rejection and insert it into the project file, and if appropriate, insert a copy into the "responsibility review file" for the particular company; and then go to C4.
  - 4. Forward a copy of the annotated form to the A/E, Contractor, and CM if applicable. Insert the original form into the "Project file."

# Subcontractor & Material Supplier Declaration

## State of Ohio Standard Forms and Documents

### Contractor Information

Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Type of Contract \_\_\_\_\_

### Project Information

Contract No. \_\_\_\_\_  
 Project Name \_\_\_\_\_  
 Project Location \_\_\_\_\_

Sheet<sup>1</sup> \_\_\_\_\_ of \_\_\_\_\_

	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Material Supplier (check one)	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Material Supplier (check one)	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Material Supplier (check one)
Company Name			
Street Address			
City/State/Zip			
Telephone No.			
Fax No.			
Federal Tax I.D. No.			
E-mail Address			
Primary Officer			
Contact Person			
Subcontract/P.O. Date			
Subcontract/P.O. Amount \$			
Services/Material Brands <sup>1</sup>			
Skilled Trade License No.			
DFSP Enrolled	<input type="checkbox"/> Yes <input type="checkbox"/> No (when supplying labor on site)	<input type="checkbox"/> Yes <input type="checkbox"/> No (when supplying labor on site)	<input type="checkbox"/> Yes <input type="checkbox"/> No (when supplying labor on site)
DFSP Policy No.			
EDGE Status <sup>2</sup>	<input type="checkbox"/> Certified <input type="checkbox"/> Pending <input type="checkbox"/> Mentor <input type="checkbox"/> Protégé	<input type="checkbox"/> Certified <input type="checkbox"/> Pending <input type="checkbox"/> Mentor <input type="checkbox"/> Protégé	<input type="checkbox"/> Certified <input type="checkbox"/> Pending <input type="checkbox"/> Mentor <input type="checkbox"/> Protégé
For Cont. Auth. Use Only	<input type="checkbox"/> Approved <input type="checkbox"/> Extended Review <input type="checkbox"/> Rejected	<input type="checkbox"/> Approved <input type="checkbox"/> Extended Review <input type="checkbox"/> Rejected	<input type="checkbox"/> Approved <input type="checkbox"/> Extended Review <input type="checkbox"/> Rejected

### Contractor Certification

Contractor certifies that the information above is true and complete.

### A/E Review

A/E has reviewed the information above and finds it in compliance with the Contract Documents as shown or as noted.

### Construction Manager Review

CM has reviewed the information above and finds it in compliance with the Contract Documents as shown or as noted.

### Contracting Authority Approval

Subcontractors and Material Suppliers are accepted, as shown or as noted, for use on this project subject to revocation for cause.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

# Subcontractor & Material Supplier Declaration

## State of Ohio Standard Forms and Documents

### Contractor Information

Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Type of Contract \_\_\_\_\_

### Project Information

Contract No. \_\_\_\_\_  
**Project Name** \_\_\_\_\_  
 Project Location \_\_\_\_\_

Sheet<sup>1</sup> \_\_\_\_\_ of \_\_\_\_\_

	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Material Supplier (check one)	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Material Supplier (check one)	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Material Supplier (check one)
Company Name			
Street Address			
City/State/Zip			
Telephone No.			
Fax No.			
Federal Tax I.D. No.			
E-mail Address			
Primary Officer			
Contact Person			
Subcontract/P.O. Date			
Subcontract/P.O. Amount \$			
Services/Material Brands <sup>1</sup>			
Skilled Trade License No.			
DFSP Enrolled	<input type="checkbox"/> Yes <input type="checkbox"/> No (when supplying labor on site)	<input type="checkbox"/> Yes <input type="checkbox"/> No (when supplying labor on site)	<input type="checkbox"/> Yes <input type="checkbox"/> No (when supplying labor on site)
DFSP Policy No.			
EDGE Status <sup>2</sup>	<input type="checkbox"/> Certified <input type="checkbox"/> Pending <input type="checkbox"/> Mentor <input type="checkbox"/> Protégé	<input type="checkbox"/> Certified <input type="checkbox"/> Pending <input type="checkbox"/> Mentor <input type="checkbox"/> Protégé	<input type="checkbox"/> Certified <input type="checkbox"/> Pending <input type="checkbox"/> Mentor <input type="checkbox"/> Protégé
For Cont. Auth. Use Only	<input type="checkbox"/> Approved <input type="checkbox"/> Extended Review <input type="checkbox"/> Rejected	<input type="checkbox"/> Approved <input type="checkbox"/> Extended Review <input type="checkbox"/> Rejected	<input type="checkbox"/> Approved <input type="checkbox"/> Extended Review <input type="checkbox"/> Rejected

### Contractor Certification

Contractor certifies that the information above is true and complete.

### A/E Review

A/E has reviewed the information above and finds it in compliance with the Contract Documents as shown or as noted.

### Construction Manager Review

CM has reviewed the information above and finds it in compliance with the Contract Documents as shown or as noted.

### Contracting Authority Approval

Subcontractors and Material Suppliers are accepted, as shown or as noted, for use on this project subject to revocation for cause.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Change Directive

## State of Ohio Standard Forms and Documents

Contractor Name \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

City, State ZIP \_\_\_\_\_

Change Directive No. \_\_\_\_\_  
 Contract Number \_\_\_\_\_  
 Project Name \_\_\_\_\_  
 Project Location \_\_\_\_\_

## Basis of Change Directive

- ☐ Error / Omission                      ☐ Differing Site Condition  
☐ Owner Request                         ☐ Field Resolution  
☐ Value Engineering                    ☐ \_\_\_\_\_

**Adjustment to Contract Sum** (indicate if zero cost)

Add: \$ \_\_\_\_\_ Deduct: \$ \_\_\_\_\_

### Adjustment to Contract Time

☐ No Change      \_\_\_\_\_ Days Added      \_\_\_\_\_ Days Deducted

**Cost Basis** (check all that apply)

- ☐ Time & Material Not to Exceed      ☐ Fixed Price
- ☐ Allowance (described below)      ☐ Unit Price

**Your company is authorized and directed to proceed with the following (attach additional sheets if needed):**

### Justification

Special Notice: This Change Directive identifies satisfaction of all compensation and time adjustments related to this change in the Work.

**Architect/Engineer / Criteria A/E Recommendation**

Name \_\_\_\_\_

Signature	Date
-----------	------

### Owner Acceptance

Name \_\_\_\_\_

Signature	Date
-----------	------

**CM Adviser / Owner Agent Recommendation (if any)**

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Project Manager Recommendation

Name \_\_\_\_\_

Signature	Date
-----------	------

## Contractor Concurrency

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Contracting Authority Approval

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



**LEAD HAZARD ABATEMENT WORK  
WORKER QUALIFICATION FORM**

**PROJECT:** \_\_\_\_\_ **PROJECT NO.:** GA\_\_\_\_\_

**CONTRACTOR:**

Name: \_\_\_\_\_

**EMPLOYEE:**

Name: \_\_\_\_\_

Worker Classification:      ☐ Superintendent                      ☐ Abatement Worker  
   ☐ Other (describe)\_\_\_\_\_

**REMARKS:** \_\_\_\_\_  
\_\_\_\_\_

**Training (copies of training certificates must be attached to this Form):**

**Lead-Related Training Programs Attended**

_____	Date _____
_____	Date _____

**Lead-Related Work Experience**

_____	Date _____
_____	Date _____

Have you ever worked with lead-containing paint or other lead materials?                      Yes ☐ No ☐

Have you ever been diagnosed as having a lead-related illness?                      Yes ☐ No ☐

**RESPIRATORY PROTECTION SUBMITTALS (Copies of physician's written opinion that employee is medically fit to wear half-mask air-purifying respirator (APR) and documentation indicating that employee has been fit-tested for APR within last twelve months must be attached to this Form):**

☐ Physician written opinion allowing use of respirators; physical expiration date:\_\_\_\_\_

☐ Fit-Test Information; half-mask APR fit-test expiration date: \_\_\_\_\_

(Form continues on reverse)

This project involves stripping, removal and disposal of lead. Lead is considered a health hazard. I (the Employee) am familiar with all applicable OSHA and EPA regulations concerning the stripping, removal and disposal of lead-containing materials. I have received adequate instruction in worker protection against lead. I certify that I have received an examination by a physician as required by 29 CFR 1910.134 (OSHA Respiratory Protection) and 29 CFR 1926.62 (OSHA Lead Standard), that I received examination within past year, and that examining physician has put no limitations on use of respirators and not detected any medical condition that would cause an increased risk of material health impairment from exposure to lead. Further, I give permission to my employer to provide examining physician's written opinion on results of examination to County, Homeowner, or Engineer including biological monitoring in the form of blood sampling to the Engineer. Additionally, I give permission to my employer to provide a copy of fit test records provided as required by 29 CFR 1910.134 (OSHA Respiratory Protection) to County, Homeowner, and Engineer.

I agree to hold harmless County, Homeowner, Engineer, and representatives of County, Homeowner, and Engineer for injury received as a result of exposure to lead. This is not a release or offer of indemnification in respect to claims arising from Workers Compensation Laws.

I acknowledge that Engineer and Engineer's representatives cannot provide supervision of Work. Further, I acknowledge that Engineer and Engineer's representatives cannot advise on, issue directions regarding, or assume control over any aspect of the means, methods, techniques, sequences, procedures, or safety precautions in connection with the Work.

I acknowledge that statements on this form are true, and certify that my statements and answers are true.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Employee Signature

Birth Date: \_\_\_\_\_

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I (Agent of Contractor) certify that employee represented on this form has received an examination by a physician as required by 29 CFR 1910.134 (OSHA Respiratory Protection), and CFR 1926.62 (OSHA Lead Standard), has received this examination within past year, and that examining physician has put no limitations on use of respirators and not detected any medical condition that would cause an increased risk of material health impairment from exposure to lead. Further, I agree to provide examining physician's written opinion on results of examination to County, Homeowner, and Engineer. Additionally, I certify that this employee has received proper respirator fit tests as required by 29 CFR 1910.134 (OSHA Respiratory Protection) and agree to provide a copy of fit test records to County, Homeowner, and Engineer. I also certify that Employee can either read English or had this document read to Employee in a language that Employee understands prior to this document being executed.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor Agent Signature

**WORK WITH LEAD PER  
RENOVATION, REPAIR, AND PAINTING PROGRAM, FINAL RULE  
WORKER QUALIFICATION FORM**

**PROJECT:** \_\_\_\_\_ **PROJECT NO.:** GA \_\_\_\_\_

**CONTRACTOR:**

Name: \_\_\_\_\_

**EMPLOYEE:**

Name: \_\_\_\_\_

Worker Classification:      ☐ Superintendent                      ☐ Abatement Worker  
   ☐ Other (describe) \_\_\_\_\_

**REMARKS:** \_\_\_\_\_  
\_\_\_\_\_

**Training (copies of training certificates must be attached to this Form):**

**Lead-Related Training Programs Attended**

\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

**Lead-Related Work Experience**

\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

Have you ever worked with lead-containing paint or other lead materials?                      Yes ☐ No ☐

Have you ever been diagnosed as having a lead-related illness?                      Yes ☐ No ☐

**RESPIRATORY PROTECTION SUBMITTALS (Copies of physician's written opinion that employee is medically fit to wear half-mask air-purifying respirator (APR) and documentation indicating that employee has been fit-tested for APR within last twelve months must be to this Form):**

☐ Physician written opinion allowing use of respirators; physical expiration date: \_\_\_\_\_

☐ Fit-Test Information; half-mask APR fit-test expiration date: \_\_\_\_\_

(Form continues on reverse)

This project involves stripping, removal and disposal of lead. Lead is considered a health hazard. I (the Employee) am familiar with all applicable OSHA and EPA regulations concerning the stripping, removal and disposal of lead-containing materials. I have received adequate instruction in worker protection against lead. I certify that I have received an examination by a physician as required by 29 CFR 1910.134 (OSHA Respiratory Protection) and 29 CFR 1926.62 (OSHA Lead Standard), that I received examination within past year, and that examining physician has put no limitations on use of respirators and not detected any medical condition that would cause an increased risk of material health impairment from exposure to lead. Further, I give permission to my employer to provide examining physician's written opinion on results of examination to County, Homeowner, or Engineer including biological monitoring in the form of blood sampling to the Engineer. Additionally, I give permission to my employer to provide a copy of fit test records provided as required by 29 CFR 1910.134 (OSHA Respiratory Protection) to County, Homeowner, and Engineer.

I agree to hold harmless County, Homeowner, Engineer, and representatives of County, Homeowner, and Engineer for injury received as a result of exposure to lead. This is not a release or offer of indemnification in respect to claims arising from Workers Compensation Laws.

I acknowledge that Engineer and Engineer's representatives cannot provide supervision of Work. Further, I acknowledge that Engineer and Engineer's representatives cannot advise on, issue directions regarding, or assume control over any aspect of the means, methods, techniques, sequences, procedures, or safety precautions in connection with the Work.

I acknowledge that statements on this form are true, and certify that my statements and answers are true.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Employee Signature

Birth Date: \_\_\_\_\_

---

I (Agent of Contractor) certify that employee represented on this form has received an examination by a physician as required by 29 CFR 1910.134 (OSHA Respiratory Protection), and CFR 1926.62 (OSHA Lead Standard), has received this examination within past year, and that examining physician has put no limitations on use of respirators and not detected any medical condition that would cause an increased risk of material health impairment from exposure to lead. Further, I agree to provide examining physician's written opinion on results of examination to County, Homeowner, and Engineer. Additionally, I certify that this employee has received proper respirator fit tests as required by 29 CFR 1910.134 (OSHA Respiratory Protection) and agree to provide a copy of fit test records to County, Homeowner, and Engineer. I also certify that Employee can either read English or had this document read to Employee in a language that Employee understands prior to this document being executed.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor Agent Signature

**LEAD SAFE OHIO**  
**2024-2026 TERM CONTRACT - DELAWARE COUNTY**  
**PROJECT NO. GA24-007**

**Work Order No.:** XX    ☒ **Authorization**

☐ **Reconciliation**

**Date:** XX-XX-2X

**Contractor:**    XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX

**County:**    Delaware County Commissioners  
91 North Sandusky Street  
Delaware, Ohio 43015

XXXXXXXX (000-000-0000)

Justin Nahvi (740-833-2106)

**Engineer:**    Gandee & Associates, Inc.  
5676 State Route 521, Suite A  
Delaware, Ohio 43015

**Site:**    XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX

\_\_\_\_\_ (614-942-6040)

**The Contractor is directed to perform the following work:**

**Start Date:**    XX-XX-2X

**Completion Date:**    XX-XX-2X

**Facility Age(s):**    \_\_\_\_\_

**Facility Use(s):**    \_\_\_\_\_

***Not valid until signed by County and Engineer.***

**PREPARED BY:**

**APPROVED:**

**APPROVED:**

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Engineer

County

Contractor

**Distribution:**    ☐ County  
                         ☐ Contractor  
                         ☐ Site Homeowner

☐ G&A Project Manager  
☐ G&A Design Prof.  
☐ Project File (GA24-007)