

CUYAHOGA COUNTY HOME WEATHERIZATION ASSISTANCE PROGRAM

WEATHERIZATION SERVICES AGREEMENT

THIS HOME WEATHERIZATION ASSISTANCE PROGRAM WEATHERIZATION SERVICES AGREEMENT (the "Agreement"), is made and entered into as of August 1, 2011 (the "Effective Date"), by and between CUYAHOGA, OHIO (the "County"), pursuant to the authority of Resolution R2011-0216, passed by Cuyahoga County Council on July 26, 2011, and SCHARTON ELECTRIC COMPANY, INC. (the "Contractor") for the WESTERLY I APARTMENTS located at 14300 Detroit Road, Lakewood, Ohio 44107 (the "Facility").

WITNESSETH:

WHEREAS, the County has operated the Home Weatherization Program since 1989 in accordance with rules established by the United States Department of Energy and the Ohio Department of Development (the "Program");

WHEREAS, the purpose of the Program is to provide energy conservation services to low-income households in Cuyahoga County;

WHEREAS, the Facility, as more fully described on Exhibit A, was constructed before modern energy efficiency standards had been established and a recent energy audit showed the need for energy conservation through installation of more efficient electric fixtures;

WHEREAS, the Facility is owned by Lakewood Senior Citizens, Inc. (the "Owner"), an Ohio non-for-profit corporation, and serves as housing for limited income seniors;

WHEREAS, Program funds for the services described herein were derived from the American Recovery and Reinvestment Act of 2009, and the County is empowered by said act to pay such funds to the Contractor for the purposes described herein;

WHEREAS, the Contractor possesses the relevant professional experience, competence and knowledge to render the services provided for in this Agreement, and desires to render such services to the County with respect to the Facility; and

WHEREAS, pursuant to §9.04 of the Ohio Revised Code, the Contractor has represented and the County has determined that the Contractor has no unresolved findings for recovery against it.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Contractor agree as follows:

Article I – Definitions

1.1 Definitions. Capitalized terms used in this Agreement shall have the meanings as set forth in this Article I unless a different meaning is specifically provided or the context requires otherwise:

“Architect” means Creative Housing Solutions, Inc., 935 Lenox Place, Cincinnati, Ohio 45229-1948; Attn.: Edward Wright.

“Business Day” means a day of the year on which banks in the United States are not required or authorized to be closed for business; any reference to “day” or “days” shall mean a Business Day unless otherwise indicated. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day

“Specifications” means the Project Manual, drawings, and specifications, including all addenda thereto, prepared by Architect on behalf of the County and attached hereto as Exhibit B. The County is a joint owner of the Specifications, along with Architect. Architect has granted the County an irrevocable, royalty-free license to use the copyright and other intellectual property rights relating to the Specifications (and the design concepts contained therein).

“Work” means, without limitation, all remediation, demolition, construction, and installation required by the Specifications.

1.2 Context. As the context of this Agreement may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine or neuter genders shall include each other. Wherever the word “including” or any variation thereof is used herein, it shall mean “including, without limitation,” and shall be construed as a term of illustration, not a term of limitation. Wherever the word “or” is used herein, it shall mean “and/or”. The words “herein,” “hereof,” “hereunder,” “hereby,” “this Agreement” and other similar references shall be construed to mean and include this Agreement and all amendments hereof and supplements hereto unless the context clearly indicates or requires otherwise.

End of Article I.

Article II – Term and Agreement

2.1 Term of Agreement. The term of this Agreement (the “Term”) shall commence on the Effective Date and end on November 30, 2011, unless earlier terminated by a party in accordance with Section Article VI, below. The Term may be extended by written agreement of the parties; any such extension shall be included in the meaning of Term as used herein.

2.2 Access to Facility. The parties acknowledge that the Owner has granted the County and the Contractor access to the Facility for purposes of performing the Work, in accordance with the license agreement attached hereto as Exhibit C (the “License Agreement”). Contractor acknowledges that access to the Facility is limited to the purposes described in the Specifications and License Agreement.

2.3 Work and Specifications.

2.3.1 Contractor shall perform the Work in accordance with the Specifications. In the event of a conflict between the Specifications and this Agreement, the more detailed, as determined by the County and the Architect, shall control.

2.3.2 Contractor shall commence the Work as soon as practicable after the Effective Date and complete the work during the Term. As soon as practicable after the Effective Date, Contractor shall prepare and submit for the County's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed the Term, shall be revised at appropriate intervals as required by the conditions of the Work, shall be related to the entire scope of Work to the extent required by the Specifications, and shall provide for expeditious and practicable execution of the Work. Contractor shall perform the Work in accordance with the most recent schedule submitted to the County and the Architect.

2.3.3 Contractor shall perform the Work in a good and workmanlike manner and in accordance with the Specifications, and warrants that the Work will conform to the requirements of the Specifications and will be free from defects. Work not conforming to the Specifications may, in the sole discretion of the County and/or Architect, be deemed defective. Contractor shall promptly correct any Work deemed defective.

2.3.4 Contractor shall identify, in writing, all subcontractors to the County and the Architect before any such subcontractor performs any portion of the Work. The County or the Architect, in either's reasonable discretion, may reject any such subcontractor within 10 days of receipt of such notice. In the event such rejection impacts Contractor's schedule for the performance of the Work, the schedule shall be modified as reasonably requested by Contractor.

2.3.5 Contractor hereby certifies that it has conducted a site visit at the Facility, is familiar with existing conditions at the Facility, and has taken field measurements as may be required by the Work. Contractor further certifies that it has reviewed the Specifications and shall immediately report to the Architect and the County any errors, inconsistencies, or omissions discovered by or made known to the Contractor. The parties acknowledge that Contractor is not a licensed design professional and that Contractor's review under this section is merely in its capacity as a contractor. The County shall, or shall cause the Owner to, furnish any necessary information, reports, and documents, within possession or control of the County or Owner, concerning the condition of the Facility, and make a representative available to the Contractor to provide any such information related to the Specifications as may be reasonably requested by the Contractor.

2.3.6 Contractor shall prepare, as necessary, shop drawings in compliance with the Specifications, and submit same to Architect for review and approval; Contractor shall review and submit to the Architect product data, samples, and other similar submittals required by the Specifications (the "Submittals"). The Submittals shall be in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. In making Submittals, Contractor represents to the County and the Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto; and (3) checked and coordinated the

information contained within the Submittals with the requirements of the Work and Specifications. The Work shall be in accordance with Submittals as approved by the Architect.

2.3.7 Contractor warrants to the County and Owner that materials and equipment furnished under the Agreement will be of good quality. Contractor's warranty under this section shall survive expiration of the Term for a period of 12 calendar months. Upon notice from the County or Architect, Contractor shall promptly correct any Work or replace any materials or equipment found to be defective during the Term and during said 12-month period. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

2.3.8 Contractor may make substitutions only with the written consent of the County, after evaluation by the Architect. Materials or equipment not conforming to the Specifications may, in the sole discretion of the County and/or Architect, be deemed defective. Contractor shall promptly replace any materials or equipment deemed defective.

2.3.9 Contractor shall supervise and direct the Work using Contractor's best skill and industry-standard construction practices for projects of similar size and scope. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Agreement unless otherwise set forth herein. Contractor shall be responsible to the County and the Owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its subcontractors. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations of the Work and shall clean its work area daily. At completion of the Work, Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.

2.3.10 Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out this Agreement. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall maintain labor peace on the Project. Contractor shall be responsible to the County and Owner for the acts and omissions of Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with Contractor.

2.3.11 Contractor, its subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Specifications solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Specifications. Contractor, its subcontractors, sub-subcontractors, and material or equipment suppliers may not use the Specification on other projects or for additions to the Facility outside the scope of the Work without the specific written consent of the County and the Architect.

2.3.12 Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities

and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

End of Article II.

Article III – Project Management

3.1 The Architect will administer the Agreement and will represent the County in relation to the Agreement during the Term. The Architect will have authority to act on behalf of the County only to the extent provided in the Agreement and Specifications, unless otherwise modified in writing in accordance with other provisions of the Agreement.

3.2 The Architect shall review and approve all Submittals and has authority to reject any Work deemed defective under Section 2.3, above. Contractor shall promptly correct any Work rejected by Architect.

3.3 Architect is authorized to revise the Specifications and order changes in the Work that do not result in additional compensation to Contractor and that do not extend the time of performance of the Work beyond the Term.

3.4 The Architect will review and certify for payment Contractor's payment applications, in accordance with Article IV.

End of Article III.

Article IV – Compensation, Payment, Retainage

4.1 Compensation. In consideration of the Work, County shall pay Contractor an amount not to exceed \$106,970.00 (the "Compensation").

4.2 Progress Payments. Contractor shall submit applications for payment to the Architect not more frequently than once each calendar month, no later than the fifth Business Day of the month. Each such application shall be for Work performed during the previous calendar month. Application for payment shall be on AIA forms G702 through G707 and shall include such additional information as required by Architect.

4.2.1 Each application for payment shall include affidavits and waivers of lien by Contractor and all subcontractors, materialmen and suppliers waiving its right to file a lien against the Facility or County funds for Work covered by the previous application for payment and attesting that Contractor has paid in full all wages for labor and all invoices for services that were included in the previous application for payment for which payment was made by Contracting Party. Furnishing of such affidavits and waivers of lien, in the form approved by the County of Architect, shall be a condition to payment.

4.2.2 Architect shall review such applications and, upon approval of the Work specified therein, certify same to the County for payment.

4.2.3 County shall make progress payments on account of the Compensation to Contractor, on applications certified by Architect, within 30 calendar days of receipt of such certified application from Architect.

4.2.4 Upon payment to Contractor, title to all Work described in the applicable application for payment shall pass to the Owner.

4.2.5 Payments may be withheld on account of (a) defective Work not remedied, (b) claims filed by third parties, (c) failure of Contractor to make payments properly to subcontractors or for labor, materials or equipment, (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Compensation, (e) damage to the County or Owner, (f) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or (g) failure to carry out the Work in accordance with the Specifications.

4.3 Completion, Final Payment.

4.3.1 When the County, Architect, and Contractor agree that the Work is substantially complete, a Certificate of Substantial Completion will be issued. If a certificate of occupancy is required by law in order for the Owner to lawfully occupy the Facility, then the Work shall not be deemed substantially complete unless and until such certificate of occupancy is issued.

4.3.2 Final payment shall not become due until Contractor has delivered to the County or Architect a complete release of all liens arising out of the Work or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the County to indemnify the County against such lien. If such lien remains unsatisfied after payments are made, Contractor shall refund to the County all money that the County may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

4.3.3 Acceptance of final payment by Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

4.4 Retainage. Five-percent (5.0%) of each certified application shall be withheld as retainage. Retainage shall be paid to Contractor within 30 calendar days of acceptance of the Work by the County.

End of Article IV.

Article V – Insurance, Indemnification, Performance Bond

5.1 Generally. Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County. The Contractor shall cause the commercial liability coverage required hereunder to include: (1) the County, the Owner, and the Architect as additional insureds for

claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's performance of the Work; and (2) the County and the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

5.2 Insurance Policies. Contractor shall purchase and maintain the following insurance policies, written for not less than the following limits, or greater if required by law:

(a) Workers' Compensation. Workers' compensation insurance meeting the statutory requirements of the State of Ohio.

(b) Comprehensive or Commercial General Liability (including Premises-Operation; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage).

Bodily Injury:	Each Occurrence	\$500,000
	Aggregate	\$1,000,000
Property Damage:	Each Occurrence	\$500,000
	Aggregate	\$1,000,000
General Liability:	Aggregate	\$2,000,000
Pollution Liability:	Each Occurrence	\$500,000
	Aggregate	\$1,000,000

(c) Business Automobile Liability Insurance (including owned, non-owned, and hired vehicles).

Bodily Injury:	Each Occurrence	\$100,000
	Aggregate	\$250,000
Property Damage:	Each Occurrence	\$500,000
	Aggregate	\$500,000

(d) Builder's Risk Insurance. Builder's risk (or inland marine) insurance for direct physical loss or damage resulting from an insured peril to the building, structures and other improvements comprising all or part of the Facility, including materials and equipment that are intended for incorporation into the Facility, whether located at the site, in storage, or in transit. The policy shall include coverage for physical loss or damage from fire and other perils as are included under an "all risk" or "special form" policy and shall include such endorsements as are commercially available and typically procured for construction projects of a scope and size similar to the project. Policy limits shall be equal to the replacement cost of the Facility, subject to sub-limits commercially and reasonably available in the Ohio insurance market. The County shall be a named insured on the policy as its interests may appear.

5.3 Indemnification. In addition to all other rights and remedies under this Agreement, Contractor shall indemnify, defend and hold harmless the County and the Owner from and against any and all losses, in contract or in tort, arising, directly or indirectly, from, out of or in connection with: (a) any material breach of any representation or any warranty made by

Contractor in this Agreement or in any other certificate or document delivered by Contractor to the County pursuant to this Agreement; (b) the negligence of Contractor or its subcontractors; and (c) any breach by Contractor of any covenant or obligation of Contractor in this Agreement. Notwithstanding the provisions of this Section 5.2, Contractor shall not be liable for any losses arising from or to the extent incurred in connection with any injury to or death of a person or any damage to property (including loss of use) to the extent caused by the negligence or willful misconduct of the County.

5.3.1 Notice. The County shall notify Contractor promptly after the receipt of notice of any action against the County by a third party in respect of which indemnification may be sought pursuant to this Section 5.2; provided that a delay in giving such notice shall not affect the liability of Contractor under this Agreement, except to the extent the failure materially and adversely affects the ability of Contractor to defend the Action.

5.3.2 Defense. If any such action shall be made or brought against the County, then Contractor shall assume the defense thereof unless the County determines, in its reasonable judgment, that there is a conflict between the interest of the Contractor and that of the County with respect to the action, in which case the County shall be represented by counsel of its selection and the cost thereof shall be paid for by Contractor. If Contractor assumes the defense of the County, then such defense shall be with counsel of Contractor's selection, reasonably acceptable to the County, provided that Contractor provides written notice to the County that Contractor will undertake such defense and will indemnify the County with respect to such action. In such circumstances, the County shall (a) cooperate with Contractor and provide Contractor with such information and assistance as Contractor shall reasonably request in connection with such action, and (b) have the right, at the County's expense, to participate and be represented by counsel of its choice with respect to such action. If Contractor assumes the defense of any action hereunder, then Contractor shall control the settlement of such action; provided, however, that Contractor shall not conclude any settlement or consent to the entry of any judgment that does not include an unconditional release of the County from all liability in connection with the claim or action without the prior written consent of the County.

5.3.3 Survival. The obligations of Contractor set forth in this Section 5.3 shall survive termination or expiration of the Agreement.

5.4 Performance Bond. Contractor shall furnish to the County a performance bond in the amount of \$106,970.00.

End of Article V.

Article VI – Dispute Resolution and Termination

6.1 Dispute Resolution. Any dispute between Contractor and the County arising out of or relating to this Agreement, except for disputes relating to right of either party to terminate this Agreement in accordance with this Article 6, shall be subject to mediation as an express condition precedent to the institution of any legal or equitable proceedings by either the Contractor or the County. The parties shall endeavor to resolve any such dispute through mediation conducted pursuant to the Construction Mediation Rules of the American Arbitration

Association currently in effect. Request for mediation shall be filed in writing with the other party and with the American Arbitration Association. The prevailing party shall be entitled to reimbursement of the mediator's fee and the filing fees paid by such party. In addition, all costs and expenses incurred by either party in connection with the mediation shall be borne and paid by the unsuccessful party. The mediation shall be held in the County of Cuyahoga (in a place selected by County), unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

6.2 Termination for Default. Either party may terminate this Agreement, in whole or in part, if the other has materially failed to fulfill its obligations and responsibilities hereunder, and such Party is unable to cure such failure within a reasonable period of time, not less than 10 Business Days nor more than 30 calendar days, or such longer period of time as may be specified in writing by the terminating party. Such termination shall be referred to as "Termination for Default".

6.2.1 If either party has materially failed to perform its obligations and responsibilities hereunder, the party seeking termination shall notify the defaulting party in writing of the failure and of the time period that has been established to cure such failure (the "Default Notice").

6.2.2 If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party (the "Termination Notice"), terminate this Contract, in full or in part, as of the date specified in the Termination Notice. Termination by the County will not result in any penalty to additional costs to the County; provided, however, that Contractor shall be paid for all Work completed on or prior to the date of the Termination Notice.

6.2.3 In lieu of a Termination Notice by the County due to Contractor's failure to complete the Work during the Term, the County may, in the County's sole discretion, accept, and Contractor agrees to pay, as liquidated damages, \$250.00 per calendar day beginning on the last date of the Term and continuing until the Work is completed, as determined by the Architect. The Parties agree that any harm to the County in the event of a breach of any provision of this Agreement by Contractor will be difficult to quantify, and that the amount set forth herein is reasonable and not intended as a penalty.

6.3 Termination for Convenience. The County may terminate this Agreement at any time for the County's convenience and without cause, upon 10 days notice to Contractor. Contractor shall be entitled to payment for any Work completed prior to such termination and approved by Architect.

6.4 Termination for Financial Instability. In the event that Contractor becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against Contractor of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Agreement.

End of Article VI.

Article VII – Miscellaneous Provisions

7.1 Federal Requirements. Contractor shall comply with the following, as applicable:

- (a) Title VI of the Civil Rights Act of 1964, (P.L. 88-352) and the HUD regulations under 24 CFR. Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Contractor, this assurance shall obligate the Contractor, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- (b) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
- (c) Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the States shall, on the grounds of race, color, national origin, or sex, be excluded from participating in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with ARRA HWAP funds. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to any otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.
- (d) Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal government or provided with Federal financial assistance.
- (e) Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government Contractors and recipients and under Federally assisted construction Contractors.

- (f) County of Cuyahoga's, Ohio Resolution Number 1895 dated July 4, 1975 et seq. adopting an expanded program for Equal Opportunity in all activities funded by or through the County of Cuyahoga, Ohio.
- (g) The National Affordable Housing Act of 1990 (P.L. 101-625) adds religion as a basis on which Contractors may not discriminate in the programs and activities funded under HWAP.
- (h) The Fair Housing Act (P.L. 90-284) requires that all programs and activities related to housing and community development are administered in a manner to affirmatively further the policies of the Act.
- (i) Section 3 of the Housing and Community Development Act of 1968
 - (A) The work to be performed under this Agreement is on a project assisted under a program providing direct Federal assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - (B) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - (C) Contractor will send to each labor organization or representative of workers with which he has collective bargaining agreement or other contract or understanding, of any, written notice advising the said labor organization or workers representative of this commitment under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (j) Labor Standards for Construction Activities.
 - (A) The Contractor shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contracts Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 USC 276a-278a-5; 40 USC 327 and 40 USC 276C) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Contractor shall maintain documentation which demonstrates compliance with hour and wage

requirements of this part. Such documentation shall be made available to the County when requesting reimbursement.

(B) Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all sub-contracts in excess of \$2,000.00 for construction, renovation or repair work and funded in whole or in part with federal funds shall comply with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 2, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provision meeting the requirements of this paragraph.

7.2 Other Requirements. Contractor shall comply with the following:

- (a) Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- (b) Audits and Inspections. At any time during normal business hours and as often as the County, HUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the County, HUD and/or representatives of the Comptroller General for examination all records of the Contractor with respect to all matters and the Contractor shall permit the County, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all Agreements, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters. In addition to the above-described inspections, the County may perform inspections of the program facilities and/or records at any time it deems desirable.
- (c) Conflict of Interest. No employee, agent, Contractor, officer or elected or appointed official of the County or Contractor who exercises or has exercised any functions or responsibilities with respect to the Work or any of the activities that are in any way connected with this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities or Work, may obtain a personal or financial interest or benefit from any such activity or Work, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds hereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- (d) Employment Discrimination Prohibited. During the performance of this Agreement, Contractor agrees as follows:

- (A) Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, handicap, ancestry or Vietnam-era or disabled veteran status.
- (B) Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, age, handicap, ancestry or Vietnam-era or disabled veteran status. as used herein, “treated” means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated.
- (C) Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the Contractor setting forth the provisions of this nondiscrimination clause.
- (D) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that the Contractor is an Equal Opportunity Employer.

(e) Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designated to support or defeat legislation pending before the Congress or any public body.

7.3 Representations and Warranties. Contractor represents and warrants that:

- (a) Contractor has obtained and shall maintain any and all licenses and permits required for the performance of the Work;
- (b) Contractor shall comply with all applicable laws in performing the Work, and shall comply with directives of governmental agencies and the County relating to safety, security, traffic or other like matters relating to the Facility.

7.4 Independent Contractor. Contractor is acting and shall perform the Work under this Agreement as an independent contractor.

7.4.1 Nothing contained in this Agreement or in the relationship between the County and the Contractor shall be deemed to constitute a partnership, joint venture, or any other relationship among them, and the Contractor's authority is strictly limited to performing the Work in accordance with the terms and conditions hereof. The Contractor shall have no authority to execute any contracts, subcontracts or agreements for or on behalf of the County, nor to assume or create any obligation or liability or make any representation, covenant, agreement or warranty, express or implied, for the County or the County's behalf, or to bind the County in any manner whatsoever, without, in each case, written consent, approval, or instructions having been given or provided by the County.

7.4.2 Contractor hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement

benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal officials; and Contractor also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

7.5 Protection of Persons and Property, Compliance with Laws.

7.5.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees on the Work and other persons who may be affected thereby; (b) the Work and materials and equipment to be incorporated therein; and (c) other property at the site or adjacent thereto.

7.5.2 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which Contractor is responsible under this Agreement.

7.6 Assignment, Transfer or Delegation. Neither this Agreement nor any of the rights, interests or obligations of Contractor hereunder may be assigned, transferred or delegated in whole or in part by the Contractor without the prior written consent of the County, which consent may be denied, withheld or granted in the sole discretion of the County.

7.7 Labor and Material. Contractor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment to Contractor in the execution of this Agreement, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.

7.8 Personal Property Taxes. The County of Cuyahoga shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the County, nor shall the County pay any insurance premiums for any coverage of any property not owned by the County. No conditions shall alter this statement.

7.9 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered or on the second business day after being deposited in United States registered or certified mail, postage prepaid, and addressed to:

the County at: Cuyahoga County Department of Development
Reserve Square
1701 East 12th Street, 1st Floor
Cleveland, Ohio 44114
Attention: Director

and

Cuyahoga County Executive
1219 Ontario Street – 4th Floor
Cleveland, Ohio 44113
Attention: Law Director

the Contractor at: Scharton Electric Company, Inc.
28730 Cannon Road
Solon, Ohio 44139
Attn: Elizabeth J. Scharton, CEO

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

7.10 Severability. If any section, provision in this Agreement or any portion thereof shall be invalid or unenforceable for any reason, such invalidity or lack of enforceability shall not affect the validity or enforceability of any other section, provision or portion thereof. To the extent an interpretation of a section, provision or a portion thereof can be made which will make it valid or enforceable, the Parties agree that the interpretation making it valid or enforceable should be chosen.

7.11 Survival of Terms. Termination or expiration of this Agreement for any reason shall not release either party from any liabilities or obligations set forth in this Agreement which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

7.12 Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

7.13 Entire Agreement; Amendments. The terms and conditions of this Agreement, including all Exhibits attached hereto, constitute the final written expression of the agreement between the parties and are a complete and exclusive statement of the terms and conditions of this Agreement and may not be amended except in a writing signed by the parties hereto. Any amendments or modifications to this Agreement and any consents, approvals or instructions

which may be required of the County under this Agreement may be given only by the County Executive or Director of Development.

7.14 Language. The language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party. This Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

7.15 Headings and Interpretation. The article and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

7.16 Governing Law. This Agreement shall be governed by the laws of the State of Ohio.

7.17 Force Majeure. The time for performance or observance of any of the covenants and agreements to be performed or observed by Contractor under this Agreement shall be extended for delays caused by Force Majeure. For the purposes hereof, the term Force Majeure shall mean and include: (i) delays in the performance of the work by reasons for regional strikes, lockouts, accidents, acts of God or other causes beyond the Contractor's reasonable control, (ii) the failure by the County or Owner to furnish necessary information required under this Agreement, (iii) the failure by the County or Architect to approve or disapprove the Contractor's Submittals or Work as and when required under this Agreement, (iv) delays resulting from late, slow or faulty performance by the County, other contractors or consultants of the County, or by government agencies whose performance of work is precedent to or concurrent with the performance of the Contractor's work under this Agreement.

7.18 Electronic Signature. The Parties agree to conduct this transaction by electronic means and agree that all documents requiring signatures by the County may be executed by electronic means, and that the electronic signatures affixed by the County to this Agreement shall have the same legal effect as if that signature was manually affixed to a paper version of this Agreement. The Parties also agree, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

7.19 Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

End of Article VII

(Balance of this page intentionally left blank; signatures follow.)

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of _____, 2011 which shall be deemed the effective date for all purposes of this Agreement.

CONTRACTOR:
**SCHARTON ELECTRIC
COMPANY, INC.**

By: Elizabeth Scharton
Elizabeth J. Scharton, CEO

COUNTY:
COUNTY OF CUYAHOGA, OHIO
a county and political subdivision of
the State of Ohio

By: Edward Fitzgerald
Edward Fitzgerald, County Executive

List of Exhibits

Exhibit A	Legal Description
Exhibit B	Specifications and Drawings
Exhibit C	Access License

WHEREAS, pursuant to the Department of Housing and Urban Development Act 5, U.S.C. 624, the project or program involved herein is under the jurisdiction of the Department of Housing and Urban Development, therefore, all reference to the Housing and Home Finance Agency and to officers of such Agency as used in the Original Mortgage mean the Department of Housing and Urban Development, and the term "Housing and Home Finance Administrator" means "Secretary of Housing and Urban Development."

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. The legal description of the property conveyed and mortgaged in the Original Mortgage is hereby reaffirmed and redescribed as follows:

"Situated in the CITY OF LAKWOOD, County of CUYAHOGA and State of OHIO and known as being part of Original Rockport Township Section No. 22, and bounded and described as follows:

Beginning on the Northerly line of Detroit Avenue (66 feet wide); at the Southwesterly corner of Sublot No. 85 in Mathews and Gilbert Subdivision No. 8 "Manor Park", as shown by the recorded plat in Volume 39 of Maps, Page 12 of Cuyahoga County Records; thence Northerly along the Westerly line of said Subdivision, 255.30 feet to an inner corner of Sublot No. 84 in said Subdivision; thence Westerly along a Southerly line of said sublot, 83.80 feet to the most Westerly line of the Mathews and Gilbert Subdivision No. 8 "Manor Park", as aforesaid; thence Northerly along the Westerly line of said Subdivision, 317.08 feet to the Southerly right of way of the New York Central and St. Louis Railroad; thence Westerly along said Southerly right of way, 271.54 feet to the Northeasterly corner of the 4th parcel of land conveyed to Central National Bank of Cleveland, by deed dated April 12, 1929, and recorded in Volume 3934, Page 160 of Cuyahoga County Records; thence Southerly along the Easterly line of said parcel so conveyed to Central National Bank of Cleveland, about 325.86 feet to the Northwesterly corner of a parcel of land conveyed to Lincoln Detroit Realty Company, by deed dated October 27, 1936, and recorded in Volume 4666, Page 577 of Cuyahoga County Records; thence Easterly along the Northerly line of said parcel so conveyed to Lincoln Detroit Realty Company, 86.17 feet to the Northeasterly corner of said parcel; thence Southerly along the Easterly line of said parcel so conveyed to Lincoln Detroit Realty Company and along the Easterly line of a parcel of land conveyed to Richard L. Merrick, by deed recorded in Volume 722, Page 209 of Cuyahoga County Records, 266.30 feet to the Northerly line of Detroit Avenue; thence Easterly along the Northerly line of Detroit Avenue, 269.78 feet to the place of beginning, be the same more or less, but subject to all legal highways."

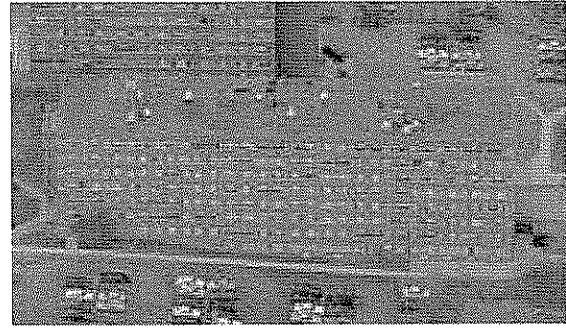
Project Manual:

RQ20209

**Cuyahoga County's
Home Weatherization Assistance Program
for the**

Westerly Apartments

14300 Detroit Avenue
Lakewood, Ohio 44107



Send Bids to:

**Office of Procurement & Diversity
1219 Ontario Street, Room 110
Cleveland, OH 44113
Phone: (216) 443-7241
Fax: (216) 443-7206
email: aphilmon@cuyahogacounty.us**

Bid Due Date: May 23, 2010

Send Bidding Questions to:

**Edward Wright, RA
Creative Housing Solutions, Inc.
935 Lenox Place Cincinnati, Ohio 45229-1948
ewright@chs-incorp.com
Phone: (800) 321-5270, ext 5 toll-free
Fax: (866) 339-0024 toll-free
www.chs-incorp.com**



CHS Job No. 1056
Project Manual Date: March 28, 2011

Division	Section	Title	Pages
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CONDITIONS OF CONTRACT

LEGAL NOTICE TO BIDDERS	1
FORM OF CONTRACT AND GENERAL CONDITIONS, AIA A107-2007	19
SUPPLEMENTAL GENERAL CONDITIONS	2

BIDDING DOCUMENTS

(THE FOLLOWING DOCUMENTS ARE REQUIRED FOR A COMPLETE BID)

FORM OF BID	4
NON-COLLUSIVE AFFIDAVIT	1
BID BOND	1
PERFORMANCE AND PAYMENT BOND	2
HOMELAND SECURITY FORM	3

DIVISION 1 - GENERAL REQUIREMENTS

01010	SUMMARY	3
01270	UNIT PRICES	2
01280	ALLOWANCES	2
01290	PAYMENT PROCEDURES	3
01500	TEMPORARY FACILITIES AND CONTROLS	3
01600	HAZARDOUS MATERIALS	1
01631	SUBSTITUTIONS	2
01700	EXECUTION REQUIREMENTS	4
01731	CUTTING AND PATCHING	3
01770	CLOSEOUT PROCEDURES	4
01781	PROJECT RECORD DOCUMENTS	3
01782	OPERATION AND MAINTENANCE DATA	4

DIVISION 2 - SITE CONSTRUCTION

NOT APPLICABLE

DIVISION 3 - CONCRETE

NOT APPLICABLE

DIVISION 4 - MASONRY

NOT APPLICABLE

DIVISION 5 - METALS

05520	ROOF EDGE PROTECTION SYSTEM	2
05521	NON-PENETRATING ROOFTOP SUPPORTS	2

DIVISION 6 - WOOD AND PLASTICS

NOT APPLICABLE

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07720	NON-PENETRATING ROOFTOP SUPPORTS	2
07841	THROUGH-PENETRATION FIRESTOP SYSTEMS	3

DIVISION 8 - DOORS AND WINDOWS

08520	ALUMINUM WINDOWS	6
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DIVISION 9 - FINISHES

09912	PAINTING (PROFESSIONAL LINE PRODUCTS)	3
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DIVISION 10 - SPECIALTIES

NOT APPLICABLE

DIVISION 11 - EQUIPMENT

NOT APPLICABLE

DIVISION 12 - FURNISHINGS

NOT APPLICABLE

DIVISION 13 - SPECIAL CONSTRUCTION

NOT APPLICABLE

DIVISION 14 - CONVEYING SYSTEMS

NOT APPLICABLE

DIVISION 15 - MECHANICAL

15050	MECHANICAL AND ELECTRICAL GENERAL PROVISIONS	15
15440	PLUMBING FIXTURES	3

DIVISION 16 - ELECTRICAL

16010	GENERAL ELECTRICAL PROVISIONS	1
16510	ELECTRICAL FIXTURES	1

DRAWINGS

A0	TITLE SHEET AND VICINITY MAP
A1	WINDOW REPLACEMENT
A2	WINDOW REPLACEMENT AND DETAILS
A3	LIGHTING AND PLUMBING FIXTURE REPLACEMENT
E1	BOILER REPLACEMENT BASEMENT PLAN
E2	BOILER REPLACEMENT ROOF PLAN
H1	BOILER REPLACEMENT DETAIL PLAN
H2	BOILER REPLACEMENT DETAIL PLAN
H3	BOILER REPLACEMENT DETAIL PLAN
H4	BOILER REPLACEMENT DETAIL PLAN
H5	ERV REPLACEMENT DETAIL PLAN
H6	ERV REPLACEMENT DETAIL PLAN
H7	ERV REPLACEMENT DETAIL PLAN

LEGAL NOTICE TO BIDDERS

Sealed proposals will be received for furnishing all labor, materials, and equipment necessary for the following project:

Project Name: Cuyahoga County's Home Weatherization Assistance Program for the Westerly Apartments

Estimated Cost: \$1,576,153.00

Bid Due Date: May 23, 2011 at 2 P.M., Local time

Requisition No. 20209

Project proposals shall be in accordance with the plans and specifications prepared by the Cuyahoga County Department of Development and on file at the Office of Procurement and Diversity of the Board of Cuyahoga County Commissioners, Room 110, 1219 Ontario Street, Cleveland, Ohio 44113.

Proposals must be deposited in the bid box in the Office of Procurement and Diversity, Room 110, County Administration Building, 1219 Ontario Street, Cleveland, Ohio 44113. Proposals will be accepted until two o'clock in the afternoon (2:00 P.M.) local time on the Bid Due Date at which time and place the proposals received will be publicly opened and read aloud. The clock located in the Office of Procurement and Diversity shall determine the official time.

Each bidder must submit evidence of its qualifications to be approved by the Ohio Energy Office, on the recommendation of the Cuyahoga County Department of Development, to provide the types of weatherization services it proposes to furnish. These qualifications include appropriate licensing, liability insurance, workers compensation coverage, and no debarment from federal contracting or unresolved State of Ohio audit findings. Final determination of approvability is made by the State of Ohio.

A pre-bid conference will be held on May 10, 2011, at 10:00 A.M., at the Management Office at Westerly Apartments, 14300 Detroit Ave. Lakewood, Ohio 44107.

To become a bidder of record, copies of the plans and specifications are to be obtained at the Office of Procurement and Diversity. The non-refundable cost to obtain (1) set of bidding documents is \$50.00.

Each bidder is required to furnish with its proposal a bid bond in the full amount (100%) of the bid, or a certified check or cashier's check in the amount of ten percent (10%) of the bid. The winning bidder will be required to furnish a performance bond in the full amount (100%) of its winning bid.

By submitting a bid the bidder agrees on behalf of the submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The bidder also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

The right is reserved to reject any or all bids by order of the Cuyahoga County Executive.

**LENORA M. LOCKETT, DIRECTOR
OFFICE OF PROCUREMENT AND DIVERSITY**

Publish in: Cleveland Plain Dealer

Date: April 25, 2011

Also posted on Cuyahoga County Website: www.opd.cuyahogacounty.us

DRAFT AIA® Document A107™ - 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AGREEMENT made as of the «» day of «» in the year «»
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

For the purposes of this document the "Owner" will be the:
Cuyahoga County
Office of Procurement & Diversity
1219 Ontario Street, Room 110
Cleveland, OH 44113
Phone: (216) 443-7241
Fax: (216) 443-7206

or as modified by the Cuyahoga County prior to award
«»

and the Contractor:

(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

RO#20209 - Cuyahoga County's
Home Weatherization Assistance Program for the
Westerly Apartments
14300 Detroit Avenue
Lakewood, Ohio 44107

The Architect:

(Name, legal status, address and other information)

«Creative Housing Solutions, Inc.»
«935 Lenox Place
Cincinnati, Ohio 45229»
«Telephone Number: 513.961.4400»
«Fax Number: 866.339.0024»

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE & BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~()~~ ~~()~~ days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

«The Contractor shall achieve Substantial Completion:

BID PACKAGE #1 - Window Replacement and Insulation
BID PACKAGE #2 - Heating and Ventilation Systems:
BID PACKAGE #3 - Lighting Fixture Replacement:
BID PACKAGE #4 - Plumbing Fixture Replacement:
BID PACKAGE #5 - Combined Bid - Complete Scope:

- Wednesday, 11/30/2011

- Monday, 10/17/2011

- Monday, 10/17/2011

- Monday, 10/17/2011

- Work associated with

Bid Package #1 is due 11/30/11

Bid Package #2,3,4 are due 11/30/11

»

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« \$250 per calendar day liquidated damages for failure to achieve Substantial Completion on time»

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

[«X»] Stipulated Sum, in accordance with Section 3.2 below

[«»] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[«»] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be «» (\$ «»), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«»

§ 3.2.2 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
Refer to Project Manual - Westerly Apartments, dated March 28, 2011		

§ 3.2.3 Allowances included in the stipulated sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
Refer to Project Manual - Westerly Apartments, dated March 28, 2011	

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

«»

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the **«first»** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the **«thirtieth»** day of the **«following»** month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than **«Ten»** (**«10»**) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 Retainage, if any, shall be withheld as follows:

«5%»

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

«0.00» % **(per annum)**

§ 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2. the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

«»

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

[] Arbitration pursuant to Section 21.4 of this Agreement

[] Litigation in a court of competent jurisdiction

[] Other (Specify)

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Refer to Project Manual Westerly Apartments, dated March 28, 2011			

§ 6.1.3 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

«Project Manual - Westerly Apartments, Dated March 28, 2011»

Section	Title	Date	Pages

§ 6.1.4 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

«Refer to the Table of Contents in the Project Manual - Westerly Apartments, dated March 28, 2011»

Number	Title	Date	Pages

§ 6.1.5 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents:

- .1 Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

«»»

- .3 Other documents:

(List here any additional documents that are intended to form part of the Contract Documents.)

«»»

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of

this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 LABOR AND MATERIALS

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 9.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 SUBMITTALS

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.10 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

§ 9.13 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 9.14 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 9.15 INDEMNIFICATION

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions

and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 10.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or

operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will

constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property.

(other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 17.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.3 PROPERTY INSURANCE

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

§ 17.4 PERFORMANCE BOND AND PAYMENT BOND

§ 17.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 17.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

§ 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an

appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.8 and Sections

15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«»»

(Printed name and title)

CONTRACTOR (Signature)

«»»

(Printed name and title)

SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

These conditions are a supplement to the AIA A107-2007 Abbreviated Form of Agreement Between Owner and Contractor and General Conditions of the Contract for Construction and provides information to clarify or modify articles of that document. Any articles or paragraphs not specifically mentioned in this supplement shall remain as printed in the A107 without change.

9.13 Add Subparagraph 9.13 as follows:

9.13 The Contractor shall not contract with any person or entity declared ineligible under Federal laws or regulations from participating in federally assisted construction projects or to whom the County or the Architect has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has a reasonable objection.

17.1.1 Add the following Subparagraph 17.1:

17.1 The insurance required by Subparagraph 17.1 shall be written for not less than the following limits, or greater if required by law:

.1 Workers' Compensation

a) State of Ohio

.2 Comprehensive or Commercial General Liability (including Premises-Operation; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

a) Bodily Injury		
	\$ 500,000	Each Occurrence
	\$ 1,000,000	Aggregate
b) Property Damage		
	\$ 500,000	Each Occurrence
	\$ 1,000,000	Aggregate
c) Pollution Insurance		
	\$ 500,000	Each Occurrence
	\$ 1,000,000	Aggregate
d) General Liability		
	\$ 2,000,000	Aggregate

.3 Business Auto Liability (including owned, non-owned and hired vehicles):

a) Bodily Injury

\$ 100,000	Each Occurrence
\$ 250,000	Aggregate

b) Property Damage

\$ 500,000	Each Occurrence
\$ 500,000	Aggregate

.4 Builder's Risk Insurance

a) The Contractor shall include Builder's Risk Insurance in each bid package.

ARTICLE 21

OTHER CONDITIONS OR PROVISIONS

21.1 Substitution of Materials and Equipment

21.1 Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.

21.2 Federal Inspection

21.2 The authorized representatives and agents of the Federal Government shall be permitted to inspect all Work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

21.3 Bonding Requirements: Each bidder is required to furnish along with the sealed bid a bid bond in the full amount (100%) of the bid, or a certified check or cashier's check in the amount of ten percent (10%) of the bid. The winning bidder will be required to furnish a performance bond in the full amount (100%) of its winning bid.

- End of Supplementary Conditions -

Wage Determination

PART 1 - GENERAL

1.01 Definition

- A. The prevailing wages shall be paid for a legal day's work to laborers, workmen or mechanics engaged in work under this contract, at the site of the Project, in the trade or occupation listed.

2.01 Wage Rates

- A. The following pages are the prevailing rates of wages to be paid on this Project as determined by the U. S. Department of Labor. It shall be the contractor's responsibility to verify and certify the accuracy of the wages and report same on forms provided by the Cuyahoga County.
- B. This project involves one (1) wage decision / rate. The Contractor shall submit the required payroll reports to evidence proper payment to laborers working at the respective Developments.

Building – OH20100032, Modification #13, 12/17/10:

Access current Wage decision via the following web address: <http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=OH20100032>

- C. Little Davis-Bacon Preemption Rule - Any State rate that exceeds the corresponding Federal rate is inapplicable and shall not be enforced.

BID BOND

Bond No._____

KNOWN ALL MEN BY THESE PRESENTS, that we:

(Insert full name and address or legal title of Contractor)
as Principal, hereinafter called the Principal, and:

(Insert full name and address or legal title of Surety)
a corporation duly organized under the laws of the State of:

_____ as Surety, hereinafter called the Surety, are held and firmly bound
unto The Cuyahoga County hereinafter called the Obligee, in the sum of:

_____ DOLLARS (\$_____)

(In Words)

for payment of which sum, well and truly to be made, the said Principal and the said Surety bind
ourselves, our heirs, executors, administrators, successors and assigns jointly and severally,
firmly by these presents. The CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the
Principal has submitted the accompanying bid, dated:

_____ 20____ for: _____

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall
enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such
bond or bonds as may be specified in the bidding or Contract Documents with good and
sufficient surety for the faithful performance of such Contract and for the prompt payment of
labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the
Obligee the difference not to exceed the penalty hereof between the amount specified in said Bid
and such larger amount for which the Obligee may in good faith contract with another party to
perform the Work covered by said bid or an appropriate required amount as specified in the
Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force
and effect.

SIGNED SEALED AND DATED THIS _____ DAY OF _____, 20_____

(Principal)

(Witness)

(Title)

SURETY

BY _____
(Attorney-in-Fact)

Note: In lieu of such bond, the Bidder shall include with his proposal, a Certified Check, Bank Draft, or U.S. Government Bond at par value, payable to the Obligee.

Certified Check for _____

DOLLARS - ON _____ BANK OF _____

_____ DEPOSITED HEREWITH

_____ BIDDER

BY _____

_____ TITLE

FORM OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That

We the undersigned _____ as PRINCIPAL, and _____ as SURETY are hereby held and firmly bound unto the _____, a body corporate and politic, in the penal sum of _____ Dollars (\$_____) for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed this _____ day of _____, 20____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, 2011, enter into a contract with the Cuyahoga County, which said contract is made a part of this bond the same as though set forth herein;

NOW, if the said _____ shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and material furnished in the carrying forward, performing or completing of said contract; we agreeing and assenting that this 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 surety hereby stipulates and agrees that no modifications, omissions or additions or forbearance on the part of the Cuyahoga County, or to, the terms of said contract, or in, or to, the plans or Specifications therefore shall, in any way, affect the obligations of the said surety on its bond. Notice to the surety of any such modification, omission, addition or forbearance is hereby waived.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument this _____ day of _____, 2011, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

If a Corporate Principal: Principal _____

Secretary _____

If a Partnership: Principal _____

Partner _____

If an Individual: Principal _____

Trading as _____

Corporate Surety: _____

By _____

ATTEST:

_____ (Seal)

The rate of premium on this Bond is \$ _____ per thousand.

The amount of premium charges: \$ _____.

(The above must be filled in by a corporate surety).

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, Secretary of the corporation named as principal in the within bond, certify that _____ and _____ who signed said bond on behalf of the principal were then _____ president and _____ secretary of said corporation; that said bond was duly signed for and in behalf of said corporation by authority of its Board of Directors and is within the scope of its corporate power.

(Attach hereto the current Power of Attorney of the person executing this bond for the Surety.)

FORM OF BID

PROJECT: **RQ20209 - Cuyahoga County's Home Weatherization Assistance Program for the Westerly I Apartments 14300 Detroit Road Lakewood, Ohio 44107**

FROM: _____

(Name of Bidder) _____

(By-Sign)(Title) _____

(Address) _____

(Telephone Number - Include Area Code) _____

TO: _____

Proposals must be deposited in the bid box in the
Office of Procurement and Diversity, Room 110,
County Administration Building,
1219 Ontario Street, Cleveland, Ohio 44113

BASE BID: Stipulated Sum Base Bids are requested for each package listed below. A bidder may bid independently on (1) one or all work areas. A bidder may submit a combined bid. All bids are to be based on the current applicable State of Ohio prevailing wage rates. The lowest qualified combined bid (Bid Package #5) or combination of qualified independent bids (Bid Packages #1 through #4) will be accepted by The County. All bidders must be approvable by the State of Ohio prior to contract award. The minimum requirements are as follows. Final determination of approvability is made by the State of Ohio:

1. Hold any State license required for the work to be done.
2. Have at least \$1 million general and pollution liability insurance.
3. Not be debarred from federally funded contracts.
4. Not have any unresolved State of Ohio audit findings.
5. Have valid Workers Compensation Insurance.
6. Meet all City of Lakewood contractor requirements.

The undersigned having inspected the construction site and become familiarized with all conditions likely to be encountered affecting the cost and schedule of work, and having examined all of the Contract Documents, hereby proposes to furnish all labor, materials, tools, equipment and services required to perform all of the work in strict accordance with the Contract Documents as prepared by the Architect, Creative Housing Solutions, Inc., subject to budgeted funds, within the time specified for completion.

BID PACKAGE #1 - Window Replacement and Insulation: **Estimated Cost \$694,920**

1. Window replacement per sheet A-0, A-1, A-2, Specification Divisions 1-16
2. Additional Insulation per sheet A-0, A-1, A-2, Specification Divisions 1-16
3. Air Conditioning Sleeve Replacement per sheet A-0, A-1, A-2, Specification Divisions 1-16

DOLLARS

(In Words)

\$

(In Figures)

BID PACKAGE #2 - Heating and Ventilation Systems: **Estimated Cost \$ 660,000**

1. Boiler System Replacement
2. Domestic Water Heating System Replacement
3. Energy Recovery Ventilator System
4. Chimney Cap and associated rooftop work
5. Boiler Room Window, Louver and Exhaust Fan
6. All above work per sheets A-0, A-2, E-1, E-2, H-1, H-2, H-3, H-4, H-5, H-6, H-7, Specification Divisions 1-16

DOLLARS

(In Words)

\$

(In Figures)

BID PACKAGE #3 - Lighting Fixture Replacement: **Estimated Cost \$167,113**

1. Apartment Unit lighting fixture replacement per sheet A-0, A-3, Specification Divisions 1-16
2. Common Area lighting fixture replacement per sheet A-0, A-3, Specification Divisions 1-16
3. Exit lights per sheet A-0, A-3, Specification Divisions 1-16

DOLLARS

(In Words)

\$

(In Figures)

BID PACKAGE #4 - Plumbing Fixture Replacement: **Estimated Cost, \$ 54,120**

1. Apartment Unit plumbing fixture replacement per sheet A-0, A-3, Specification Divisions 1-16
2. Common Area plumbing fixture replacement per sheet A-0, A-3, Specification Divisions 1-16

DOLLARS

(In Words)

\$

(In Figures)

BID PACKAGE #5 - Combined Bid - Complete Scope: **Estimated Cost \$1,576,153.00**

1. Window Replacement and Insulation;
2. Heating and Ventilation System;
3. Lighting Fixture Replacement;
4. Plumbing Fixture Replacement

DOLLARS

(In Words)

\$

(In Figures)

UNIT PRICES: The contractor shall provide unit prices for the following items, which shall be used to determine compensation for additional items utilized on an as needed basis. The Owner shall determine the need. The Owner may use these unit prices to either increase or decrease the contract amount. Unit prices that are not considered to be reasonable by the Owner shall be negotiated such that a fair and justifiable unit cost is determined.

Lighting Fixture Replacement	Cost per (1) fixture	Plumbing Fixture Replacement	Cost per (1) fixture
Replacement of E-1	\$	Replacement of P-1	\$
Replacement of E-2	\$	Replacement of P-2	\$
Replacement of E-3	\$	Replacement of P-3	\$
Replacement of E-4	\$		
Replacement of E-5	\$		
Replacement of E-6	\$		
Replacement of E-7	\$		
Replacement of E-8	\$		
Replacement of E-9	\$		
Replacement of E-10	\$		
Replacement of E-11	\$		
Replacement of E-12	\$		
Replacement of E-13	\$		
Replacement of E-14	\$		
Replacement of E-15	\$		

ADDENDA: The undersigned further acknowledges receipt of addenda as listed below and represents that any additions or modifications to, or deletions from the work called for in these Addenda, are included in the Base Bid Sum, Alternates and unit Prices if affected hereby.

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Note: If no Addenda have been received, write "NONE"

ASSIGNMENT: The undersigned represents that no assignment, sublease, or transfer of all or any part of his interest in this proposal has been made or will be made without the written consent of the Owner.

EQUAL EMPLOYMENT OPPORTUNITY: The contractor shall comply with all applicable local, state and federal Affirmative Action and Equal Employment Opportunity laws and requirements. The contractor agrees not to discriminate against any persons in conjunction with the performance with this contract.

PROPOSED SUBCONTRACTORS AND MAJOR SUPPLIERS: The undersigned agrees, if notified by The Owner that this firm is the apparent low bidder, that the undersigned will promptly submit in writing a listing of all prospective subcontractors and major material suppliers for acceptance by the Owner.

DECLARATION: The undersigned declares, by executing this proposal, that:

- A. This proposal shall remain valid for acceptance by the Owner for a period of ninety (90) calendar days.
- B. All requirements concerning licensing and all other local, state and national laws have been or will be complied with and that no legal requirements will be violated in the execution of the work if the Proposal is accepted.
- C. Agrees to provide a written warranty for correction or replacement of any faulty work or materials for a period 12 months after completion and acceptance of the last building. This warranty shall include all labor and material.
- D. No person or persons or company other than the firm listed below or otherwise indicated hereinafter have any interest whatsoever in the Proposal or the Contract that may be entered into as a result thereof. This Proposal is submitted in good faith, without collusion or fraud.
- E. The person(s) signing this proposal is/are authorized to sign on behalf of the conditions and provisions thereof.
- F. By submitting this bid, the bidder declares that he is capable of performing the subject work and has at least 3 years experience in similar work and has the necessary credit to perform the work.
- G. The bidder certifies that it is not debarred by any federal, state or city agency, or otherwise prohibited from performing a federally funded project.

H. All work shall be completed as follow, except as permitted or authorized by the Cuyahoga County:

1)BID PACKAGE #1 - Window Replacement and Insulation: Completion Date - Wednesday, 11/30/2011
2)BID PACKAGE #2 - Heating and Ventilation Systems: Completion Date - Monday, 10/17/2011
3)BID PACKAGE #3 - Lighting Fixture Replacement: Completion Date - Monday, 10/17/2011
4)BID PACKAGE #4 - Plumbing Fixture Replacement: Completion Date - Monday, 10/17/2011
5)BID PACKAGE #5 - Combined Bid - Complete Scope: Completion Date - (only work associated with bid package #1 is to be completed on 11/30/2011, work associated with bid packages #2,3 and is to be completed on 10/17/2011)

SUBMITTED BY: _____

THIS DAY OF: _____

NAME OF FIRM: _____

ADDRESS: _____
(Street & Number)

CITY & STATE: _____

OPERATING AS: _____
(Complete, and strike out words that do not apply)

A CORPORATION UNDER THE LAWS OF THE STATE OF: _____ OR

A PARTNERSHIP/SOLE PROPRIETOR _____

(Give full names of all partners)

THE OWNER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS REGARDLESS OF THE BID AMOUNT, WHEN IT IS IN THE BEST INTEREST TO DO SO, AND RESERVES THE RIGHT TO WAIVE ANY INFORMALITY IN BIDS RECEIVED WHENEVER SUCH WAIVER IS IN THE BEST INTEREST OF THE OWNER.

NOTE: THIS BID, WITH SUPPORT DOCUMENTS, IS TO BE SUBMITTED IN A SEALED ENVELOPE CLEARLY MARKED AS FOLLOWS:

RQ20209

Cuyahoga County's Home Weatherization Assistance Program for the Villa Serena Apartments

DELIVER BID TO: **Office of Procurement and Diversity, Room 110,
County Administration Building,
1219 Ontario Street, Cleveland, Ohio 44113**

Proposals will be accepted until two o'clock in the afternoon (2:00 P.M.) local time on the Bid Due Date at which time and place the proposals received will be publicly opened and read aloud. The clock located in the Office of Procurement and Diversity shall determine the official time. Not other bid delivery methods will be opened.

NON COLLUSIVE AFFIDAVIT

State of _____)

ss

County of _____)

_____, being first sworn, deposes and says:

That he is _____ (president, sole owner, partner, etc.)

of _____ (Firm Name) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that inspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly, or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of the affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, to secure any advantage against the Owner or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of Bidder: _____
(If Individual)

Signature of Bidder: _____
(If Partnership)

Signature of Bidder: _____
(If Corporation)

Subscribed and sworn to before me this ___ day of _____, 201___

_____, My commission expires _____, 201___
Notary Public

SECTION 01010 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Work covered by the Contract Documents.
2. Work under other contracts.
3. Use of premises.
4. Owner's occupancy requirements.
5. Specification formats and conventions.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: **RQ20209 - Cuyahoga County's Home Weatherization Assistance Program for the Westerly I Apartments 14300 Detroit Road Lakewood, Ohio 44107**

B. Contracting Entity: Office of Procurement & Diversity
1219 Ontario Street, Room 110
Cleveland, Ohio 44113

C. Architect: Creative Housing Solutions, Inc.
935 Lenox Place, Cincinnati, Ohio 45229
Project Architect: Edward Wright, RA
Phone: (513)-961-4400 extension 5; Email: ewright@chs-incorp.com

The Work generally consists of, but is not limited to the following. Refer to the Project Manual Specifications and Drawings for additional project requirements and work to be performed under this contract. Current Prevailing Wage rate apply to all work in this scope. Installation of energy saving measures and associated components. This summary describes the applicable unit Types for each address. The work generally includes, but is not limited to:

1. Bid Package #1 - Window Replacement and Insulation:

- (1) Window replacement per sheet A-0, A-1, A-2, Specification Divisions 1-16
- (2) Additional Insulation per sheet A-0, A-1, A-2, Specification Divisions 1-16
- (3) Air Conditioning Sleeve Replacement per sheet A-0, A-1, A-2, Specification Divisions 1-16
- (4) Include work per Section 1600 in this bid.
- (5) The Contractor is responsible for apply and paying for all permits, including the general building permit, inspections, licenses and other regulatory requirements associated with this project. The cost of these permits, inspections, licenses and other regulatory requirements shall be included in the base bid.

2. Bid Package #2 - Heating and Ventilation Systems:

- (1) Boiler System Replacement
- (2) Domestic Water Heating System Replacement
- (3) Energy Recovery Ventilator System
- (4) Chimney Cap and associated rooftop work
- (5) Boiler Room Window, Louver and Exhaust Fan Installation

- (6) All above work per sheets A-0, A-2, E-1, E-2, H-1, H-2, H-3, H-4, H-5, H-6, H-7, Specification Divisions 1-16 include work per Section 1600 in this bid
- (7) The Contractor is responsible for applying and paying for all permits, inspections, licenses and other regulatory requirements associated with this project. The cost of these permits, inspections, licenses and other regulatory requirements shall be included in the base bid.

3. Bid Package #3 - Lighting Fixture Replacement:

- (1) Apartment Unit lighting fixture replacement per sheet A-0, A-3, Specification Divisions 1-16
- (2) Common Area lighting fixture replacement per sheet A-0, A-3, Specification Divisions 1-16
- (3) Exit lights per sheet A-0, A-3, Specification Divisions 1-16
- (4) Include work required per Section 1600 in this bid
- (5) The Contractor is responsible for applying and paying for all permits, inspections, licenses and other regulatory requirements associated with this project. The cost of these permits, inspections, licenses and other regulatory requirements shall be included in the base bid.

4. Bid Package #4 - Plumbing Fixture Replacement:

- (1) Apartment Unit plumbing fixture replacement per sheet A-5, Specification Divisions 1-16
- (2) Common Area plumbing fixture replacement per sheet A-5, Specification Divisions 1-16
- (3) Include work per Section 1600 in this bid
- (4) The Contractor is responsible for applying and paying for all permits, inspections, licenses and other regulatory requirements associated with this project. The cost of these permits, inspections, licenses and other regulatory requirements shall be included in the base bid.

- D. Project will be constructed via multiple prime contracts or a single prime contract: refer to bid form.
- E. Owner provided components: None.
- F. Salvage Rights - The Contractor shall have the right to salvage any and all components and equipment.

1.3 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts. Corrective or additional work required to complete the project resulting from non-coordinated efforts will not be the basis for additional compensation.
- B. Contract Documents: Project Manual and Drawings Dated March 28, 2011 or revised.
- C. Discrepancies: If a discrepancy occurs between the drawings and the specifications the more expensive material, means or method shall be utilized. Contractor shall report all discrepancies to the architect immediately.

1.4 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations. The building will be occupied during the renovation work. The Contractor shall not interfere with the Owner's right to occupy, lease and renovate these portions of the site. The limits of the Contractor's use of the site is indicated in the drawings.

- B. Use of Existing Building: Maintain existing building in a weather tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period. Maintain interior temperature of 65 degrees Fahrenheit at all times. Provide domestic hot water at all times, except during change over, for a period not to exceed 8 hours.
- C. Waste Disposal: Legally dispose of waste off-site, in Contractor provided waste containers, don't use building's waste disposal systems. Recycle materials were allowed by law. Debris to be removed daily or as approved by Architect.

1.5 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of the site/buildings, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work.
 2. Obtain all inspections from authorities having jurisdiction.
 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.
- B. Apartment Occupancy: The units to be renovated will be occupied during construction. Adjacent buildings/units will be occupied during the course of the work. The contractor shall protect the adjacent buildings and ingress and egress from these buildings so that continued use will be permitted. No utilities shall be disrupted on these buildings. The Contractor shall take precautions to protect residents and others from injury during construction activities. The Contractor shall employ dust control measures to contain dust and debris to the apartments undergoing renovation. Noise shall be controlled to maximum extent possible during construction. Because windows will be removed in occupied apartments as a part of this project the Contractor shall take precautions to prevent occupants from falling from window openings and/or otherwise injuring themselves during the course of this work. The Contractor is fully liable for the protection of occupants and persons and property either inside or outside the building during the work of this contract.
- C. General: Contractor shall have use of premises designated for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- D. Unit Furnishings: The Contractor shall protect all personal belongings, appliances, interior surfaces from damage or loss, prior to beginning work.
- E. Unit Acceptance: The Architect or Owner will accept the work on a weekly basis. All work in the units to be inspected must be completed prior to calling for inspection. The Contractor is allowed one (1) punch-inspection and one (1) final inspection for each unit. If more than two (2) inspections are required for a particular unit due to the Contractor's failure to satisfactorily complete the punch list items, the Contractor will be charged \$200 per unit. This amount will be deducted from any contract amounts due the Contractor.

1.6 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred, as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.7 PERMITS

- A. Permits, licenses, and Certificates: The Contractor is responsible for applying and paying for all other permits, inspections, licenses and other regulatory requirements associated with this project (Plumbing, HVAC, Electrical, Zoning, and environmental). The cost of these permits, inspections, licenses and other regulatory requirements shall be included in the base bid.
- B. The Contractor shall be responsible for complying with all applicable codes and regulations governing the work of this contract, regardless of whether the scope of work required for compliance is described on the drawings, or described in the specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01010

SECTION 01270 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. See Division 1 Section "Allowances" for procedures for using unit prices to adjust quantity allowances.

1.2 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

- A. Lighting Fixture Replacement:
 1. Replacement of E-1
 2. Replacement of E-2
 3. Replacement of E-3
 4. Replacement of E-4
 5. Replacement of E-5
 6. Replacement of E-6
 7. Replacement of E-7
 8. Replacement of E-8

9. Replacement of E-9
10. Replacement of E-10
11. Replacement of E-11
12. Replacement of E-12
13. Replacement of E-13
14. Replacement of E-14
15. Replacement of E-15

B. Plumbing Fixture Replacement:

1. Replacement of P-1
2. Replacement of P-2
3. Replacement of P-3

END OF SECTION 01270

SECTION 01280 - ALLOWANCES

1.1 GENERAL

- A. Summary: Certain materials and equipment and, in some cases, installation are specified in the Contract Documents by allowances. Allowances have been established to defer identification of exact work locations to a later date when additional information is available. Additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Contingency allowances.
- C. Related Sections include the following:
 - 1. Division 1 Section "Unit Prices" for procedures for using unit prices.
- D. Selection and Purchase: At the earliest practical date after award of the Contract, advise Architect of the date when selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
 - 1. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- E. Submittals: Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
 - 1. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- F. Contingency Allowances: Use the contingency allowance only as directed for Owner's purposes and only when documented by Field Orders that indicate amounts to be charged to the allowance. Include all costs associated with the Contingency Allowances indicated in the following Schedule in the Base Bid amount.
 - 1. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are a part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
 - 2. Field Orders issued by the Architect will authorize use of the contingency allowance amounts.
 - 3. Change orders for work associated with an allowance will not include additional overhead, profit and related costs; only unit costs will be charged against the allowance.
 - 3. At Project closeout, credit unused amounts remaining in the contingency allowance (including unused overhead and profit) to Owner by Change Order.
- H. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. Prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

1.2 EXECUTION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.
- B. Preparation: Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

C. Schedule of Allowances: These amounts are in addition to areas / quantities specifically noted on the drawings.

1. **Bid Package #1 - Window and Door Replacement:**
(a) \$25,000 Contingency Allowance

2. **Bid Package #2 - Boiler and Domestic Water Heating System Replacement:**
(e) \$25,000 Contingency Allowance

3. **Bid Package #3 - Lighting Fixture Replacement:**
(a) Lighting Fixture Replacement: (5) five of each type listed
1. Replacement of E-1
2. Replacement of E-2
3. Replacement of E-3
4. Replacement of E-4
5. Replacement of E-5
6. Replacement of E-6
7. Replacement of E-7
8. Replacement of E-8
9. Replacement of E-9
10. Replacement of E-10
11. Replacement of E-11
12. Replacement of E-12
13. Replacement of E-13
14. Replacement of E-14
15. Replacement of E-15

4. **Bid Package #4 - Plumbing Fixture Replacement:**
(a) Plumbing Fixture Replacement: (5) five of each type listed
1. Replacement of P-1
2. Replacement of P-2
3. Replacement of P-3

END OF SECTION 01020

SECTION 01290 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets and Contractor's Construction Schedule.
2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Submit draft of AIA Document G703 Continuation Sheets.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Progress payments shall be submitted to Architect by the 15th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt by the 15th of the month. One copy shall include waivers of lien and similar attachments.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who has provided labor, material or services in excess of \$5,000.
 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Schedule of unit prices.

5. Submittals Schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.
12. Certificates of insurance and insurance policies.

I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01290



PARTNERS
ENVIRONMENTAL

**LIMITED PRE-RENOVATION
ASBESTOS INSPECTION**

**Westerly Apartments
14300 Detroit Avenue
Lakewood, Ohio**

March 25, 2011

PREPARED FOR: Mr. Robert Given
Building Rehabilitation Specialist Supervisor
Cuyahoga County Department of Development
1701 East 12th Street
Cleveland, Ohio 44114
Project # 676.15

PREPARED BY: Partners Environmental Consulting, Inc.
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APPENDICES

- A** Inspectors' Resumes and Qualifications
- B** Laboratory's Qualifications
- C** Asbestos Laboratory Reports and Chain of Custody Forms

1.0 PURPOSE

Partners Environmental Consulting, Inc. (Partners) was contracted by the Cuyahoga County Department of Development (Client) to conduct a Limited Pre-Renovation Asbestos Inspection of the Westerly Apartments located at 14300 Detroit Avenue, Lakewood, Cuyahoga County, Ohio (Property). The purpose of the Limited Pre-Renovation Asbestos inspection was to identify and quantify asbestos-containing materials (ACM) in the building, some of which may have to be removed prior to planned HVAC/weatherization renovation activities of the structure. This generally included collecting a representative number of samples from materials in the boiler room, and caulking, window glazing, and plasters from around windows in common areas. Partners conducted the Pre-Renovation Asbestos Inspection in accordance with the Ohio Department of Health (ODH) protocol which references the U.S. Environmental Protection Agency (EPA) sampling protocol in 40 Code of Federal Regulations (CFR) Part 763.86.

2.0 LIMITATIONS

Sampling, by definition, implies some degree of error. Although the inspectors established homogeneous sampling areas based on their training and experience, and although the inspectors collected sufficient samples from each homogeneous area to conclude that a suspect material was not ACM, it is possible that a visually similar, but untested material may contain asbestos. In addition, ACM may be behind walls or in areas which were inaccessible as part of this survey. If suspect materials are observed during the renovation activities, the materials should be either sampled by a State of Ohio Licensed Asbestos Hazard Evaluation Specialist (inspector) or assumed to be ACM.

Partners inspected the basement boiler room, one (1) vacant apartment on the 2nd floor (208), the maintenance office and game room on the 1st floor, and an elevator hallway on the 7th floor as part of this Limited Asbestos Inspection.

This building survey is not intended to be used as a Specification for Asbestos Abatement activities.

3.0 SAMPLING AND ANALYSIS

Subject to the limitations discussed above, Partners conducted a Limited Pre-Renovation Asbestos Inspection of the basement boiler room, one (1) vacant apartment, the maintenance office, and two (2) common areas (game room and elevator hallway) inside the structure. Mr. Aaron C. Gordon and Mr. James M. Bell inspected and sampled the structure on March 15, 2011. Mr. Gordon and Mr. Bell are certified by the Ohio Department of Health (ODH) as Asbestos Hazard Evaluation Specialists (AHES #35270 and AHES #34648 respectively). The Inspectors' qualifications are included in **Appendix A**.

Partners established homogeneous areas for sampling of suspect friable and non-friable ACM. Sampling of each homogeneous area consisted of the collection of random samples based on the quantity of suspect material in each area. The condition and friability of the sampled material was noted. All samples were properly bagged, labeled, and shipped to the laboratory under standard chain of custody.

Partners collected a total of 19 samples of suspect ACM, which were analyzed as 27 layers. Some of the samples were not analyzed because positive-stop analysis was requested. Samples were collected from suspect friable ACM and Category I, non-friable ACM.

All samples were submitted to EMSL Analytical, Inc., a qualified and experienced independent laboratory, for analysis by Polarized Light Microscopy (PLM). The Laboratory's qualifications are included in **Appendix B**.

March 25, 2011

4.0 FINDINGS

The following is a summary of findings from this asbestos survey. Copies of the Laboratory Report and the Chain of Custody are provided in **Appendix C**.

Friable ACM

- Approximately 90 linear feet of pipe insulation associated with the boiler's return (cold) water piping was found to contain 3% chrysotile asbestos and 20% amosite asbestos.
- Approximately 90 linear feet of pipe insulation on the boiler's hot water piping was found to contain 10% chrysotile asbestos and 10% amosite asbestos.
- Approximately 300 square feet of insulation covering the hot water tank was found to contain 5% chrysotile asbestos and 15% amosite asbestos.

Non-ACM

- Window caulking surrounding the windows in the apartment, maintenance office, and game room were sampled. Bulk samples analyzed by PLM methods indicated that no asbestos was detected in these materials.
- Wall plaster around the windows in the apartment, maintenance office, game room and elevator hallway were sampled. Bulk samples analyzed by PLM methods indicated that no asbestos was detected in these materials.

5.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the inspectors' observations, along with the sampling and laboratory analysis conducted for this inspection, Partners concluded the following:

- Pipe and water tank insulation in the basement boiler room were determined to contain asbestos.
- ACM that will be disturbed as part of the planned renovation of the structure must be removed by a State of Ohio Licensed Abatement Contractor.
- ACM that will remain in the building should be managed through an Asbestos Operations and Maintenance (O&M) Plan.
- Friable ACM with quantities greater than 50 linear feet or 50 square feet require ODH notification at least 10 days prior to their disturbance. Friable ACM with quantities greater than 160 linear feet or 260 square feet also require Ohio Environmental Protection Agency (OEPA) notification at least 10 days prior to their disturbance.

SECTION 01631 - SUBSTITUTIONS

1.1 GENERAL

- A. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed after award of the Contract are considered requests for substitutions. The following are not requests for substitutions:
 - 1. Revisions to the Contract Documents requested by the Owner.
 - 2. Specified options included in the Contract Documents.
 - 3. Contractor's compliance with regulations issued by governing authorities.
- B. Definitions: The terms "or Equal" are intended to be defined as; equivalent in terms of performance and appearance as the specified product as determined by the Architect. If the specifications indicate any material or manufacturer the phrase "or Equal" shall apply to the product, material or manufacturer, even if not explicitly indicated.
- C. Substitution Request Submittal: The Architect will consider requests for substitution received within 60 days after commencement of the Work. The Architect will not consider substitutions during bidding.
 - 1. Submit 3 copies of each request for substitution. Submit requests according to procedures required for change-order proposals.
 - 2. Identify the product or method to be replaced in each request. Include related Specification Section and Drawing numbers.
 - 3. Provide documentation showing compliance with the requirements for substitutions and the following information:
 - a. Coordination information, including a list of changes needed to other Work that will be necessary to accommodate the substitution. No additional compensation will be considered for work required to accommodate the substitution.
 - b. A comparison of the substitution with the Work specified, including performance, weight, size, durability, and visual effect.
 - c. Product Data, including Drawings and descriptions of products and installation procedures.
 - d. Samples, where applicable or requested.
 - e. A statement indicating the effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the substitution on Contract Time.
 - f. Certification that the substitution conforms to the Contract Documents and is appropriate for the applications indicated.
 - g. The Contractor's waiver of rights to additional payment or time that may become necessary because of the failure of the substitution to perform adequately.
 - 4. Architect's Action: If necessary, the Architect will request additional information within one week of receipt of a request for substitution. The Architect will notify the Contractor of acceptance or rejection within 2 weeks of receipt of the request. Acceptance will be in the form of a change order.
 - a. Use the product specified if the Architect cannot make a decision within the time allocated.

1.2 PRODUCTS

- A. Conditions: The Architect will receive and consider a request for substitution when one or more of the following conditions are satisfied. Otherwise, the Architect will return the requests without action except to record noncompliance with these requirements.
 - 1. Extensive revisions to the Contract Documents are not required.
 - 2. Changes are in keeping with the intent of the Contract Documents.
 - 3. The specified product cannot be provided within the Contract Time. The Architect will not consider the request if the specified product cannot be provided as a result of failure to pursue the Work promptly.
 - 4. The request is related to an "or-equal" clause.
 - 5. The substitution offers the Owner a substantial advantage, in cost, time, or other considerations, after deducting compensation to the Architect for redesign and increased cost of other construction.
 - 6. The specified product cannot receive approval by a governing authority, and the substitution can be approved.
- B. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples for construction not complying with the Contract Documents do not constitute an acceptable request for substitution, nor do they constitute approval.

END OF SECTION 01631

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. General installation of products.
 - 2. Progress cleaning.
 - 3. Starting and adjusting.
 - 4. Protection of installed construction.
 - 5. Correction of the Work.
- B. See Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

4. Proceed with installation only after unsatisfactory conditions have been corrected by the contractor. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted. Legally dispose waste material on a daily basis. The Contractor shall provide their own means of waste disposal and shall not use the building's dumpsters or other waste disposal systems.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.5 STARTING AND ADJUSTING

- A. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- B. Test each piece of equipment to verify proper operation of the full system, not only the installed components. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01700

SECTION 01731 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. See Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
- C. See Division 7 Section "Through-Penetration Firestop Systems" for patching fire-rated construction.

1.2 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 3. Products: List products to be used and firms or entities that will perform the Work.
 4. Dates: Indicate when cutting and patching will be performed.
 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
 7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.3 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.4 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete, Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01731

SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Final cleaning.

1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
3. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
4. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
6. Complete startup testing of systems.
7. Submit test/adjust/balance records.
8. Clean, terminate and remove temporary facilities from Project site, including all building areas used during construction, along with mockups, construction tools, and similar elements.
9. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
10. Complete final cleaning requirements, including touchup painting.
11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order by building and units.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.5 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations as they apply to the areas of work before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - c. Clean exposed new interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
 - d. Vacuum carpet and similar soft surfaces, removing debris.
 - e. Clean transparent materials, including mirrors and glass in doors and windows. Replace chipped or broken glass and other damaged transparent materials.
 - f. Remove labels that are not permanent.
 - g. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - h. Wipe surfaces of electrical equipment and similar equipment. Remove excess lubrication, and paint and other foreign substances.
 - i. Replace parts subject to unusual operating conditions.
 - j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770

SECTION 01781 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 1. Record Drawings.
 2. Record Specifications.
 3. Record Product Data.
- B. See Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- C. See Divisions 2 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

- A. Record Drawings: Comply with the following:
 1. Number of Copies: Submit one set of marked-up Record Prints.
 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal: Submit one set of corrected Record Documents and one set of marked-up Record Prints. Architect will mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Architect will return documents and prints for organizing into sets, printing, binding, and final submittal.
 - b. Final Submittal: Submit one set(s) of marked-up Record Prints.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one of each Product Data submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
- b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Documents: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected transparencies of the Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
2. Refer instances of uncertainty to Architect for resolution.
3. Owner will furnish Contractor one set of the Contract Drawings for use in recording information.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 01781

SECTION 01782 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 1. Emergency manuals.
 2. Operation manuals for systems, subsystems, and equipment.
 3. Maintenance manuals for the care and maintenance of products, materials, and finishes.
- B. See Divisions 2 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 SUBMITTALS

- A. Manual: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
 1. Correct or modify each manual to comply with Architect's comments. Submit two copies to owner of each corrected manual within 15 days of receipt of Architect's comments.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

- A. Organization: Each manual shall contain a title page, table of contents, and manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name, address, and telephone number of Contractor.
 6. Name and address of Architect.
 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.
- B. Descriptions: Include the following:
 1. Product name and model number.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment.
- D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions that detail essential maintenance procedures.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
- E. Comply with Division 1 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01782

SECTION 05520 - ROOF EDGE PROTECTION SYSTEM

PART 1 GENERAL

1.1 SUMMARY

- A. Provide and install freestanding, non-penetrating Roof Edge Protection System, including pipe railings, uprights, bases, counterweights.

1.2 REFERENCES

- A. American National Standards Institute (ANSI) - A21.1 Safety Requirements for Floor and Wall Openings, Railings and Toe Boards.
- B. American National Standards Institute (ANSI) - A58.1 Minimum Design Loads in Buildings and Other Structures.
- C. American National Standards Institute (ANSI) - A1 17.1 Accessible and Usable Buildings and Facilities.
- D. American Society of Testing and Materials (ASTM) A47 - Standard Specification for Ferrite Malleable Iron Castings.
- E. American Society of Testing and Materials (ASTM) A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- F. American Society of Testing and Materials (ASTM) A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- G. American Society of Testing and Materials (ASTM) A500 - Standard Specification for cold-formed welded and seamless carbon steel structural tubing.
- H. Occupational Safety & Health Administration (OSHA): 1910.23 - Guarding Floor and Wall Openings and Holes.

1.3 SUBMITTALS

- A. Shop Drawings: Drawings showing fabrication and installation of handrails and guardrails including plans, elevations, sections, details of components, anchor details, and attachment to adjoining units of work.
- B. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

1.4 QUALITY ASSURANCE

A. Railings Structural Requirements:

- 1. Provide guardrail assemblies and attachments to withstand a minimum concentrated load of 200 pounds (90719 g) applied in any direction on the top rail.
- 2. The free standing guardrails shall be manufactured of ASTM schedule 40 pipe with a 1-1/2" outer diameter. The guardrail system must be capable of withstanding a force of at least 200 pounds applied within 2 inches of the top edge in any outward or downward direction. When the 200 pounds test is applied in a downward direction, the top edge of the guardrail must not deflect to a height less than 39 inches above the roof level. The top edge height of guardrails must be 42 inches plus or minus 3 inches above the roof level. Midrails must be installed to a height midway between the top edge of the guardrail system and the roof level. The midrails shall be installed so that there are no openings in the guardrail system more than 19 inches. Midrails shall be capable of withstanding a force of at least 150 pounds applied in any downward or outward direction at any point along the midrail or other member. The guardrail system shall be surfaced to protect workers from punctures or lacerations and to prevent clothing from snagging. An automatic closing swing gate shall be included at ladder access locations. All support and counterweight sections will have an applied membrane to protect roof finishes. All counterweights will be hot dipped galvanize finish.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Basis of design: Kee Safety, Inc. or approved equal

2.2 SYSTEMS

A. Provide components required to match design indicated on the Drawings.

1. Fittings: Cast iron.

- a. Handrail Tubing, 12 gauge, Size 1-1/2 inches - 1.90 inches O D.
- a. Handrail Pipe, Schedule 40, Size 1-1/2 inches - 1.90 inches (48 mm) O D.

A. Roof Edge Protection: Provide freestanding non-penetrating Roof Edge Protection System, including pipe railings, uprights, bases, counterweights and fittings.

1. Freestanding counterweighted guardrail system with 42 inch (1067 mm) minimum height to provide a pedestrian egress barrier on the roof to withstand a minimum load of 200 lb (90719 g) in any direction to the top rail per OSHA Regulation 29 CFR 1910.23.
2. Pipe: Steel, 1-1/2 inches (48 mm) schedule 40, galvanized.
3. Tube: Galvanized tube, 12 gauge, 1-1/2 inches, 1.90 inches (48 mm) OD.
4. Rails and Posts: Galvanized Tube, 12 gauge, 1-1/2 inches 1.90 inches (38 mm) diameter.
5. Counterweight Levers: Galvanized Tube, 12 gauge, 1-1/4 inches 1.660 inches (38 mm) diameter.
6. Mounting Bases: Galvanized Steel bases supplied with a rubber pad on underside of the component.
7. Counterweights: Molded recycled PVC with one fixing collar per counterbalance.
8. Fasteners: stainless steel

2.3 MATERIALS

A. A. Pipe:

1. Steel Pipe: Steel, 1-1/2 inches (38 mm) schedule 40, galvanized.
2. Tube: Galvanized tube, 12 gauge, 1-1/2 inches, 1.90 inches (48 mm) OD.

B. Fittings, Including Elbows, Crossovers, Wall flanges, Tees, Couplings:

1. Galvanized Malleable Cast Iron: structural pipe fittings, ASTM A447 / ASTM A153 galvanizing.

C. Finish: Polyester factory applied spray coating.

D. Fasteners: Type 304 stainless steel.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Fit exposed connections accurately together to form tight joints. For all connections, each set screw is to be tightened to 29 foot pounds of torque.
- C. Upright tops shall be plugged with weather and light resistant material.
- D. Perform cutting, and fitting required for installation of handrails. Set handrails and accurately in location, alignment, and elevation, measured from established lines and levels.

3.3 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion

END OF SECTION 5520

SECTION 05521 - NON-PENETRATING ROOFTOP SUPPORTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Duct supports and cable trays.
- B. Crossover, walkway and platform systems.

1.2 SUBMITTALS

- A. Product Data: Provide specification and data sheet for each type of support to be used.
- B. Shop Drawings: Show installation layout, indicating product type and spacing.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design Manufacturer: Miro Industries Inc; 2700 South 900 West, Salt Lake City, Utah 84119
Tel: (800) 768-6978. Fax: (800) 440-7958. Email: sales@miroind.com. www.miroind.com. or approved equal per 01631.

2.2 SUPPORTS AND HANGERS

- A. Supports and Hangers - General: Provide with bases that rest on the roof membrane and that have:
 - 1. Gently rounded edges to prevent damage to roof membrane.
 - 2. Drainage ports to prevent ponding.
 - 3. Carbon black additive in polycarbonate, when used, for UV stabilization
- B. Duct Supports: Dual bases supporting "H" frame strut assembly to support duct.
 - 1. Model #8-DSA: Accommodate duct as required per drawings
 - 2. Strut Material: Hot-dip galvanized steel.
 - 3. Base Material: Polycarbonate resin, 16 by 18 inches (406.4 by 457.2 mm)
- C. Duct Crossover System: Base supporting; hot-dip galvanized steel vertical struts with hot-dip galvanized steel horizontal grating, hot-dip galvanized corner and side brackets with cross bracing.
 - 1. Base Material: Polycarbonate resin; total load up to 200 lb (90.7 kg) per support footprint.
 - 2. Base Size: 16 by 18 inches (406.4 by 457.2 mm).

2.3 INSTALLATION

- A. Determine that roof structure, roof insulation, and roof membrane are structurally adequate to support weight of pipe, duct, conduit, and supports and hangers.
- B. Install supports and hangers in accordance with manufacturer's recommendations.
- C. Install duct supports at maximum spacing of 5 feet (3 m) unless closer spacing is required due to weight of ducting and compliance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."; space and adjust to support an equal amount of weight; do not exceed manufacturer's recommended load limits.
- D. Comply with roofing manufacturer's requirements to maintain roofing warranty.
- E. Install an additional sheet of roofing material, support pad, or deck plate beneath each support base.
- F. Support Pads:
 - 1. Remove rock, aggregate, dirt and excess dust from area to be covered by pad.
 - 2. Apply support pad on cleaned area.
 - 3. Center bases on top of support pads.
- G. Deck Plates:
 - 1. Locate centered under bases of pipe supports and hangers.
 - 2. Remove aggregates, dirt and excess dust from an area 2 inches (50.8 mm) larger than deck plate.
 - 3. Install with curved edges up.
- H. Adjustable Supports: Adjust height of each support to achieve proper height and level before installing supported item.
- I. Make final height adjustments to provide even distribution of load on all supports.

2.4 FIELD QUALITY CONTROL

- A. After system startup, correct any deficiencies that arise, including but not limited to, improper location or position, improper seating or level on the roof, lack of roof pads or deck plates, inadequate operation.

END OF SECTION 05521

SECTION 07720 - NON-PENETRATING ROOFTOP SUPPORTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Duct supports and cable trays.
- B. Crossover, walkway and platform systems.

1.2 SUBMITTALS

- A. Product Data: Provide specification and data sheet for each type of support to be used.
- B. Shop Drawings: Show installation layout, indicating product type and spacing.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design Manufacturer: Miro Industries Inc; 2700 South 900 West, Salt Lake City, Utah 84119
Tel: (800) 768-6978. Fax: (800) 440-7958. Email: sales@miroind.com. www.miroind.com. or approved equal per 01631.

2.2 SUPPORTS AND HANGERS

- A. Supports and Hangers - General: Provide with bases that rest on the roof membrane and that have:
 - 1. Gently rounded edges to prevent damage to roof membrane.
 - 2. Drainage ports to prevent ponding.
 - 3. Carbon black additive in polycarbonate, when used, for UV stabilization
- B. Duct Supports: Dual bases supporting "H" frame strut assembly to support duct.
 - 1. Model #8-DSA: Accommodate duct as required per drawings
 - 2. Strut Material: Hot-dip galvanized steel.
 - 3. Base Material: Polycarbonate resin, 16 by 18 inches (406.4 by 457.2 mm)
- C. Duct Crossover System: Base supporting; hot-dip galvanized steel vertical struts with hot-dip galvanized steel horizontal grating, hot-dip galvanized corner and side brackets with cross bracing.
 - 1. Base Material: Polycarbonate resin; total load up to 200 lb (90.7 kg) per support footprint.
 - 2. Base Size: 16 by 18 inches (406.4 by 457.2 mm).

2.3 INSTALLATION

- A. Determine that roof structure, roof insulation, and roof membrane are structurally adequate to support weight of pipe, duct, conduit, and supports and hangers.
- B. Install supports and hangers in accordance with manufacturer's recommendations.
- C. Install duct supports at maximum spacing of 5 feet (3 m) unless closer spacing is required due to weight of ducting and compliance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."; space and adjust to support an equal amount of weight; do not exceed manufacturer's recommended load limits.
- D. Comply with roofing manufacturer's requirements to maintain roofing warranty.
- E. Install an additional sheet of roofing material, support pad, or deck plate beneath each support base.
- F. Support Pads:
 1. Remove rock, aggregate, dirt and excess dust from area to be covered by pad.
 2. Apply support pad on cleaned area.
 3. Center bases on top of support pads.
- G. Deck Plates:
 1. Locate centered under bases of pipe supports and hangers.
 2. Remove aggregates, dirt and excess dust from an area 2 inches (50.8 mm) larger than deck plate.
 3. Install with curved edges up.
- H. Adjustable Supports: Adjust height of each support to achieve proper height and level before installing supported item.
- I. Make final height adjustments to provide even distribution of load on all supports.

2.4 FIELD QUALITY CONTROL

- A. After system startup, correct any deficiencies that arise, including but not limited to, improper location or position, improper seating or level on the roof, lack of roof pads or deck plates, inadequate operation.

END OF SECTION 07720

SECTION 07841 - THROUGH-PENETRATION FIRESTOP SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes through-penetration firestop systems for the following types of fire-resistance-rated assemblies:

1. Floors.
2. Walls and partitions.
3. Construction enclosing compartmentalized areas.

1.2 PERFORMANCE REQUIREMENTS

A. F-Ratings: Provide firestop systems with F-ratings equaling or exceeding fire-resistance rating of constructions penetrated as determined per ASTM E 814.

B. For firestop systems exposed to view, traffic, moisture, and physical damage, provide products that after curing do not deteriorate when exposed to these conditions both during and after construction.

1. For piping penetrations for plumbing and wet-pipe sprinkler systems, provide moisture-resistant firestop systems.

C. For through-penetration firestop systems exposed to view, provide products with flame-spread indices of less than 25 and smoke-developed indices of less than 450, when tested per ASTM E 84.

1.3 SUBMITTALS

A. Product Data: For each product indicated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: The design for through-penetration firestop systems is based on products named. Subject to compliance with requirements, provide the named product or a comparable product by one of the following:

1. A/D Fire Protection Systems Inc.
2. DAP Inc.
3. Firestop Systems Inc.
4. Hilti Construction Chemicals, Inc.
5. Instant Firestop Mfg. Inc.
6. International Protective Coatings Corp.
7. Isolatek International.
8. Nelson Firestop Products.
9. NUCO Industries.
10. RectorSeal Corporation (The).
11. Specified Technologies Inc.

12. 3M Fire Protection Products.
13. Tremco.
14. United States Gypsum Company.

2.2 FIRESTOP SYSTEMS

- A. Compatibility: Provide firestop systems that are compatible with the substrates forming openings, and with the items, if any, penetrating firestop systems, under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Accessories: Provide accessories required to install fill materials that comply with requirements of tested assemblies, are approved by qualified testing and inspecting agency that performed testing, and are specified by manufacturer of tested assemblies. Accessories include, but are not limited to, the following:
 1. Permanent forming/damming/backing materials.
 - a. Slag-/rock-wool-fiber insulation.
 - b. Sealants used in combination with other forming/damming/backing materials to prevent leakage of fill materials in liquid state.
 - c. Fire-rated form board.
 - d. Fillers for sealants.
 2. Temporary forming materials.
 3. Substrate primers.
 4. Collars.
 5. Steel sleeves.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install through-penetration firestop systems to comply with "Performance Requirements" Article and firestop system manufacturer's written installation instructions and published drawings for products and applications indicated.
- B. Clean openings immediately before installing firestop systems.
 1. Remove foreign materials that could interfere with adhesion of firestop systems.
 2. Remove laitance and form-release agents from concrete.
 3. Produce clean, sound surfaces capable of developing optimum bond with firestop systems. Remove loose particles remaining from cleaning operation.
- C. Priming: Prime substrates when recommended in writing by firestop system manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not spill primers or allow them to migrate onto adjoining surfaces.
- D. Masking Tape: Use masking tape where required to prevent contact of firestopping with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove firestopping smears. Remove tape immediately after installation without disturbing firestopping seal.
- E. Accessories: Install accessories of types required to support fill materials during their application and in the position necessary to produce cross-sectional shapes and depths required to achieve fire ratings indicated.

1. After installing fill materials, remove combustible forming materials and other accessories that are not permanent components of firestop systems.

F. Install fill materials for firestop systems by proven techniques.

1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
3. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

G. Clean excess fill materials adjacent to openings as installation progresses by methods and with cleaning materials that are approved in writing by manufacturers and that do not damage materials in which openings occur.

3.2 FIELD QUALITY CONTROL

- A. Do not cover up firestop system installations that will become concealed behind other construction until inspecting agency and building inspector, if required by authorities having jurisdiction, have examined each installation.
- B. Inspecting agency will state in each report whether inspected firestop systems comply with or deviate from requirements.
- C. Enclosing firestop systems with other construction only after inspection reports are issued.
- D. Where deficiencies are found, repair or replace firestop systems to comply with requirements.

3.3 THROUGH-PENETRATION FIRESTOP SYSTEM SCHEDULE

- A. Where UL-classified systems are indicated, they refer to the alpha-alpha-numeric designations listed in UL's "Fire Resistance Directory" under product Category XHEZ. Where ITS-listed systems are indicated, they refer to the design numbers listed in ITS's "Directory of Listed Products," "Firestop Systems" Section. Comply with local building code requirements regarding type of Firestop material to use and its application.

END OF SECTION 07841

SECTION 08520 - ALUMINUM WINDOWS

1.1 GENERAL

- A. This Section includes Commercial Grade aluminum windows of the performance class indicated.
- B. Replace windows where indicated. Work includes all labor and materials required to complete the replacement. Bidders are advised to visit the site and satisfy themselves with the existing conditions. Specifications are designed as a guide for potential bidders. Plans are intended to give locations and quantities of all windows to be replaced. All sizes (in existing openings) must be determined by the Contractor. Window elevations are provided for contractor information. Contractor must coordinate fabrication of appropriate window sizes and any required trim assemblies with manufacturer.
- C. Performance Requirements: Provide windows engineered, fabricated, and installed to withstand normal thermal movement, wind loading, and impact loading without failure, as demonstrated by testing manufacturer's standard window assemblies representing types, grades, classes, and sizes required for Project according to test methods indicated.
- D. Testing shall demonstrate compliance with requirements indicated in AAMA 101 for air infiltration, water penetration, and structural performance for type, grade, and performance class of windows required. Where required design pressure exceeds the minimum for the specified window grade, comply with AAMA 101, Section 3, "Optional Performance Classes."
- E. Test Criteria: Testing shall be performed by a qualified independent testing agency based on the following criteria:
 1. Design wind velocity at Project site is 90 mi./hr.
 2. Heights of window units above grade at window centerline are indicated on or can be determined from the Drawings. Consult with the Architect, if necessary, to confirm required loading and test pressures.
 3. Test Procedures: Test window units according to ASTM E 283 for air infiltration, ASTM E 547 for water penetration, and ASTM E 330 for structural performance.
- F. Submittals: Submit the following:
 1. Product Data for each type of window required, including construction details and fabrication methods; profiles and dimensions of individual components; data on hardware, accessories, and finishes. Include recommendations for maintaining and cleaning exterior surfaces.
 2. Shop Drawings showing fabrication and installation of each type of window required. Include layout and installation details, elevations at 1/4 inch = 1 foot (1:50) scale, typical window unit elevations at 3/4 inch = 1 foot (1:20) scale, and full-size section details of typical composite members.
 3. Samples for initial color selection on 12-inch- (300-mm-) long sections of window members. Where finishes involve normal color variations, include Sample sets showing the full range of variations expected.
 4. Test reports from a qualified independent testing agency indicating that each type, grade, and size of window unit complies with performance requirements indicated. Test results based on use of down-sized test units will not be accepted.
 5. Product data on sealants along with sample tubes and color charts.
 6. Product data and sample mini-blind along with color charts.

H. Manufacture's Warranties:

1. Windows: warrant for one (1) year against defects in material or workmanship under normal use.
2. Insulating glass units: warrant seal for five (5) years against visual obstruction from film formation or moisture collection between internal glass surfaces, excluding that caused by glass breakage or abuse.
3. Paint finish: warrant for ten (10) years against chipping, peeling, cracking, chalking, or fading.

1.2 PRODUCTS

A. Manufacturers: The following manufacturer's product is the basis of design. Provide the specified products or an equal product meeting or exceeding all performance criteria of the specified product.

1. Window Alternate: Northern Building Products 1 (201) 943 6400: per the following performance specifications.
2. Refer to Substitutions, Section 01631 for substitution requirements and procedures.

B. TRACO Model NX-640 single slide horizontal sliding thermal aluminum window as manufactured by Three River Aluminum Company, or approve equal. Note: Vinyl windows of any type or manufacturer will not be acceptable – only all aluminum construction will be accepted. Windows shall conform to AAMA HS-C50 or better specifications in ANSI/AAMA 101, standard test size window and meet the following minimum performance characteristics.

1. Air Infiltration: When a standard test size window is tested per ASTM E283-04, the rate shall not exceed 0.30 cfm/square ft. of sash perimeter at a static air pressure difference of 6.2 PSF.
2. Water Resistance: When a standard test size window is tested per ASTM E547-00 and ASTM E331-00, there shall be no water leakage at a static air pressure difference of 10.00 PSF.
3. Uniform Load Structural Test: When a standard test size window is tested per ASTM E330-02 at a static air pressure difference of 75.00 PSF, there shall be no glass breakage or other damage which would cause the window to be inoperable, and permanent deformation of any frame or sash member shall not exceed 0.30% of its span.
4. Condensation Resistance Factor (CRF): When a standard test size window is tested per NFRC 500-04, (7/8" insulating glass made with 1/8" clear exterior glass lite, thermoplastic butyl spacer, argon gas, and 1/8" glass with soft coat low E coating on the #3 surface of the interior lite) the CRF shall not be less than 35 (frame) and 35 min. (glass). (Note this performance criteria does not necessarily describe the specified glazing and coating for this project, but rather serves as a window manufacturer performance minimum for the stated test window. Refer to the produce specifications for glazing requirements).
5. Thermal Transmittance (CONDUCTIVE U VALUE): When a standard test size window (48"x60"), 7/8" insulating glass made with 1/8" glass with soft coat low E coating on the #2 surface of the exterior lite, thermoplastic butyl spacer, argon gas, and 1/8" glass with a hard coat low E coating on the #4 surface of the interior lite is tested per AAMA NFRC 102-04, the UC shall not exceed 0.38 BTU/HR/SQ.FT/F. And when tested per NFRC 100-04, the UC shall not exceed 0.38 BTU/HR/SQ.FT/F. (Note this performance criteria does not necessarily describe the specified glazing and coating for this project, but rather serves as a window manufacturer performance minimum for the stated test window. Refer to the produce specifications for glazing requirements).
6. Glass: 1/8" – 1/8" annealed insulated, low-E on glass surface #3. Both lites clear except where indicated on drawings. Extruded thermoplastic butyl with integrated desiccant, black. Secondary seal shall be silicone. Airspace fill argon. Tempered glass both lites in locations where indicated

and required by local building codes and where indicated on drawings. Conformance to ASTM E 2190-02 dual-seal durability with IGCC certification label on air spacer.

7. Aluminum Extrusions: Commercial quality 6063-T5 alloy and temper recommended for strength, corrosion resistance and application of required finish, but not less than 22,000 psi (150 MPa) ultimate tensile strength and not less than 0.062" (1.6 mm) thick in any location for main frame and sash members.
8. Hardware: two nylon wheel housings per sash with two ball bearing brass wheels per housing; wheel housings mounted in fabricated slots in the bottom rail of each sash; one zinc automatic handle/ lock mounted with stainless steel screws to engage keeper slot on meeting stiles; one aluminum automatic handle/clock with finish to match window in color and performance on the interior of the stile of the exterior secondary sash to engage the frame jamb when the exterior secondary sash is in the closed position; anti-lift block mounted above each sash in frame head to prevent sash removal from exterior first floor windows. Provide removable resilient sash stop at head to prevent either sash from being opened more than 12" clear except where windows are installed in openings located less than 4 stories above grade, where no stop shall be installed.
9. Weatherstripping: Secured in extruded ports; double rows on sash perimeters; pile conforming to AAMA 701/702-04 with polypropylene center fin.

C. TRACO fixed thermal aluminum window as manufactured by Three River Aluminum Company, or approved equal. Note: Vinyl windows of any type or manufacturer will not be accepted – only all aluminum construction will be accepted. Fixed units shall be compatible with operable units and manufactured the same company.

If using TRACO windows, use the following compatible fixed window units:

- NX-5400 (SH) = NX-7400 (fixed)
- NX-640 (HS) = NX-740 (fixed)

1. Air Infiltration: When a standard test size window is tested per ASTM E283-04, the rate shall not exceed 0.10 cfm/square ft. of sash perimeter at a static air pressure difference of 6.2 PSF.
2. Water Resistance: When a standard test size window is tested per ASTM E547-00 and ASTM E331-00, there shall be no water leakage at a static air pressure difference of 10.00 PSF.
3. Uniform Load Structural Test: When a standard test size window is tested per ASTM E330-02 at a static air pressure difference of 75.00 PSF, there shall be no glass breakage or other damage which would cause the window to be inoperable, and permanent deformation of any frame or sash member shall not exceed 0.30% of its span.
4. Condensation Resistance Factor (CRF): When a standard test size window is tested per NFRC 500-04, (7/8" insulating glass made with 1/8" clear exterior glass lite, thermoplastic butyl spacer, argon gas, and 1/8" glass with soft coat low E coating on the #3 surface of the interior lite) the CRF shall not be less than 35 (frame) and 35 min. (glass). (Note this performance criteria does not necessarily describe the specified glazing and coating for this project, but rather serves as a window manufacturer performance minimum for the stated test window. Refer to the product specifications for glazing requirements).
5. Thermal Transmittance (CONDUCTIVE U VALUE): When a standard test size window (48"x60"), 7/8" insulating glass made with 1/8" glass with soft coat low E coating on the #2 surface of the exterior lite, thermoplastic butyl spacer, argon gas, and 1/8" glass with a hard coat low E coating on the #4 surface of the interior lite is tested per AAMA NFRC 102-04, the UC shall not exceed 0.36 BTU/HR/SQ.FT/F. And when tested per NFRC 100-04, the UC shall not exceed 0.36 BTU/HR/SQ.FT/F. (Note this performance criteria does not necessarily describe the

specified glazing and coating for this project, but rather serves as a window manufacturer performance minimum for the stated test window. Refer to the produce specifications for glazing requirements).

6. Glass: 1/8" – 1/8" annealed insulated, low-E on glass surface #3. Both lites clear except where indicated on drawings. Extruded thermoplastic butyl with integrated desiccant, black. Secondary seal shall be silicone. Airspace fill plain air. Tempered glass both lites in locations where indicated and required by local building codes and where indicated on drawings. Conformance to ASTM E 2190-02 dual-seal durability with IGCC certification label on air spacer.
7. Aluminum Extrusions: Commercial quality 6063-T5 alloy and temper recommended for strength, corrosion resistance and application of required finish, but not less than 22,000 psi (150 MPa) ultimate tensile strength and not less than 0.062" (1.6 mm) thick in any location for main frame and sash members.

D. Fabrication: Window units to comply with indicated standards. Include a complete system for assembly of components and anchorage of window units. Head and sill coped and fastened to jambs with stainless steel screws at each corner. Sashes shall be capable of being disassembled and reglazed/ repaired in the field. Sashes shall have integral extruded pull-down/ lift rails with mechanical meeting rail interlock. Frame sill shall have weep holes covered with weep covers for drainage. Corners sealed by window manufacturer with sealants complying with AAMA 800-07.

E. Thermally Improved Construction: Fabricate window units with an integral, concealed, low-conductance, thermal barrier, between exterior materials and window members exposed on interior, in a manner that eliminates direct metal-to-metal contact.

1. Weep holes and internal passages to conduct infiltrating water to exterior. Weep holes to include weep doors, baffles and other water control design features recommended by manufacturer.
2. Muntins: (where indicated on drawings) Provide extruded aluminum or roll-formed aluminum; with exposed surfaces finished to match window exterior and interior colors; concealed fasteners; designed for unrestricted expansion and contraction. Cross-section profile, pattern and material chosen from manufacturer's standards. Locate muntins between the two glass lites.
3. Glazing Stops: Screw-applied or snap-on glazing stops. Finish to match windows.

F. Finishes: Comply with NAAMM "Metal Finishes Manual." Finish designations prefixed by AA conform to the system established by the Aluminum Association for designating aluminum finishes.

1. Baked-Enamel Finish: Factory applied baked enamel complying with paint manufacturer's specifications for cleaning, conversion coating, and painting.
2. Exterior Coating: Thermosetting, fluoropolymer system complying with AAMA 2605-05 with a minimum dry film thickness of 1.2 mils, medium gloss. PPG DuranarTM or approved equal.
 - a. Color: To be selected by Architect from mfg. standard colors.
3. Interior Coating: Thermosetting, acrylic resin system complying with AAMA 2603-02 with a minimum dry film thickness of 0.8 mils, medium gloss. PPG DuracronTM or approved equal.
4. Color: To be selected by Architect from mfg. standard colors.

G. Fasteners: Aluminum, nonmagnetic stainless steel, epoxy adhesive, or other materials warranted to be noncorrosive and compatible with window members, trim, hardware, anchors, and other components:

1. Where fasteners screw anchor into aluminum less than 0.125 inch (3.2 mm) thick, reinforce interior with aluminum or nonmagnetic stainless steel to receive screw threads or provide standard, noncorrosive, pressed-in, splined grommet nuts.
2. Except for application of hardware, do not use exposed fasteners. For application of hardware, use fasteners that match finish of member or hardware being fastened, as appropriate.
3. Anchors, Clips, and Window Accessories: Aluminum, nonmagnetic stainless steel, or zinc-coated steel complying with ASTM B 633 and of sufficient strength to withstand design pressure indicated.

H. Accessories: Manufacturer's standard accessories that comply with indicated standards.

1. Insect Screens: For each operable exterior sash or ventilator. Locate on inside or outside of window, depending on window type. All screens shall be labeled "For Insect Control Only – Not a Safety Device – Will Not Prevent Falls" or similar language.

- a. Wire-Fabric Insect Screen: 18-by-18 (1.1-by-1.1-mm), 18-by-16 (1.1-by-1.3-mm), or 18-by-14 (1.1-by-1.5-mm) mesh of 0.013-inch- (0.3-mm-) diameter, coated aluminum wire, complying with FS RR-W-365, Type VII.
- b. Screen Frames: Tubular-shaped, extruded- or formed-aluminum members of 0.045-inch minimum wall thickness, with mitered or coped joints and concealed mechanical fasteners. Finish frames to match window units. Provide removable PVC spline-anchor concealing edge of screen frame.

I. Window Stools: Where existing stools are damaged during installation replace to match existing marble material. Replacements shall match the existing as closely as possible in; size, shape and color.

J. Sealants:

1. Exterior – 1-part urethane, Type S, Grade NS, Class 25, Uses NT, M, G, A and O. Color to match window color.
2. Interior – Acrylic sealant complying with ASTM C 834. Color to match window color.

K. Installation Accessories: Factory finished matching window color.

1. Material: Extruded aluminum; nominal 0.062" wall; with concealed fasteners; required weatherseals; designed for unrestricted thermal expansion and contraction.
2. Exterior: Refer to drawings for additional details. Trim may consist of wrap around panning or two-piece receptor with nylon strip thermal break.
3. Interior: Refer to drawings for additional details. Trim may consist of wrap around panning or two-piece receptor with nylon strip thermal break.
4. Foam Insulation – low-expansion, open-cell spray foam.

L. Attic Stock – Extra Materials: Provide the following components as attic stock. Deliver to a location designated by the Architect. Include the cost of these materials in the Base Bid.

1. Horizontal slider windows –
 - a. 10 sash locks
 - b. 10 roller assemblies

1.3 EXECUTION

- A. Inspection: Inspect openings before installation. Verify that rough opening is correct and sill plate is level. Level and shim as required. Contractor fully responsible for determining the proper window size, configuration, trim and accessories required for a full and complete window installation.
- B. Relocate tenant furnishings and window treatments to accomplish the work. Protect tenant furnishings from damage and dust/ debris.
- C. Remove existing windows and trim to the substrate without damaging interior or exterior finishes. Prepare substrate for installation of new window units. Do not leave window opening unattended until new window units have been installed and secured. Provide safety barricades or other measures to protect individuals from fall hazards. Erect barricades and other implement other safety measures to protect people and property outside and below the work area from falling debris.
- D. Reuse existing stools and sills except where the existing sill or stool is damaged or missing. Provide replacement stools in accordance with this specification. Where a sill is missing or previously damaged, inform the Architect. The Allowance may be used allowance only after authorization by Architect.
- E. Installation: Installation shall be performed by skilled craftspeople demonstrating a successful 5 years or more history of installing windows. Proof of experience may be required by the Architect prior to allowing installers to perform the work. Comply with manufacturer's recommendations for installing window units, hardware, operators, and other components. Where the existing stool is indicated to remain, protect from damage and clean/ paint (see drawing notes) after completion of window installation. Set windows plumb, level, and true to line, without warp or rack of frames or sash. Anchor securely in place in accordance with window manufacturer's printed instructions and in a manner that will support all imposed loads.
 - a. Provide and install all interior and exterior trim and paning required for a complete installation. At the Contractor's option he may re-use any existing trim, paning or snap-trim; provided that the finished product is not dented, scratched, distorted or otherwise imperfect.
 - b. Leave the window frame and caulk in place and not disturbed. Provide exterior attached paning or extended exterior flange and interior snap trim and clip as required to encapsulate the frame and caulk.
 - c. Cover, or remove all the existing window: caulking, existing window jamb members and accessories.
 - d. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action.
 - e. Install head flashing per details.
 - f. Fully fill the void between the window frame and the rough opening with low-expansion spray foam insulation (open-cell, non-CFC aerosol).
 - g. Set sill members and other members in a bed of sealant, insulation, or with joint fillers or gaskets to provide weathertight construction. Caulk and seal interior joints with acrylic based caulking suitable for painting and exterior joints with 1-part urethane sealant. All sealants shall be approved by Architect.
 - h. Install insulated panels where indicated.
 - i. Provide and install insect screens only in operable sash locations.
 - j. Provide minimum clear area for egress in all locations.
- F. Adjust operating sash and hardware to provide tight fit at contact points and weatherstripping for smooth operation and a weathertight closure.
- G. Clean aluminum promptly after installing windows. Avoid damage to finishes. Remove excess glazing and sealant compounds, dirt, and other substances. Lubricate hardware and other moving parts.
- H. Clean glass (interior and exterior) of preglazed units promptly after installing windows.
- I. Repair interior and exterior masonry, concrete, drywall, plaster or wood surfaces damaged during this work and paint to match existing.
- J. Protect installed aluminum windows to ensure that they are without damage or deterioration at the time of Substantial Completion.
- K. Re-install the existing window treatments, including any shades and curtains removed to accomplish this work.

END OF SECTION 08520

SECTION 09912 - PAINTING (PROFESSIONAL LINE PRODUCTS)

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes surface preparation and field painting of exposed exterior and interior items and surfaces.

1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Samples: For each type of finish-coat material indicated.

1.3 QUALITY ASSURANCE

- A. Benchmark Samples (Mockups): Provide a full-coat benchmark finish sample for each type of coating and substrate required.
 1. Wall Surfaces: Provide samples on at least 100 sq. ft. (9 sq. m).
 2. Small Areas and Items: Architect will designate items or areas required.
 3. Final approval of colors will be from benchmark samples.

1.4 PROJECT CONDITIONS

- A. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain storage containers in a clean condition, free of foreign materials and residue.
- B. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F (10 and 32 deg C).
- C. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F (7 and 35 deg C).
- D. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

1.5 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
 1. Quantity: 5 percent, but not less than 1 gal. (3.8 L) or 1 case, as appropriate, of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers' Names:

1. Benjamin Moore & Co. (Benjamin Moore).
2. Coronado Paint Company (Coronado).
3. ICI Paint Stores, Inc. (Dulux Paint).
4. Kelly-Moore Paint Co. (Kelly-Moore).
5. M. A. Bruder & Sons, Inc. (M. A. B. Paint).
6. PPG Industries, Inc. (Pittsburgh Paints).
7. Sherwin-Williams Co. (Sherwin-Williams).
8. Or approved equal

2.2 PAINT MATERIALS, GENERAL

A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.

C. Colors: As selected by Architect from manufacturer's full range.

2.3 PREPARATORY COATS

A. Exterior Primer: Exterior alkyd or latex-based primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.

1. Ferrous-Metal and Aluminum Substrates: Rust-inhibitive metal primer.
2. Zinc-Coated Metal Substrates: Galvanized metal primer.
3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.

B. Interior Primer: Interior latex-based or alkyd primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.

1. Ferrous-Metal Substrates: Quick drying, rust-inhibitive metal primer.
2. Zinc-Coated Metal Substrates: Galvanized metal primer.
3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.

2.4 EXTERIOR FINISH COATS

A. Exterior Flat Acrylic Paint:

1. Benjamin Moore; Moorcraft Super Spec Flat Latex House Paint No. 171.
2. Coronado; 8-Line Supreme Acrylic Latex Flat.
3. Dulux Paint; 2200-XXXX Dulux Professional Exterior 100 Percent Acrylic Flat Finish.
4. Kelly-Moore; 1205 Color Shield Exterior Flat Acrylic House Paint.
5. M. A. B. Paint; Fresh Kote Latex House Paint 409 Line.
6. Pittsburgh Paints; 6-600 Series SpeedHide Exterior House Paint Flat Latex.

7. Sherwin-Williams; A-100 Exterior Latex Flat House & Trim Paint A6 Series.
8. or approved equal.

B. Exterior Low-Luster Acrylic Paint:

1. Benjamin Moore; Moorcraft Super Spec Low Lustre Latex House Paint No. 185.
2. Coronado; 408-Line Supreme Acrylic Satin Exterior.
3. Dulux Paint; 2402-XXXX Dulux Professional Exterior 100 Percent Acrylic Satin Finish.
4. Kelly-Moore; 1245 Acry-Velvet Exterior Low Sheen Acrylic Finish.
5. M. A. B. Paint; Fresh Kote Latex Eggshell 405 Line.
6. Pittsburgh Paints; 6-2000 Series SpeedHide Exterior House & Trim Satin--Acrylic Latex.
7. Pittsburgh Paints; 90-400 Series Pitt-Tech One Pack High Performance Waterborne Satin DTM Industrial Enamels.
8. Sherwin-Williams; A-100 Exterior Latex Satin House & Trim Paint A82 Series.
9. Or equal

C. Exterior Semigloss Acrylic Enamel:

1. Benjamin Moore; Moorcraft Super Spec Latex House & Trim Paint No. 170.
2. Coronado; 12-Line Supreme Acrylic Semi-Gloss.
3. Dulux Paint; 2406-XXXX Dulux Professional Exterior 100 Percent Acrylic Semi-Gloss Finish.
4. Kelly-Moore; 1250 Acry-Lustre Exterior Semi-Gloss Acrylic Finish.
5. M. A. B. Paint; Sea Shore/Four Seasons Acrylic Latex Trim Enamel 024 Line.
6. Pittsburgh Paints; 6-900 Series SpeedHide Exterior House & Trim Semi-Gloss Acrylic Latex Paint.
7. Sherwin-Williams; A-100 Latex Gloss A8 Series.
8. Or equal

D. Exterior Full-Gloss Acrylic Enamel for Concrete, Masonry, and Wood:

1. Benjamin Moore; Moore's IMC Acrylic Gloss Enamel M28.
2. Coronado; 414 Super Kote 5000 Acrylic Gloss Enamel.
3. Dulux Paint; 3028-XXXX Dulux Interior/Exterior Acrylic Gloss Finish.
4. Kelly-Moore; 1780 Kel-Guard Acrylic Gloss Enamel.
5. M. A. B. Paint; Rust-O-Lastic Gloss Acrylic (DTM) Maintenance Finish 043 Line.
6. Pittsburgh Paints; 90 Line Pitt-Tech One Pack Interior/Exterior High Performance Waterborne High Gloss DTM Industrial Enamels.
7. Sherwin-Williams; DTM Acrylic Coating Gloss (Waterborne) B66W100 Series.
8. Sherwin-Williams; SuperPaint Exterior High Gloss Latex Enamel A85 Series.
9. Or equal

E. Exterior Full-Gloss Acrylic Enamel for Ferrous and Other Metals:

1. Benjamin Moore; Moore's IMC Acrylic Gloss Enamel M28.
2. Coronado; 80 Line Rust Scat Acrylic Latex High Gloss Enamel.
3. Dulux Paint; 3028-XXXX Dulux Interior/Exterior Acrylic Gloss Finish.
4. Kelly-Moore; 5780 DTM Acrylic Gloss Enamel.
5. M. A. B. Paint; Rust-O-Lastic Gloss Acrylic (DTM) Maintenance Finish 043 Line.
6. Pittsburgh Paints; 90-300 Series Pitt-Tech One Pack Interior/Exterior High Performance Waterborne High Gloss DTM Industrial Enamels.
7. Sherwin-Williams; DTM Acrylic Coating Gloss (Waterborne) B66W100 Series.
8. Or equal.

F. Exterior Full-Gloss Alkyd Enamel:

1. Benjamin Moore; Moore's IMC Urethane Alkyd Enamel M22.
2. Coronado; 123 Line Super Kote 5000 High Gloss Alkyd Enamel.
3. Dulux Paint; 4308-XXXX Devguard Alkyd Industrial Gloss Enamel.
4. Kelly-Moore; 1700 Kel-Guard Gloss Alkyd Rust Inhibitive Enamel.
5. M. A. B. Paint; Rust-O-Lastic Finish Coating 074 Line.
6. Pittsburgh Paints; 7-814 Pittsburgh Paints Industrial Gloss-Oil Interior/Exterior Enamel.
7. Sherwin-Williams; Industrial Enamel B-54 Series.
8. Or Equal

2.5 INTERIOR FINISH COATS

- A. Interior Flat Acrylic Paint:
 - 1. Benjamin Moore; Moorecraft Super Spec Latex Flat No. 275.
 - 2. Coronado; 28 Line Super Kote 5000 Latex Flat Paint.
 - 3. Dulux Paint; 1200-XXXX Dulux Professional Velvet Matte Interior Flat Latex Wall & Trim Finish.
 - 4. Kelly-Moore; 450 Pro-Wall Interior Flat Latex Wall Paint.
 - 5. M. A. B. Paint; Fresh Kote Latex Flat 402 Line.
 - 6. Pittsburgh Paints; 6-70 Line SpeedHide Interior Wall Flat-Latex Paint.
 - 7. Sherwin-Williams; ProMar 200 Interior Latex Flat Wall Paint B30W200 Series.
 - 8. Or Equal
- B. Interior Flat Latex-Emulsion Size:
 - 1. Benjamin Moore; Moorecraft Super Spec Latex Flat No. 275.
 - 2. Coronado; 28 Line Super Kote 5000 Vinyl Latex Flat Wall.
 - 3. Dulux Paint; 1200-XXXX Dulux Professional Velvet Matte Interior Flat Latex Wall & Trim Finish.
 - 4. Kelly-Moore; 450 Pro-Wall Interior Flat Latex Wall Paint.
 - 5. M. A. B. Paint; Fresh Kote Latex Flat 402 Line.
 - 6. Pittsburgh Paints; 6-70 Line SpeedHide Interior Wall Flat-Latex Paint.
 - 7. Sherwin-Williams; ProMar 200 Interior Latex Flat Wall Paint B30W200 Series.
 - 8. Or Equal
- C. Interior Low-Luster Acrylic Enamel:
 - 1. Benjamin Moore; Moorecraft Super Spec Latex Eggshell Enamel No. 274.
 - 2. Coronado; 30-Line Super Kote 5000 Latex Eggshell Enamel.
 - 3. Dulux Paint; 1402-XXXX Dulux Professional Acrylic Eggshell Interior Wall & Trim Enamel.
 - 4. Kelly-Moore; 1610 Sat-N-Sheen Interior Latex Low Sheen Wall and Trim Finish.
 - 5. Kelly-Moore; 1686 Dura-Poxy Eggshell Acrylic Enamel.
 - 6. M. A. B. Paint; Fresh Kote Latex Satin Eggshell Enamel 405 Line.
 - 7. Pittsburgh Paints; 6-400 Series SpeedHide Eggshell Acrylic Latex Enamel.
 - 8. Sherwin-Williams; ProMar 200 Interior Latex Egg-Shell Enamel B20W200 Series.
 - 9. Or Equal
- D. Interior Semigloss Acrylic Enamel:
 - 1. Benjamin Moore; Moorecraft Super Spec Latex Semi-Gloss Enamel No. 276.
 - 2. Coronado; 32-Line Super Kote 5000 Latex Semi-Gloss Enamel.
 - 3. Dulux Paint; 1406-XXXX Dulux Professional Acrylic Semi-Gloss Interior Wall & Trim Enamel.
 - 4. Kelly-Moore; 1649 Acrylic-Latex Semi-Gloss Enamel.
 - 5. Kelly-Moore; 1685 Dura-Poxy Semi-Gloss Acrylic Enamel.
 - 6. M. A. B. Paint; Fresh Kote Latex Semi-Gloss 410 Line.
 - 7. Pittsburgh Paints; 6-500 Series SpeedHide Interior Semi-Gloss Latex.
 - 8. Sherwin-Williams; ProMar 200 Interior Latex Semi-Gloss Enamel B31W200 Series.
 - 9. Or Equal
- E. Interior Full-Gloss Acrylic Enamel:
 - 1. Benjamin Moore; Moore's IMC Acrylic Gloss Enamel No. M28.
 - 2. Coronado; 414 Line Super Kote 5000 Acrylic High Gloss Enamel.
 - 3. Dulux Paint; 3028-XXXX Dulux Interior/Exterior Acrylic Gloss Finish.
 - 4. Kelly-Moore; 1680 Dura-Poxy Gloss Acrylic Enamel.
 - 5. M. A. B. Paint; Rich Lux Architectural High Gloss Latex Enamel 022-127 Line.
 - 6. Pittsburgh Paints; 6-8534 SpeedHide Interior Latex 100 Percent Acrylic Gloss Enamels.
 - 7. Pittsburgh Paints; 90-374 Pitt-Tech One Pack Interior/Exterior High Performance Waterborne High Gloss DTM Industrial Enamel.
 - 8. Sherwin-Williams; ProMar 200 Interior Latex Gloss Enamel B21W201.
 - 9. Or Equal
- F. Interior Semigloss Alkyd Enamel:
 - 1. Benjamin Moore; Moorecraft Super Spec Alkyd Semi-Gloss Enamel No. 271.

2. Coronado; 27-Line Super Kote 5000 Alkyd Semi-Gloss Enamel.
3. Dulux Paint; 1516-XXXX Ultra-Hide Alkyd Semi-Gloss Interior Wall & Trim Enamel.
4. Kelly-Moore; 1630--Kel-Cote Interior Alkyd Semi-Gloss Enamel.
5. M. A. B. Paint; Fresh Kote Semi-Gloss 403 Line.
6. Pittsburgh Paints; 6-1110 Series SpeedHide Interior Enamel Wall & Trim Semi-Gloss Oil.
7. Sherwin-Williams; ProMar 200 Interior Alkyd Semi-Gloss Enamel B34W200 Series.
8. Or Equal

G. Interior Full-Gloss Alkyd Enamel for Gypsum Board and Plaster:

1. Benjamin Moore; Moore's IMC Urethane Alkyd Enamel No. M22.
2. Coronado; 123 Line Super Kote 5000 High Gloss Alkyd Enamel.
3. Dulux Paint; 4308-XXXX Devguard Alkyd Industrial Gloss Enamel.
4. Kelly-Moore; 1700 Kel-Guard Gloss Alkyd Rust Inhibitive Enamel.
5. M. A. B. Paint; Rich Lux Architectural Bright White Enamel 026-127 Line.
6. Pittsburgh Paints; 7-814 Series Pittsburgh Paints Industrial Gloss-Oil Interior/Exterior Enamel.
7. Sherwin-Williams; ProMar 200 Alkyd Gloss Enamel B35W200 Series.
8. Or Equal

H. Interior Full-Gloss Alkyd Enamel for Wood and Metal Surfaces:

1. Benjamin Moore; Moore's IMC Urethane Alkyd Enamel No. M22.
2. Coronado; 123 Line Super Kote 5000 High Gloss Alkyd Enamel.
3. Dulux Paint; 4308-XXXX Devguard Alkyd Industrial Gloss Enamel.
4. Kelly-Moore; 1630--Kel-Cote Interior Alkyd Semi-Gloss Enamel.
5. M. A. B. Paint; Rich Lux Architectural Bright White Enamel 026-127 Line.
6. Pittsburgh Paints; 7-814 Series Pittsburgh Paints Industrial Gloss-Oil Interior/Exterior Enamel.
7. Sherwin-Williams; ProMar 200 Alkyd Gloss Enamel B35W200 Series.
8. Or Equal.

PART 3 - EXECUTION

3.1 APPLICATION

A. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

B. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.

C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.

1. Provide barrier coats over incompatible primers or remove and reprime.
2. Cementitious Materials: Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
3. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
 - a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 - b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and back sides of wood, including cabinets, counters, cases, and paneling.
 - c. If transparent finish is required, backprime with spar varnish.

- d. Backprime paneling on interior partitions where masonry, plaster, or other wet wall construction occurs on back side.
- e. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.
- 4. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
 - a. Blast steel surfaces clean as recommended by paint system manufacturer and according to SSPC-SP 6/NACE No. 3.
 - b. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
 - c. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.
- 5. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.

D. Material Preparation:

- 1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
- 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.

E. Exposed Surfaces: Include areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.

- 1. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
- 2. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
- 3. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
- 4. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
- 5. Finish interior of wall and base cabinets and similar field-finished casework to match exterior.

F. Sand lightly between each succeeding enamel or varnish coat.

G. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

- 1. Omit primer over metal surfaces that have been shop primed and touchup painted.
- 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.

H. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.

I. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.

J. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces.

K. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.

L. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat

primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.

- M. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- N. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks, orange peel, nail holes, or other surface imperfections.
- O. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.

3.2 CLEANING AND PROTECTING

- A. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
- B. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- C. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
 - 1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces.

3.3 LOCATIONS OF PAINTING WORK

- A. Painting is included in each bid package as indicated on the drawings and as follows:
 - 1. Bid Package #1
 - a. Steel Window and Door Lintels: Exterior Paint color to match adjacent masonry color.
 - b. Exterior Doors: Exterior Paint color to match adjacent masonry color. Interior Paint color to match exterior color
 - c. Paint Interior areas adjacent to window and door installation to match adjacent wall color and finish.
 - 2. Bid Package #2
 - a. Paint any surfaces resulting from component installation to match existing wall color and finish.
 - b. Paint all surfaces that are not prefinished.
 - 3. Bid Package #3
 - a. Ceiling and Wall areas exposed by lighting fixture replacement: Interior Paint color and type to match adjacent finish. Blend painted area into adjacent surface. Touch-up painted walls and ceilings adjacent to fixtures to cover removal damage or to cover exposed un-painted surfaces if the new fixture is smaller in size than the existing. Paint to match existing painted surface as closely as possible.
 - b. Paint any surfaces resulting from component installation to match existing wall color and finish.
 - 4. Bid Package #4:
 - a. Paint any surfaces resulting from component installation to match existing wall color and finish.

3.4 EXTERIOR PAINT SCHEDULE – Note: Apply 1 primer coat and 1 finish coat at all surfaces, provided uniform coverage is achieved. If uniform coverage is not achieved, provide 2 finish coats.

A. Wood Trim:

1. Acrylic-Enamel Finish: One finish coat over a primer.
 - a. Primer: Exterior wood primer for acrylic enamels.
 - b. Finish Coats: Exterior semigloss acrylic enamel.

B. Ferrous Metal:

1. Acrylic Finish: One finish coat over a rust-inhibitive primer.
 - a. Primer: Exterior ferrous-metal primer (not required on shop-primed items).
 - b. Finish Coats: Exterior semigloss acrylic enamel.

C. Zinc-Coated Metal:

1. Acrylic Finish: One finish coat over a galvanized metal primer.
 - a. Primer: Exterior galvanized metal primer.
 - b. Finish Coats: Exterior semigloss acrylic enamel.

D. Aluminum:

1. Acrylic-Enamel Finish: One finish coat over a primer.
 - a. Primer: Exterior aluminum primer under acrylic finishes.
 - b. Finish Coats: Exterior semigloss acrylic enamel.

3.5 INTERIOR PAINT SCHEDULE – Note: Apply 1 primer coat and 1 finish coat at all surfaces, provided uniform coverage is achieved. If uniform coverage is not achieved, provide 2 finish coats.

A. Gypsum Board:

1. Acrylic Finish: One finish coat over a primer.
 - a. Primer: Interior gypsum board primer.
 - b. Finish Coats: Interior low-luster acrylic enamel.

B. Plaster:

1. Acrylic Finish: One finish coat over a primer.
 - a. Primer: Interior plaster primer.
 - b. Finish Coats: Interior low-luster acrylic enamel.

C. Wood and Hardboard:

1. Acrylic-Enamel Finish: One finish coat over a primer.
 - a. Primer: Interior wood primer for acrylic-enamel and semigloss alkyd-enamel finishes.
 - b. Finish Coats: Interior semigloss acrylic enamel.

D. Ferrous Metal:

1. Acrylic Finish: One finish coat over a primer.
 - a. Primer: Interior ferrous-metal primer.
 - b. Finish Coats: Interior semigloss acrylic enamel.

E. Zinc-Coated Metal:

1. Acrylic Finish: One finish coat over a primer.
 - a. Primer: Interior zinc-coated metal primer.
 - b. Finish Coats: Interior semigloss acrylic enamel.

END OF SECTION 09912

SECTION 15010 - MECHANICAL AND ELECTRICAL GENERAL PROVISIONS

PART 1 GENERAL

1.1 DOCUMENTS

- A. "Bidding Documents", "Contract Forms", "Division 1", apply to this Section.

1.2 SUMMARY OF WORK

- A. The provisions of this Section apply to all work necessary for and incidental to the completion of the Mechanical and Electrical Work required under Divisions 15 and 16, and any appurtenances thereto, all as shown, indicated, or noted on drawings and/or in bulletins revising or adding to such plans or specifications.

1.3 PERMITS AND REGULATIONS

- A. Contractor to give proper authorities all required notices related to this work, obtain and pay for all permits, temporary releases and license.
- B. Contractor shall strictly comply with all governing laws, rules and regulations and inspection requirements, both as to labor and materials and pay all fees in connection therewith and bear all loss from neglect thereof.
- C. Contractor shall submit all requisite documents and notices required for his work by such agencies or departments having legal jurisdiction over the work.
- D. Should anything in the plans or specifications be at variance with such rules and regulations, Contractor shall notify the Architect/ Owner's representative in writing to that effect and not proceed until the matter in question is settled. Discrepancies shall be corrected by the Contractor as required without any additional expense to the Owner.
- E. Specific mention to items exceeding code requirements shall take preference.

1.4 DRAWINGS AND SPECIFICATIONS

- A. The drawings are an outline to indicate the approximate location and arrangement of ductwork, piping and equipment. Contractor to verify all locations of existing utilities. Do not scale drawings but check measurements at site and adjust work to fit space allotted. The drawings and specifications are intended to depict the general intent of the work in scope, layout and quality of workmanship and are not intended to show or describe in minute detail all trades and accessories necessary for the proper and complete execution of the work. Provide any offsets, fittings, etc., as a part of this contract. All equipment and installation materials obviously intended to complete any system shall be furnished whether or not enumerated herein, without additional cost to the Owner.
- B. The Drawings and Specifications are complimentary and any work and material required by the drawings and not mentioned in the specifications or vice versa, shall be executed as if same were both specified and shown. In cases where drawings or specifications may not be clear, but the intention or intentions obvious, the work shall be done in as faithful and complete a manner as though covered by both.

- C. Should there be questionable omissions or conflict between Drawings and Specifications, the Contractor shall refer the matter to the Architect/Owner's representative for a decision as to method and/or material at least one week prior to submission of bid. Questions will be answered by addendum. Verbal answers will not be given. Should conflicts occur with one or another's work, during construction, the Architect and/or Engineer reserves the right to require any or all Contractors to make minor changes in pipe, duct, conduit, wiring or any equipment locations or arrangements at no additional cost to the Owner.
- D. Contractor shall take his own measurements and be responsible for same. He shall refer to Architectural, structural, special equipment and other mechanical drawings, specifications and approved prints for details, dimensions and location of other work.
- E. Contractor shall fully inform himself regarding any and all peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the contract. Exercise due and particular caution to determine that all parts of work are made quickly and easily accessible.

1.5 COMPLIANCE

- A. If from any cause, any portion or portions of the construction are not in compliance with the drawings and/or these specifications, the Contractor shall at his own expense remove and properly rebuild such portion or portions. If the Contractor does not do so at once, upon written request by the Architect/Owner's representative, the Architect/Owner's representative may cause such rejected work to be removed and to be done properly, and shall deduct the cost and expense of such replacement or repairs from the amount due or to become due the Contractor.
- B. Each Contractor shall include the cost to make any alterations and offsets of materials, pipe, conduit, etc. and of equipment as necessary to avoid installation conflicts with each other and with General Contractor's work.

1.6 SHOP DRAWINGS AND SAMPLES

- A. Each Contractor shall furnish required shop drawings, and samples for review and assume transportation costs. Work shall be completed in accordance with reviewed samples.
- B. Each Contractor shall submit for Architect's and/or the Owner's representative's final review all shop drawings, descriptive data, diagrams and brochures required for his work in ample time before manufacturers are authorized to make shipment. Submittals shall show sufficient detail to determine compliance with drawings and specifications. The Architect's/Owner's representative's review of such drawings shall not relieve the Contractor from responsibility for proper and accurate installation or erection of the work herein specified, nor from full compliance with the contract.
- C. Each Contractor shall check, approve and note any deviations in capacities, quality dimensions, etc., from drawings and specifications and so indicate by his initials on submittals prior to forwarding to Architect.
- D. Engineer's review of shop drawings shall cover general design and arrangement only. It is each Contractor's responsibility for physical dimensions of all equipment to meet allowable space.

- E. Descriptive data and shop drawings shall be grouped logically in one brochure for each item required and properly identified as to project, specification section number and label number as scheduled on the plans.
- F. Separate sheets or submittals not in compliance with the aforementioned will be returned without review for subsequent correction and resubmittal.

1.7 EQUIPMENT AND METHODS

A. General

- 1. Materials, shall be new, first class, best of their respective kind and conform to the standards of the Underwriters' Laboratories, Inc., where there is U. L. Listing, furnish only materials, apparatus and equipment so labeled. The label or listing will be accepted as evidence of conformance with this requirement.
- 2. Where more than one named material or equipment is mentioned in this specification, the first so named in this grouping is the one which the design was based upon and it thus is the preferred one. The use of the second, third, etc., named product shall place upon the Contractor the responsibility of (1) investigating the effect of these products on the project and of (2) including all costs in his bid in order to accommodate the product including any additional costs of other trades which he shall pay directly to the other trades. Also, the named second product, etc., shall place upon the Contractor responsibility for assuring proper physical dimensions, performance, capacity, etc., to meet the first named product. All such consideration shall be included in the Contractor's bid and therefore no claim for extra costs will be accepted.
- 3. Each Contractor shall bear any extra costs to his contract as well as extra costs to other phases of construction, due to acceptance of "Separate Prices" and "Substitution" materials and/or equipment.
- 4. Bidders desiring consideration for the use of material, equipment, etc., not named in the Specifications may submit Proposal for the substitution of same, using the "Substitution Sheet" attached to the Proposal form, and listing, for each proposed change (1) the item specified; (2) the substitution and (3) the change in bid price (or "no change"). Complete Specifications and description of any proposed substitution being considered for acceptance shall be furnished the Engineer promptly upon request.
- 5. Any substitution accepted must be incorporated in the formal Contract. No substitution shall be allowed subsequent to the award of the Contract.
- 6. Substitution shall not affect the determining of lowest bid.

B. Manufacturer's Directions

1. All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned, as directed by the manufacturer unless herein specified to the contrary.

C. Hoists, Rigging and Transportation

1. Each Contractor shall provide all scaffolding, staging, cribbing, tackle, hoists and rigging necessary for placing all of his materials and equipment in their proper places in the project. All temporary work shall be removed from the premises when its use is no longer required on the job.
2. Include all costs for transportation of materials and equipment to the job site and related costs.

D. Protection

1. Make delivery of material and equipment to construction site only after prior arrangement for storage and protection have been made.
2. In addition to the provisions and stipulations of the General Conditions, Contractor shall provide various types of protection as follows. Protect equipment and finished surfaces by use of drop cloths.

E. Expansion

1. All piping and conduit shall be installed throughout the project with due regard for expansion to prevent damage to the building, equipment and piping. Note, building expansion joints indicated on architectural drawings. Provide anchors, loops or approved type expansion joints where indicated or required for the accurate control of movement.
2. Branch connections to mains for heating risers, radiators and domestic hot water risers and all other piping systems shall be made with minimum of two (2) 90 degree elbows.
3. Bullhead connections in any piping service are expressly prohibited.
4. All loops, joints, compensators, etc., shall be supplemented with adequate guides as close to loops and joints as possible to preserve alignment and pitch.
5. Anchors. Provide securely supported pipe anchors where required to control expansion and contraction of piping.

F. Expansion Joints

1. Unless otherwise noted, the joints shall be packless, with stainless steel bellows and with cast iron self-equalizing rings. Expansion joints 2-1/2" and smaller may be internally guided.

2. The expansion joint shall be line pipe size. Provide pipe guides on each side of the expansion joint to prevent any lateral deflection of the piping.
3. Each joint shall be sized for minimum traverse of 1-1/2 times the possible expansion that can occur in the particular section. Assume that the piping is installed at 40 degrees F outdoor air temperature with no cold springing.

G. Thermometer - General Use

1. Thermometers shall be of the mercury in glass type with 9" Fahrenheit scale of proper range for the service shown, glass covered case, with magnified mercury column, separable well, stainless steel or monel, straight or angle mounted as required. Palmer or equal #363 or 349.
2. Thermometers shall be placed in piping at the following locations and elsewhere as noted
 - a. In domestic hot water heater and/or storage tank.

H. Pressure Gauges

1. Required on the inlet and outlet of each water pressure reducing station and where shown on the plans.
2. Gauges dial type minimum 4" diameter Palmer, Trerice or Marshalltown.

I. Motors

1. For each item of equipment requiring electric drive, contractor furnishing the item shall provide a motor having starting and running characteristics consistent with the torque and speed requirements of the driven machine. Each motor shall be rated in accordance with NEMA standard to carry its full nameplate load continuously. In general, unless otherwise specified, motors shall be of the general purpose type with open type enclosures and rated for a temperature rise of 40 degrees C with equipment drive, they shall be considered as minimums. Manufacturer furnishing motors shall in all cases verify motor horsepower with the characteristic power curves of the driven equipment. In no case shall the power requirement of the equipment furnished exceed the horsepower of the motor furnished. Advantage shall not be taken of service factors in the selection of motors.
2. Motors, 1/2HP and greater, shall have a power factor of not less than 85% under rated load conditions. For power factor, less than 85%, manufacturer shall prewire capacitor to correct to a minimum of 90% under rated load conditions. Capacitors shall be switched with motor load.
3. Motors which are shipped loose from the equipment shall be set by the Electrical Contractor unless otherwise specified.
4. Alignment of all motors factory coupled to equipment and all motors field coupled to

equipment shall be rechecked by a millwright after all piping connections have been completed and also after 48 hours of operation in designed service.

5. Motors shall be as manufactured by General Electric, Westinghouse, Century, Allis-Chalmers, Fairbanks Morse, Baldor, Gould or approved equal, unless specified otherwise hereinafter.
6. Contractors shall verify the voltage characteristics of each motor with the electrical drawings. Contractor furnishing motors shall also furnish to Electrical Contractor, approved shop drawings, plus drawings showing location where motors are to be mounted in ample time before electric conduit rough-in.
7. Motors in general, shall be polyphase squirrel-cage, 208/230 volt, induction type. Proper enclosure shall be provided according to the conditions of the installation.
8. Specific mention of special characteristics, horsepower, torque, speed and enclosure are contained in their respective Section.

J. Motor Starters and Controls

1. All motor starters shall be furnished and installed by the Electrical Contractor. Starters shall have thermal over current protection with the heater coils properly selected for the motor to be protected. In general, all starters shall be of combination type containing a motor disconnect switch as required by code.
2. All three phase starters shall have an overload element in each phase. Control transformers, both field installed and factory prewired, shall be fused.
3. Mount each item of control equipment in a NEMA Type 1 general purpose enclosure, unless otherwise specified for a specific device.
4. For 230 volt or over three phase motors, provide 115 volt control circuit transformer of sufficient size and capacity to operate starter magnetic holding coil and other relays. Mount the 115 volt control transformer in the starter enclosure.
5. Where motors are to be automatically controlled, provide an "On-Off-Automatic" selector switch in cover and for motors manually controlled, provide a "Start-Stop" button in the cover. Provide all required auxiliary contacts and noted devices.

K. Spare Fuses

1. Mechanical Contractors furnishing packaged or prewired equipment containing fuses shall provide spare fuses for total job requirement. Turn over spare fuses to Architect or his representative. Fuses will then be stored in "Spare Fuse" box in maintenance shop.
2. All fuses shall be Bussman dual element "LPN-RK" type and properly sized by equipment manufacturer.

L. Drives and Guards

1. For each item of belt driven equipment, provide an adjustable drive sheave with adjustment limits plus or minus 12-1/2 percent and based on a service factor of 1.5 as applied to the motor nameplate rating. Drives for one horsepower and over shall have at least two belts and all multiple belt sets shall be matched.
2. Provide substantial drive guard for each belt drive, secured to the equipment, enclosing full exposure of belts and drives. Enclosure to be provided with louvered openings for proper ventilation or heat dissipation. Provide openings in skirt guards for insertion of revolution counter at drive sheave and driven sheave centers. Provide conveniently removable coupling guard for direct driven equipment.
3. For each item of direct driven equipment which is not of extended shaft or close coupled design, provide an approved type flexible coupling.
4. Provide a type list of belt drives, listing each item with size, bore size, keyway dimensions of each sheave and manufacturer's replacement belt numbers. Bind lists in the "Operating Instruction" brochure described in another Article in this Section of the Specification.

M. Lubrication and Packing

1. All rotating and reciprocating equipment requiring lubrication shall be lubricated with the correct grade, type and quality of lubricant before being placed in service.
2. Each shaft containing a packing gland shall be checked for condition by backing the packing gland off and examined for proper grade, amount and type of packing as recommended by the manufacturer.
3. Maintain all lubrication gaskets and packing during construction and assure that at the time of acceptance by the Owner, all are in first class operating condition.

N. Flexible Connectors

1. Install canvas connectors in ducts to all air handling equipment, unless unit has internal isolation and canvas connections.

1.8 INSTALLATION RESPONSIBILITY

- A. All material installed under this phase of the work shall be supported from the building structure, independent of other pipe, duct, equipment, etc.
- B. Each Contractor's Superintendent shall study the inter-relationship of all details of all work described in all Sections of the Specifications and shall plan all operations well in advance of time when respective operations are to be performed; and shall notify, collaborate and cooperate in all ways with other affected contractors; and generally shall cause, work to articulate and fit as intended without

unnecessary cutting and patching leaving unsightly details.

C. Each Contractor's superintendent shall be available at all times for, and active at all times in, directing the operations of all his laborers, workmen, craftsmen and material through his personnel organization. He shall be available for mutually cooperative consultations with Architect and have authority from the Contractor to make final decisions.

D. Examination of Premises

1. Contractor will be held to have examined the construction site so as to compare conditions found with conditions shown on the drawings and in the specifications and to have satisfied himself generally as to the condition of the premises before the delivery of his proposal, as no allowance will subsequently be made in behalf of contractor by reason of any omission on his part to include the cost of all items of work, either labor or material, whether they are or are not especially or particularly shown or noted, but which are implied or required to attain the completed conditions contemplated by the Engineer.

E. Sleeves

1. Provide Schedule 40 PVC pipe sleeves 1" larger than pipe O.D. for all pipes through concrete floor slabs and walls. Pack void between pipes, ducts and sleeves with Dow Corning "Fire Stop Foamor" sealant or equivalent. Mono-Kote sealer approved for floor slabs and interior walls.
2. Ends of pipe sleeves to be set flush with finished surfaces. Top of floor sleeves in Mechanical or Electrical Rooms and areas likely to be wetted to be held 4" above floor.
3. All sleeves shall be set true to line, grade, position and plumb or level and shall be so maintained during construction by the installing contractor. Where a sleeve is provided in concrete, contractor setting sleeve shall inspect it while and after concrete is poured and correct any deviation from proper position.
4. Where a sleeve passes through a concrete joist, beam column or other structural member, arrange with and pay General Contractor to
 - a. Provide an additional header joist or
 - b. Widen the beam or joist through which the sleeve passes, or
 - c. Otherwise reinforce the weakened member.
Do no cut or burn holes in steel without specific permission from Architect.
 - d. When sleeves are not placed in floors and walls while construction is in progress or in existing building, holes shall be core bored. Core bored holes in solid walls may have sleeves omitted at the discretion of the Architect or Owner's representative, but all floor holes shall have sleeves. Core boring shall be coordinated with structural members to avoid weakening the structure and shall be done only with approval of Architect.

F. Painting

1. The installing contractor shall paint all of his work hereafter specified, unless specified otherwise in Section 09900 "Painting".
2. The General Contractor will do all finish painting. Refer to Section 09900 for coordination of contract responsibilities.
3. All grilles, registers, convector covers, finned tube radiation and pipe covers, panelboards, etc. shall be factory prime painted and finish painted by the General Contractor, unless specified otherwise in their respective sections.
4. All ferrous metal work exposed to the weather shall be painted with one coat of red chromate and two coats of oil base paint of color selected by Architect, including roof mounted equipment not factory painted with baked enamel.
5. All metal work laid underground shall be painted with one heavy coat of Bitumastic paint by the Contractor who installs same.
6. Paint all equipment, not so finished on delivery, two coats machinery enamel.
7. All structural steel and hangers furnished and installed by Mechanical Contractors, exposed in finished areas and in equipment rooms, shall be brushed clean of rust and one coat of Red Chromate paint applied.

G. Access Panels

1. If not indicated on the Mechanical Drawings, where dampers, valves, traps or other specialties are concealed in the construction or behind a wall or non-accessible ceiling surface, Sub-Contractor installing item shall furnish and install an approved access panel of adequate size to permit service of concealed item.
2. Wherever practicable, access panel shall be grouped with other mechanical items, in such a way as to be accessible from a single panel and eliminate as many access panels as possible.
3. Access panels shall be on one of the following types
 - a. Masonry or Drywall Milcor style "AP", Miami-Carey "HM", Newman Bros.
 - b. Plaster Milcor style "AP", Miami-Carey "HPE", New Bros. style "AP" or equal.
 - c. Acoustic Tile Milcor style "AT", Miami-Carey "AT", Newman Bros., or equal. Access panel not required for lay-in grid type ceiling system.

4. Panels shall have baked enamel finish, screwdriver cam locks and one key operated lock per panel. Lock furnished with cylinder, master keyed to building master key system. Cylinder locks not required for ceiling panels.
5. Access doors in fire barrier structure shall be fire rated same as fire barrier with rated closure and ability to open from inside with out key.

1.9 START-UP PROCEDURE

- A. Upon completion of the installation of the equipment, the Contractor shall place a competent employee in charge, who shall operate the plant for a period of four days, instructing a representative of the Owner in all details of operation and maintenance.
- B. System operation shall be two days during cooling season and two days during heating season.
- C. Any required instructions from manufacturer's representatives shall be given during the periods.
- D. All arrangements for operation periods shall be made through the Using Agency's Representative.
- E. Inspect all equipment and component equipment parts for cleanliness, alignments, foreign materials or defects that may impair the operation and function of system performance. Adjust tension of all V-belt drives. Varipitch sheaves as necessary to obtain proper equipment speed; remove any foreign materials from sheaves, belts before operation.
- F. Adjust direct drives for proper alignment of flexible couplings, provide lubrication and set drive components to assure free operation and rotation with no undesirable stresses to equipment.
- G. Check the actual suction and discharge pressure of each pump or fan against the desired performance curves. Check pump packing glands, mechanical seals, shaft sleeves for proper placement. Inspect seal rings and replace if necessary. Make sure all piping is free of undue stresses and loads.
- H. After each check period, submit in triplicate a list of the items checked, the condition found and the corrective measures taken, where necessary. Include data taken during these periodic checks such as motor speeds, equipment speeds, temperatures, flows, electrical current flow, etc., as part of the submittal.
- I. Check piping for leaks at every joint, screwed, flanged or welded, using "Leak-Tek" or other approved compound.
- J. Complete all of the applicable procedures as described in the preceding paragraphs and in the associated articles for particular systems prior to occupancy of the building. Provide such continuing adjustment services as necessary to insure the proper functioning of all mechanical systems after building occupancy and during the guarantee period.
- K. Adjust pipe, duct and equipment hangers and supports for correct pitch and alignment.
- L. Remove rust, scale and foreign materials from equipment and renew any defaced surface. If equipment is badly marred, the Architect and/or Owner's representative shall request that new

- materials or equipment be provided at no additional cost.
- M. Clean all electric heating elements.
- N. Replace all air filters with new.
- O. Set and calibrate draft gauges of air filters.
- P. Adjust and calibrate temperature and other automatic control systems.
- Q. Repair any type of insulation that may be damaged.
- R. Clean strainers, dirt pockets, orifices, valve seats and headers in all fluid systems after the system has been placed in operation to assure their being free from foreign materials.
- S. Open air vents, removing the operating elements, clean thoroughly replace internals and put back into operation.
- T. Inspect each pressure gauge thermometer for calibration and replace those that are defaced or broken and read incorrectly. Blow down all gauge glasses and clean thoroughly.

1.10 COORDINATION OF WORK

- A. Unless otherwise stipulated under a particular heading, the following rules relative to responsibilities of the Mechanical and Electrical Contractors will apply
 - 1. No work shall be installed until coordinated with Engineer approved sheetmetal fabrication drawings. Due to very limited ceiling space, very close coordination is required. Each Contractor shall include all costs to provide offsets in work as required. No extras will be allowed.
 - 2. All temperature control and interlock wiring and raceways will be furnished and installed by the Temperature Control Sub-Contractor.
 - 3. If deviations from plans are necessitated by field conditions, proposed departures shall be referred to Architect and/or Engineer for written approval prior to proceeding with the work.
 - 4. The right is reserved by the Owner to change the location of any piece of equipment or outlet within a 10 ft radius, up to the time of roughing-in, without any additional expense to the Owner.
 - 5. Electrical Contractor shall furnish and install all starters, disconnects, relays, etc. required for installation and operation of mechanical equipment, unless specified otherwise in the mechanical sections.
 - 6. Each contractor shall confer and cooperate with all other Contractors whose work occurs in the same area. If this Contractor installs any work without such cooperation, and in doing so interferes with or prevents the installation of other work in the area, he shall bear the

additional expense required to correct the situation to the satisfaction of the Architect and/or Engineer.

7. Each Contractor shall at all times keep himself fully informed on the progress of the project construction and shall install all his work that is concealed or built into the building in sufficient time to insure proper location without delays to the work of other trades. Properly attend work during construction to prevent misalignments and damage to the installation. Each Contractor shall be responsible for coordination and expediting of all the work so that progress of the work shall be kept on schedule.

1.11 FIRESTOPPING

- A. Conform to NEC 300.21 by use of Dow Corning Fire Stop Foamor Sealant or approved equal in sleeves and voids to maintain firestop of all code required fire separations. Material to be U. L. Classified.

1.12 CUTTING AND PATCHING

- A. Perform all cutting and patching of building materials as required for the installation of mechanical work. No cutting shall be done which will reduce the structural strength of the building. Keep cutting to a minimum and, where necessary, use tools and methods to prevent unnecessary damage to surrounding surfaces. Any such cutting shall be done in a manner directed by the Architect. Existing floor slabs shall be sawcut.
- B. Patching, sealing and restoration of finished surfaces shall be performed only by workmen skilled in trade necessary for restoration. Contractor shall pay those trades to restore work that requires patching or restoration.

1.13 WORKMANSHIP AND QUALITY STANDARDS

A. Workmanship

1. Perform all work in a neat and workmanlike manner and in full accordance with NEC "Standard of Installation" and ANSI, B-31.
2. Pipes and ducts shall be run straight and parallel to building walls.

B. Quality Standards

1. Materials, equipment and workmanship shall conform in all respects to recognized standards of good quality of the respective trade. Materials and equipment shall be positioned in orderly fashion and aligned with the building structure. Vertical members shall be plumb, horizontal level and surfaces true to plane. Joinery and connection shall be accurate, close-fitting and well made. Tolerances for good workmanship established in published specifications by recognized national trade associations will be the minimum for an acceptance standard of the respective trade work.

C. Inspection

1. Each Contractor is to provide safe and adequate facilities for the inspection of construction by the Architect and/or Owner's representative.
2. All work shall be subject to inspection and approval by the Engineer and shall not be concealed until such inspection and approval has been made.

D. Warranty

1. Each Contractor shall warrant all work installed under his contract to be free from defect in material and workmanship for a period of one year following the date of acceptance of the work.

E. Noise and Vibration

1. Mechanical and electrical equipment shall operate without objectional noise or vibration. As determined by Engineer and complying with requirements of OSHA.
2. If such objectional noise or vibration should be produced and transmitted to occupied portions of the building by apparatus, piping, duct or other part of mechanical and electrical work, the contractor shall make necessary changes and additions, as approved, without additional expense to the Owner.
3. Contractor to furnish vibration isolators as necessary to eliminate objectional noise or vibration.
4. The sound level produced by mechanical and electrical equipment shall not exceed a DB at distance of three feet (3') from the source as outlined by Codes. Should sound level be greater, appropriate sound reduction materials shall be installed for system noises or equipment replaced without any additional cost to the Owner.

F. Emergency Repairs

1. The Owner reserves the right to make emergency repairs as required to keep the equipment in operation without voiding the Contractor's guarantee bond nor relieving the Contractor of his responsibilities during this bonding period.

1.14 PROJECT CLOSE-OUT

A. Record Drawings

1. Each Contractor shall keep on the job one complete set of the contract working drawings on which he shall record any deviations or changes from such contract drawings made during construction. Record shall show changes in
Size, type, capacity, etc., of any material, device or piece of equipment.

Location of any device.

Location of any outlet or source in building service system.

Routing of piping, duct, or other building services.

2. These drawings shall be kept clean and undamaged and shall not be used for any purpose other than recording deviations from working drawings and exact location of concealed work. These drawings shall be kept up-to-date for weekly review by Architect.
3. Contractor, at job completion, shall transfer all notations to new set of drawings prints, obtained from the Architect, for record drawing sets.
4. Drawing's shall be marked "Certified Record Drawing" and signed by the office of the Contracting Firm.

B. Receipts

1. Obtain duplicate signed receipt for all portable equipment, keys, filters, tamper proof screw drivers and miscellaneous items turned over to the Owner, as specified under Division 15 and/or noted on the drawings.
2. Forward one copy to Engineer for verification.

1.15 OWNER'S MANUAL

- A. Each Contractor shall provide three (3) complete brochures in hard backed binders; each containing all operating, servicing, maintenance, etc. information and parts lists for all equipment installed under his contract.
- B. At completion of 75% of work, as shown on monthly billings, each Contractor shall submit the brochures to Architect for review and subsequent delivery to Owner. No additional billings will be approved until the brochures are submitted.
- C. Each manual to be 8-1/2" x 11" in size, bound in hard back, three-ring binder and contain
 1. Table of contents, with thumb tab sheets.
 2. One copy of each record drawing.
 3. Approved shop drawings, supplier's name and address with listing of all spare parts for replacement.
 4. Operating instructions consisting of
Resume stating operating procedure of systems.

Diagrams necessary for explanation, I.E., Temperature Controls, etc., valve tag locations.

Written description of system contents, where actually located in the building. Provide list of items requiring maintenance and descriptive method of said maintenance.

All installation and operation instructions furnished with equipment from supplier.

All such items as certificates of inspection, recording of test date, etc., or a copy thereof, shall be included in the appendix.

Air testing and balancing reports.

1.1 INSTRUCTIONS TO OWNER'S PERSONNEL

- A. Prior to final acceptance of the work each Contractor and all Sub-Contractors, shall arrange for a meeting with the Architect and the designated representative (or representatives) of Owner for the purpose of instructing personnel in the use of various systems.
- B. Each Contractor shall ascertain beforehand that the system is fully operable. Said demonstration shall not imply final acceptance of system by Owner.
- C. Each Contractor shall be obligated to provide a minimum of four (4) hours of full instruction time.
- D. Instructions shall not be given until Owner has had sufficient time to review the Owners Manuals and to become familiar with the systems.

1.2 PUNCH LIST AND FINAL INSPECTION

- A. Each Contractor, at completion of the project, shall make a final inspection and prepare a "Contractor's Punch List" of work items to be completed and/or corrected by either his workers or his Sub-Contractors. One copy of this list shall be delivered to the Architects' office for information purposes only.
- B. Upon completion of the items on the "Contractor's Punch List" each Contractor shall notify the Architects office and the Architect and/or Engineer will make a final inspection of the work. Final payment will not be approved until all items are complete.
- C. After final punch list is issued to the Contractors, if the Owner deems it inexpedient to correct work damaged or not executed in accordance with the contract, an equitable deduction from the contract price shall be made therefore.

END OF SECTION 15010

SECTION 15050 - BASIC MECHANICAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this and the other sections of Division 15.

1.2 SUMMARY

- A. This Section includes general administrative and procedural requirements for mechanical installations. The following administrative and procedural requirements are included in this Section to expand the requirements specified in Division 1:

1. Submittals.
2. Delivery, Storage, and Handling.
3. Mechanical installations.

1.3 SUBMITTALS

- A. General: Follow the procedures specified in Division 1 Section "SUBMITTALS."
- B. Provide three sets of all mechanical related shop drawings, product data, and samples submitted, to allow for required distribution.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to the project properly identified with types, grades, compliance labels, and other information needed for identifications.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 MECHANICAL INSTALLATIONS

- A. General: Sequence, coordinate, and integrate the various elements of mechanical systems, materials, and equipment. Comply with the following requirements:
 1. Coordinate mechanical systems and materials installation with other building components.
 2. Verify all dimensions by field measurements.
 3. Arrange for openings in other building components during progress of construction, to allow for mechanical installations.
 4. Coordinate the installation of required supporting devices and other structural components, as they are constructed.

5. Sequence, coordinate, and integrate installations of mechanical materials for efficient flow of the Work.
6. Coordinate connection of mechanical systems with exterior underground services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Provide required connection for each service.
7. Install plumbing and hydronic systems to conform with approved submittal data, to greatest extend possible. Conform to arrangements indicated by the Contract Documents.
8. Minimize disruption of service. The units will be occupied during this mechanical work. The following requirements describe the maximum time a particular mechanical service can be inoperable or unusable.

1. Building Heat:	No more than 8 hours.
2. Domestic Hot Water:	No more than 8 hours.
3. Domestic cold water for bath lavatories: available at kitchen sink.	No more than 8 hours, provided water is available at kitchen sink.
4. Toilet use/ access to:	No more than 8 hours.
5. Tub/ Shower:	No more than 24 hours.
6. Electrical lighting and exhaust fan usage:	No more than 6 hours.

END OF SECTION 15050

SECTION 15440 - PLUMBING FIXTURES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Included: The extent of Plumbing work is as indicated in the contract documents. Refer to these documents for the description of the scope of work, products and work execution. Contractor shall be required to acquaint himself/herself with the changes/updates of the plumbing code and local plumbing regulations.
 - 1. All new installations requiring inspection shall be labeled by the inspector showing the name of the inspector, and the date of inspection.
 - 2. Provide new fixture shut-offs when replacing fixtures.
 - 3. Where there is a conflict between this specification and the Drawings, this Specification shall take precedence.

1.02 WARRANTIES/QUALITY ASSURANCE

- A. All labor and materials shall be guaranteed by the installing contractor for not less than one (1) year from the final date of completion.
- B. Warranties of manufacturer's materials shall be provided as here-in after specified.
- C. All work shall comply with local codes, standards, and specifications except as noted otherwise.

PART 2 - PRODUCTS

2.01 MATERIALS - GENERAL

- A. Materials used shall be in accordance with latest standards of ASTM and ASA as set forth in the governing plumbing codes.
- B. New material for piping to be used shall be same as that of existing plumbing systems, except that cast iron, lead and galvanized shall be replaced with copper or PVC.
- C. If pipes of dissimilar metal materials are interconnected. Dielectric fittings shall be used.
- D. All new interior exposed supply pipe and fittings in baths, below lavatories, and at toilets shall be polished chrome plated copper or brass.
- E. All new fixtures shall have new stops (cut off valves) provided as a part of cold water and hot water supply line connections.
- F. Provide traps for fixtures as required by plumbing code.

2.02 ROUGH PLUMBING MATERIALS:

- A. Copper Supply Pipe: Hard copper Type L, ASTM B 88, 1/2" unless indicated.
- B. Copper Supply Tube: Soft copper Type M drawn tube. Use from stop to fitting.
- C. Sanitary Waste: Schedule 40 DWV PVC pipe ASTM D2665 or 20 gage chromed steel waste arm.
- D. Angle Stop: Chrome plated brass mini-ball shut-off valve with chrome escutcheon. 450 psi CWP rated. Meeting FS WWP 541. Dyna Quip or Equal.
- E. Ball Valve: Forged brass ball valves. 150-PSI WSP rated, chrome plated ball, steel handle with color-coded vinyl grip (red for hot, blue for cold) meeting FS WWV 35.

2.03 PLUMBING FIXTURES:

- A. Lavatory Faucet: Include hot- and cold-water indicators; coordinate faucet inlets with supplies and fixture holes and outlet with spout and fixture receptor.
 - 1. Maximum Flow Rate: 0.5 gpm, unless otherwise indicated.
 - 2. Body Material: Cast brass.
 - 3. Finish: Polished chrome plate.
 - 4. Centers: Match existing.
 - 5. Mounting: Deck, exposed.
 - 6. Handle(s): Lever.
 - 7. Spout: Rigid.
 - 8. Spout Outlet: Aerator.
- B. HC Shower Faucet: Include hot- and cold-water indicators; shower head, and flange. Refer to drawings for additional information.
 - 1. Maximum Flow Rate: 1.5 gpm, unless otherwise indicated.
 - 2. Finish: Polished chrome plate.
- C. Kitchen Sink Faucet: Include hot- and cold-water indicators; coordinate faucet inlets with supplies and fixture holes and outlet with spout and fixture receptor.
 - 1. Maximum Flow Rate: 1.5 gpm, unless otherwise indicated.
 - 2. Body Material: Copper or brass underbody with brass cover plate.
 - 3. Finish: Polished chrome plate.
 - 4. Type: Kitchen faucet without spray.
 - 5. Centers: Match existing.
 - 6. Mounting: Deck, exposed.
 - 7. Handle(s): Lever.
 - 8. Spout: Swing, shaped tube.
 - 9. Spout Outlet: Aerator.

PART 3 - EXECUTION

3.01 INSTALLATION

General: Perform work where indicated on Drawings, Section 01010, and as described in this Section.

3.02 REMOVAL:

- 1. Sinks, Faucets - Where indicated carefully remove existing faucets without damage to finish, flanges, accessories or adjacent materials.
- 2. Plumbing - Carefully remove water supply and waste lines as required to accommodate new work. Salvage and reuse components if serviceable or provide new components and assemblies to match existing as required for a full and complete installation.

3.03 FIXTURE INSTALLATION - GENERAL:

- A. Assemble fixtures, trim, fittings, and other components according to manufacturers' written instructions.
- B. Install fixtures level and plumb according to manufacturers' written instructions and roughing-in drawings.

- C. Install faucet-spout fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters if required.
- D. Install shower, flow-control fittings with specified maximum flow rates in shower arms.
- E. Install escutcheons at piping wall and ceiling penetrations in exposed, finished locations and within cabinets and millwork. Use deep-pattern escutcheons if required to conceal protruding fittings.
- F. Seal joints between fixtures and walls, floors, and counters using sanitary-type, one-part, mildew-resistant, silicone sealant. Match sealant color to fixture color. Refer to Division 7 Section "Joint Sealants" for sealant and installation requirements.
- G. Provide fire collars and fire caulk at rated assembly penetrations as required by building code.

3.04 FIXTURE INSTALLATION – SPECIFIC:

- A. Faucets - Provide and install sink faucets per manufacturer's instructions and code requirements. Provide new supply stops and copper supply lines from stops to faucet with compression fittings. Provide and connect all associated fittings and accessories such as stoppers, diverter valves, showerheads, aerators, trim and wall escutcheons.
- B. Shower Faucets - Replace tub/ shower faucets per manufacturer's instructions and code requirements. Provide and connect all associated fittings and accessories such as stoppers, diverter valves, showerheads, aerators, trim and wall escutcheons. Specific site requirements are detailed below:
- C. Clean all exposed plumbing surfaces after work to remove all forms of putty, caulk, smudges or other blemishes. Ensure faucet operates freely and shuts off completely and that aerator is clean. Ensure sink, plumbing supply and waste does not leak. Ensure insulation is tightly installed and is secure.
- D. Protect fixtures and fittings from damage. If damaged, replace at no cost to Owner.
- E. Work closely with other trades; in the coordination of all work.
- F. Installation shall include all components, materials (pipe supports, anchors, hangers, seals), and equipment necessary to make complete plumbing systems with air and watertight joints and all inspected and approved by Local Plumbing Inspectors. Pipe seals shall be provided for pipe passing through wall floor, or ceiling water proofing membrane or fire partitions to maintain the integrity of the waterproof or fire barrier.

3.05 CONNECTIONS

- A. Connect water supplies from water distribution piping to fixtures. Provide new fixture stops at all new: sinks after existing stops.
- B. Supply and Waste Connections to Plumbing Fixtures: Connect fixtures with water supplies, stops, risers, traps, and waste piping. Use size fittings required to match fixtures. Connect to plumbing piping.

END OF SECTION 15440

SECTION 16010 - GENERAL ELECTRICAL PROVISIONS

PART 1 GENERAL

1.1 DESCRIPTION

- A. "Bidding Documents", "Contract Forms", "Division 1", and "Section 15010 "Mechanical and Electrical General Provisions" apply to this Section.
- B. Scope
 - 1. The Contractor shall furnish all labor, materials, tools, equipment devices, appliances and skilled supervision to complete the electrical work as indicated on the drawings as specified herein and in accordance with the terms and conditions of the contract.
- C. Wiring of Equipment Furnished and Set By Others
 - 1. The Electrical Contractor shall connect all equipment furnished and set by others by furnishing and installing all separate starters, disconnect switches, wire and conduit required to operate the electrical equipment furnished and installed by the Plumbing Contractor, the Sprinkler Contractor, the Heating and Ventilating Contractor, the Kitchen Equipment Contractor and the General Contractor.
- D. As-Built Discussion
 - 1. This contractor shall instruct his construction foreman to deliver "Project Record" drawings as outlined in paragraph 1.03 d, hereinafter, to the Architect/Engineer office and to discuss the As-Built changes, etc. with the Engineer for a period satisfactory to the Engineer, which will not exceed four (4) hours.

1.2 QUALITY ASSURANCE

A. Applicable Codes and Standards

- 1. All electrical installation shall be in accordance with the latest edition of the National Electrical Code, hereinafter abbreviated NEC, the standards of the Underwriters' Laboratories, Inc. where there is UL listing, furnish only materials, apparatus and equipment so labeled. The label or listing will be accepted as evidence of conformance with this requirement.
- 2. Electrical systems, not just components, are to be identified as suitable for the specific purpose, function, use, environment, or application. The suitability of the equipment may be determined by a qualified testing laboratory, inspection agency, or other approved organization concerned with product evaluation. Such identification may include labeling or listing. This electrical systems conformance with this requirement.
- 3. All work shall be grounded in accordance with the NEC and the National Electrical Safety Code, hereinafter abbreviated NES.
- 4. Electrical materials, apparatus, appliances, and devices, such as panelboards, circuit breakers, switches, motor starters, wiring devices, and the like, and all tests shall conform

to the applicable standards of the National Electrical Manufacturer's Association, hereinafter abbreviated NEMA, the Institute of Electrical and Electronics Engineers, hereinafter abbreviated IEEE, and the American National Standards Institute, hereinafter abbreviated ANSI.

5. Comply with all requirements of the Local Utility Companies.
6. The Contractor shall furnish a certificate of approval from the Governing Inspection Agency at the completion of the work.

1.3 SUBMITTALS

- A. Within thirty (30) calendar days after award of contract, and before any materials are delivered to the job site, submit to the Architect/Engineer a complete list of all materials and equipment proposed to be furnished and installed under this Contract.
- B. Shop drawings and product data shall be submitted as required by the specific material and/or equipment.
- C. Operation and maintenance manuals shall be provided.
- D. Project Record Drawings
 1. During progress of the work, maintain on drawings at the site, an accurate record of the installation of the electrical system, indicating all items which have been changed or added. The actual locations of all buried conduits such as electric service, telephone TV and site lighting shall be plotted complete with dimensions to obvious land marks.

1.4 PRODUCT HANDLING

- A. Use all means necessary to protect electrical system materials before, during and after installation and to protect the installed work and materials of all trades.
- B. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect/Engineer, and at no additional cost to the Owner.

1.5 GROUNDING

- A. All work shall be grounded in accordance with the provisions of NEC, NESC, and Electric Utility.
- B. All equipment having rotating parts shall be grounded. Note that all insulated ground wires shall have "green" insulation.
- C. Ground all light fixtures by installing a separate green ground wire in the flexible conduit between outlet box and fixture.

1.6 INSTALLATION OF EQUIPMENT AND FIXTURES

- A. Install all equipment and fixtures forming part of the work of this section in complete accordance with the manufacturer's recommendations and all pertinent codes and regulations.

1.7 INSPECTION OF CONDITIONS

A. Inspection

1. Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Verify that electrical installation can be made in complete accordance with all pertinent codes and regulations and the original design.
3. The Electric Contractor shall visit site prior to submission of bid, and familiarize himself with all existing conditions which may effect the installation of his work. Submission of bid indicates that this contractor has included all costs necessary for any work required due to existing conditions.

B. Discrepancies

1. In the event of discrepancy, immediately notify the Architect/Engineer.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

1.8 PREPARATION

A. Coordination

1. Coordinate the installation of electrical items with the schedules for work of other trades to prevent unnecessary delays in the total work.
2. Where lighting fixtures and other electrical items are shown in conflict with locations of structural members and mechanical or other equipment, furnish and install all required supports and wiring to clear the encroachment.
3. Notify the Architect/Engineer of conflict immediately.

1.9 INSPECTION AND TESTING

A. Upon completion of the work and before final performance test and acceptance the Electrical Contractor shall

Thoroughly clean the job site, all electrical apparatus including the interior of boxes, cabinets and the like.

Ring out all circuits and demonstrate that the circuits are free from accidental grounds.

Check the rotation of all motors.

Clean all lighting fixtures which may have become soiled prior to final test and install new lamps in all lighting fixtures proposed for final test and acceptance.

Provide proper fuses where required.

1.1 PAINTING

- A. Job finish painting shall be furnished under Section 09900.
- B. Any scratches on painted or prefinished electrical equipment such as lighting fixtures or panelboards shall be touched-up with the same finish used by the manufacturer, or replaced.

1.2 CLEAN-UP

- A. The Electrical Contractor shall remove from the job site and legally dispose of all rejected electrical material and debris resulting from his work and the trash and litter occasioned by his workmen.
- B. The Electrical Contractor shall maintain his work site in a clean and satisfactory condition at all times.

TEMPORARY ELECTRIC

All temporary electric is the responsibility of the Electrical Contractor.

END OF SECTION 16010

SECTION 16510 - LIGHTING FIXTURES

PART 1 GENERAL

- A. "Bidding Documents", "Contract Forms", "Division 1", apply to this Section.

PART 2 MATERIALS

- A. Provide lighting fixtures, of the size, type and rating indicated on the drawings; complete with, but not necessarily limited to, lamps, lampholders, reflectors, electronic ballasts, starters, wiring and mounting hardware.
- B. Provide product submittals for review.
- C. Wire: Romex 15 A or 20A (depending on circuit) copper grounded UL approved, meeting NEC requirements. THHN 20A copper UL approved with ground for use in raceways is acceptable provided all local electrical codes are met with regard to grounding, protection and connectors. No aluminum wire permitted. Use appropriate UL approved connectors.

PART 3 INSTALLATION

- A. Install all light fixtures per manufacturer's recommendations with recognized industry practices.
- B. Furnish and install all necessary mounting hardware and supporting channel as required to support fixtures from building structure.
- C. Protect installed fixtures from damage during the remainder of the construction. All fixtures shall be clean, in good working order, and free from damage at time of final acceptance of project by Owner.

END OF SECTION 16510



ADDENDUM No. 1

Date: May 16, 2011
Requisition No. 20209

Due Date: May 23, 2011
Time: 2:00 PM Local Time

TO: Bidders for: Home Weatherization Program: Westerly Apts.
FROM: Cuyahoga County
Office of Procurement & Diversity

The following are changes/clarifications to the above referenced specification package.

Addendum Items:

- Extending the bid due date from May 23, 2011 to June 8, 2011
- Making changes/clarifications to the bid specifications
- Providing revised bid documents (A-M) and revised drawings, sheets A0-A2 & H1 A & B.
- Making revisions to Bid Package #1 - #4
- Please refer to the attached sheets marked Addendum No. 1 for the complete addendum.
 - Project Manual contains 42 pages
 - Drawings contain 13 pages, changes are clouded.

All remaining terms and conditions of the specification package remain in effect and this addendum therefore becomes part of the specification.

Respectfully submitted,
CUYAHOGA COUNTY

A handwritten signature in black ink, appearing to read "Richard E. Opre".

Richard E. Opre, Jr.
Purchasing Manager

cc: Paul Herdeg
Robert Given
Edward Wright

RQ20209 - ADDENDUM #1

Cuyahoga County's Home Weatherization Assistance Program for the Westerly Apartments

DATE: May 16, 2011
ARCHITECT: 1056 - Creative Housing Solutions, Inc.

TO ALL BIDDERS: The following additions, deductions, changes and corrections to the drawings, specifications and Project Manual for the above referenced project shall be incorporated into the work, and their affect on the bidding shall be reflected in the bidder's proposal. Unless specifically noted below, or in previous addendums, all other portions of the original bid documents shall remain as originally published, without change. Bidders shall indicate the receipt of this addendum on their bid form. Recipients of this addendum shall be responsible for notifying their sub trades/bidders of the contents of this addendum.

CONDITIONS OF CONTRACT - Applies to all Bid Packages:

1. Bidding Documents - the following revised documents shall be included in the project manual. Disregard previous form and deleted items.
 - a. Table of Contents
 - b. Contract for Weatherization Services - this document is the draft Contract and General Conditions
 - i. Delete - AIA A107 Draft Contract and General Conditions and the Supplemental General Conditions
 - c. Bid Bond
 - d. Performance and Payment Bond
 - e. Form of Bid
 - f. Non-Collusive Affidavit
 - g. Certificate of Compliance with ORC 3517.13
 - h. Electronic Signatures Form
 - i. Homeland Security Form
 - j. Tax Exempt Form
 - k. Personal Property Tax Form
 - l. Plan Examiner's Report - (General Building Permit Only)
 - m. Pre-Bid Meeting Agenda and Attendance List
2. Bid Due Date - the following date is the bid due date. Disregard previously published dates.
 - a. **Revised bid due date: June 8, 2011, 2pm**, sealed in the Office of Procurement and Diversity, Room 110, County Administration Building, 1219 Ontario Street, Cleveland, Ohio 44113.

DRAWINGS - Applies to all Bid Packages:

1. **General Note:** City of Lake wood Plans Examination review responses as identified below. This review is for the General Building permit only. The bidders remain responsible for completing the application, paying for and obtaining all necessary permits/approvals required to complete the work.
2. Sheet A0 -
 - a. Revised to response to General Building Permit Plans Exam and noted 'REV 1 - PLAN EXAM 05/13/11'
3. Sheet A1
 - a. Architectural Revision made during bidding and noted 'REV 1 - ARCH. REVIEW 05/13/11'
4. Sheet A2
 - a. Architectural Revision made during bidding and noted 'REV 1 - ARCH. REVIEW 05/13/11'
5. Sheet H1
 - a. Revised to response to General Building Permit Plans Exam and noted 'REV 1 - PLAN EXAM 05/13/11'
 - b. Architectural Revision made during bidding and noted 'REV 2 - ARCH. REVIEW 05/13/11'

BID PACKAGE #1 - Window and Door Replacement:

1. New Air Conditioning Sleeve to match existing opening dimensions. Field Verify Dimensions.
2. Include items discussed in the above section '**Conditions of Contract**' in this bid.
3. Include items discussed in the above section '**Drawings**' in this bid.

BID PACKAGE #2 - Boiler and Domestic Water Heating System Replacement:

1. Include items discussed in the above section '**Conditions of Contract**' in this bid.
2. Include items discussed in the above section '**Drawings**' in this bid.

BID PACKAGE #3 - Lighting Fixture Replacement:

1. Include items discussed in the above section '**Conditions of Contract**' in this bid.
2. Include items discussed in the above section '**Drawings**' in this bid.

BID PACKAGE #4 - Plumbing Fixture Replacement:

1. Include items discussed in the above section '**Conditions of Contract**' in this bid.
2. Include items discussed in the above section '**Drawings**' in this bid.

- END OF ADDENDUM #1 -

DIVISION SECTION	TITLE	PAGES
CONDITIONS OF CONTRACT		
•	LEGAL NOTICE TO BIDDERS	1
•	WEATHERIZATION SERVICES AGREEMENT	18
PROJECT FORMS		
•	TAX EXEMPT FORM	1
•	CERTIFICATON OF PERSONAL PROPERTY TAX	1
BIDDING DOCUMENTS		
(THE FOLLOWING DOCUMENTS ARE REQUIRED FOR A COMPLETE BID)		
•	FORM OF BID	4
•	BID BOND	1
•	PERFORMANCE AND PAYMENT BOND	2
•	NON-COLLUSIVE AFFIDAVIT	1
•	CERTIFICATE OF COMPLIANCE WITH ORC3517.13	1
•	ELECTRONIC SIGNATURES	1
•	HOMELAND SECURITY FORM	2
DIVISION 1 - GENERAL REQUIREMENTS		
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01270	UNIT PRICES	2
01280	ALLOWANCES	2
01290	PAYMENT PROCEDURES	3
01500	TEMPORARY FACILITIES AND CONTROLS	3
01600	HAZARDOUS MATERIALS	1
01631	SUBSTITUTIONS	2
01700	EXECUTION REQUIREMENTS	4
01731	CUTTING AND PATCHING	3
01770	CLOSEOUT PROCEDURES	4
01781	PROJECT RECORD DOCUMENTS	3
01782	OPERATION AND MAINTENANCE DATA	4
DIVISION 2 - SITE CONSTRUCTION		
NOT APPLICABLE		
DIVISION 3 - CONCRETE		
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DIVISION 4 - MASONRY		
NOT APPLICABLE		

DIVISION 5 - METALS		
05520	ROOF EDGE PROTECTION SYSTEM	2
05521	NON-PENETRATING ROOFTOP SUPPORTS	2
DIVISION 6 - WOOD AND PLASTICS		
NOT APPLICABLE		
DIVISION 7 - THERMAL AND MOISTURE PROTECTION		
07720	NON-PENETRATING ROOFTOP SUPPORTS	2
07841	THROUGH-PENETRATION FIRESTOP SYSTEMS	3
DIVISION 8 - DOORS AND WINDOWS		
08520	ALUMINUM WINDOWS	6
DIVISION 9 - FINISHES		
09912	PAINTING (PROFESSIONAL LINE PRODUCTS)	3
DIVISION 10 - SPECIALTIES - NOT APPLICABLE		
DIVISION 11 - EQUIPMENT - NOT APPLICABLE		
DIVISION 12 - FURNISHINGS - NOT APPLICABLE		
DIVISION 13 - SPECIAL CONSTRUCTION - NOT APPLICABLE		
DIVISION 14 - CONVEYING SYSTEMS - NOT APPLICABLE		
DIVISION 15 - MECHANICAL		
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15440	PLUMBING FIXTURES	3
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16510	ELECTRICAL FIXTURES	1
DRAWINGS		
A0	TITLE SHEET AND VICINITY MAP	
A1	WINDOW REPLACEMENT	
A2	WINDOW REPLACEMENT AND DETAILS	
A3	LIGHTING AND PLUMBING FIXTURE REPLACEMENT	
E1	BOILER REPLACEMENT BASEMENT PLAN	
E2	BOILER REPLACEMENT ROOF PLAN	
H1	BOILER REPLACEMENT DETAIL PLAN	
H2	BOILER REPLACEMENT DETAIL PLAN	
H3	BOILER REPLACEMENT DETAIL PLAN	
H4	BOILER REPLACEMENT DETAIL PLAN	
H5	ERV REPLACEMENT DETAIL PLAN	
H6	ERV REPLACEMENT DETAIL PLAN	
H7	ERV REPLACEMENT DETAIL PLAN	

CUYAHOGA COUNTY HOME WEATHERIZATION ASSISTANCE PROGRAM

WEATHERIZATION SERVICES AGREEMENT

THIS HOME WEATHERIZATION ASSISTANCE PROGRAM WEATHERIZATION SERVICES AGREEMENT ("Agreement"), is made and entered into as of _____, 2011 (the "Effective Date"), by and between CUYAHOGA, OHIO (the "County"), pursuant to the authority of Resolution R2011-_____, passed by Cuyahoga County Council on _____, and _____ ("Contractor") for the located at _____, Ohio ("Facility").

WITNESSETH:

WHEREAS, the County has operated the Home Weatherization Program since 1989 in accordance with rules established by the United States Department of Energy and the Ohio Department of Development (the "Program");

WHEREAS, the purpose of the Program is to provide energy conservation services to low-income households in Cuyahoga County;

WHEREAS, the Facility, as more fully described on Exhibit A, was constructed in the _____ before modern energy efficiency standards had been established and a recent energy audit showed the need for *{window replacements, boiler replacements, energy efficient lighting installation, and water conservation through installation of more efficient plumbing fixtures}*;

WHEREAS, the Facility is owned by _____ (the "Owner"), an Ohio *{not-for-profit}* corporation, and serves as housing for *{low-income senior citizens}*;

WHEREAS, Program funds for the services described herein were derived from the American Recovery and Reinvestment Act of 2009, and the County is empowered by said act to pay such funds to the Contractor for the purposes described herein;

WHEREAS, the Contractor possesses the relevant professional experience, competence and knowledge to render the services provided for in this Agreement, and desires to render such services to the County with respect to the Facility; and

WHEREAS, pursuant to §9.04 of the Ohio Revised Code, the Contractor has represented and the County has determined that the Contractor has no unresolved findings for recovery against it.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Contractor agree as follows:

Article I – Definitions

1.1 Definitions. Capitalized terms used in this Agreement shall have the meanings as set forth in this Article I unless a different meaning is specifically provided or the context requires otherwise:

“Architect” means _____

“Business Day” means a day of the year on which banks in the United States are not required or authorized to be closed for business; any reference to “day” or “days” shall mean a Business Day unless otherwise indicated. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day

“Specifications” means the Project Manual, drawings, and specifications, including all addenda thereto, prepared by Architect on behalf of the County and attached hereto as Exhibit B. The County is a joint owner of the Specifications, along with Architect. Architect has granted the County an irrevocable, royalty-free license to use the copyright and other intellectual property rights relating to the Specifications (and the design concepts contained therein).

“Work” means, without limitation, all remediation, demolition, construction, and installation required by the Specifications.

1.2 Context. As the context of this Agreement may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine or neuter genders shall include each other. Wherever the word “including” or any variation thereof is used herein, it shall mean “including, without limitation,” and shall be construed as a term of illustration, not a term of limitation. Wherever the word “or” is used herein, it shall mean “and/or”. The words “herein,” “hereof,” “hereunder,” “hereby,” “this Agreement” and other similar references shall be construed to mean and include this Agreement and all amendments hereof and supplements hereto unless the context clearly indicates or requires otherwise.

End of Article I.

Article II – Term and Agreement

2.1 Term of Agreement. The term of this Agreement (the “Term”) shall commence on the Effective Date and end on _____, unless earlier terminated by a party in accordance with Section Article VI, below. The Term may be extended by written agreement of the parties; any such extension shall be included in the meaning of Term as used herein.

2.2 Access to Facility. The parties acknowledge that the Owner has granted the County and the Contractor access to the Facility for purposes of performing the Work, in accordance with the license agreement attached hereto as Exhibit C (the “License Agreement”). Contractor acknowledges that access to the Facility is limited to the purposes described in the Specifications and License Agreement.

2.3 Work and Specifications.

2.3.1 Contractor shall perform the Work in accordance with the Specifications. In the event of a conflict between the Specifications and this Agreement, the more detailed, as determined by the County and the Architect, shall control.

2.3.2 Contractor shall commence the Work as soon as practicable after the Effective Date and complete the work during the Term. As soon as practicable after the Effective Date, Contractor shall prepare and submit for the County's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed the Term, shall be revised at appropriate intervals as required by the conditions of the Work, shall be related to the entire scope of Work to the extent required by the Specifications, and shall provide for expeditious and practicable execution of the Work. Contractor shall perform the Work in accordance with the most recent schedule submitted to the County and the Architect.

2.3.3 Contractor shall perform the Work in a good and workmanlike manner and in accordance with the Specifications, and warrants that the Work will conform to the requirements of the Specifications and will be free from defects. Work not conforming to the Specifications may, in the sole discretion of the County and/or Architect, be deemed defective. Contractor shall promptly correct any Work deemed defective.

2.3.4 Contractor shall identify, in writing, all subcontractors to the County and the Architect before any such subcontractor performs any portion of the Work. The County or the Architect, in either's reasonable discretion, may reject any such subcontractor within 10 days of receipt of such notice. In the event such rejection impacts Contractor's schedule for the performance of the Work, the schedule shall be modified as reasonably requested by Contractor.

2.3.5 Contractor hereby certifies that it has conducted a site visit at the Facility, is familiar with existing conditions at the Facility, and has taken field measurements as may be required by the Work. Contractor further certifies that it has reviewed the Specifications and shall immediately report to the Architect and the County any errors, inconsistencies, or omissions discovered by or made known to the Contractor. The parties acknowledge that Contractor is not a licensed design professional and that Contractor's review under this section is merely in its capacity as a contractor. The County shall, or shall cause the Owner to, furnish any necessary information, reports, and documents, within possession or control of the County or Owner, concerning the condition of the Facility, and make a representative available to the Contractor to provide any such information related to the Specifications as may be reasonably requested by the Contractor.

2.3.6 Contractor shall prepare, as necessary, shop drawings in compliance with the Specifications, and submit same to Architect for review and approval; Contractor shall review and submit to the Architect product data, samples, and other similar submittals required by the Specifications (the "Submittals"). The Submittals shall be in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. In making Submittals, Contractor represents to the County and the Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto; and (3) checked and coordinated the

information contained within the Submittals with the requirements of the Work and Specifications. The Work shall be in accordance with Submittals as approved by the Architect.

2.3.7 Contractor warrants to the County and Owner that materials and equipment furnished under the Agreement will be of good quality. Contractor's warranty under this section shall survive expiration of the Term for a period of 12 calendar months. Upon notice from the County or Architect, Contractor shall promptly correct any Work or replace any materials or equipment found to be defective during the Term and during said 12-month period. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

2.3.8 Contractor may make substitutions only with the written consent of the County, after evaluation by the Architect. Materials or equipment not conforming to the Specifications may, in the sole discretion of the County and/or Architect, be deemed defective. Contractor shall promptly replace any materials or equipment deemed defective.

2.3.9 Contractor shall supervise and direct the Work using Contractor's best skill and industry-standard construction practices for projects of similar size and scope. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Agreement unless otherwise set forth herein. Contractor shall be responsible to the County and the Owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its subcontractors. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations of the Work and shall clean its work area daily. At completion of the Work, Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.

2.3.10 Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out this Agreement. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall maintain labor peace on the Project. Contractor shall be responsible to the County and Owner for the acts and omissions of Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with Contractor.

2.3.11 Contractor, its subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Specifications solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Specifications. Contractor, its subcontractors, sub-subcontractors, and material or equipment suppliers may not use the Specification on other projects or for additions to the Facility outside the scope of the Work without the specific written consent of the County and the Architect.

2.3.12 Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities

and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

End of Article II.

Article III – Project Management

3.1 The Architect will administer the Agreement and will represent the County in relation to the Agreement during the Term. The Architect will have authority to act on behalf of the County only to the extent provided in the Agreement and Specification, unless otherwise modified in writing in accordance with other provisions of the Agreement.

3.2 The Architect shall review and approve all Submittals and has authority to reject any Work deemed defective under Section 2.3, above. Contractor shall promptly correct any Work rejected by Architect.

3.3 Architect is authorized to revise the Specifications and order changes in the Work that do not result in additional compensation to Contractor and that do not extend the time of performance of the Work beyond the Term.

3.4 The Architect will review and certify for payment Contractor's payment applications, in accordance with Article IV.

End of Article III.

Article IV – Compensation, Payment, Retainage

4.1 Compensation. In consideration of the Work, County shall pay Contractor an amount not to exceed \$ _____ (the "Compensation").

4.2 Progress Payments. Contractor shall submit applications for payment to the Architect not more frequently than once each calendar month, no later than the fifth Business Day of the month. Each such application shall be for Work performed during the previous calendar month. Application for payment shall be on AIA forms G702 through G707 and shall include such additional information as required by Architect.

4.2.1 Each application for payment shall include affidavits and waivers of lien by Contractor and all subcontractors, materialmen and suppliers waiving its right to file a lien against the Facility or County funds for Work covered by the previous application for payment and attesting that Contractor has paid in full all wages for labor and all invoices for services that were included in the previous application for payment for which payment was made by Contracting Party. Furnishing of such affidavits and waivers of lien, in the form approved by the County of Architect, shall be a condition to payment.

4.2.2 Architect shall review such applications and, upon approval of the Work specified therein, certify same to the County for payment.

4.2.3 County shall make progress payments on account of the Compensation to Contractor, on applications certified by Architect, within 30 calendar days of receipt of such certified application from Architect.

4.2.4 Upon payment to Contractor, title to all Work described in the applicable application for payment shall pass to the Owner.

4.2.5 Payments may be withheld on account of (a) defective Work not remedied, (b) claims filed by third parties, (c) failure of Contractor to make payments properly to subcontractors or for labor, materials or equipment, (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Compensation, (e) damage to the County or Owner, (f) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or (g) failure to carry out the Work in accordance with the Specifications.

4.3 Completion, Final Payment.

4.3.1 When the County, Architect, and Contractor agree that the Work is substantially complete, a Certificate of Substantial Completion will be issued. If a certificate of occupancy is required by law in order for the Owner to lawfully occupy the Facility, then the Work shall not be deemed substantially complete unless and until such certificate of occupancy is issued.

4.3.2 Final payment shall not become due until Contractor has delivered to the County or Architect a complete release of all liens arising out of the Work or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the County to indemnify the County against such lien. If such lien remains unsatisfied after payments are made, Contractor shall refund to the County all money that the County may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

4.3.3 Acceptance of final payment by Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

4.4 Retainage. _____-percent (____.0%) of each certified application shall be withheld as retainage. Retainage shall be paid to Contractor within 30 calendar days of acceptance of the Work by the County.

End of Article IV.

Article V – Insurance, Indemnification, Performance Bond

5.1 Generally. Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County. The Contractor shall cause the commercial liability coverage required hereunder to include: (1) the County, the Owner, and the Architect as additional insureds for

claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's performance of the Work; and (2) the County and the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

5.2 Insurance Policies. Contractor shall purchase and maintain the following insurance policies, written for not less than the following limits, or greater if required by law:

(a) Workers' Compensation. Workers' compensation insurance meeting the statutory requirements of the State of Ohio.

(b) Comprehensive or Commercial General Liability (including Premises-Operation; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage).

Bodily Injury:	Each Occurrence	\$ _____
	Aggregate	\$ _____
Property Damage:	Each Occurrence	\$ _____
	Aggregate	\$ _____
General Liability:	Aggregate	\$ _____

(c) Business Automobile Liability Insurance (including owned, non-owned, and hired vehicles).

Bodily Injury:	Each Occurrence	\$ _____
	Aggregate	\$ _____
Property Damage:	Each Occurrence	\$ _____
	Aggregate	\$ _____

(d) Builder's Risk Insurance. Builder's risk (or inland marine) insurance for direct physical loss or damage resulting from an insured peril to the building, structures and other improvements comprising all or part of the Facility, including materials and equipment that are intended for incorporation into the Facility, whether located at the site, in storage, or in transit. The policy shall include coverage for physical loss or damage from fire and other perils as are included under an "all risk" or "special form" policy and shall include such endorsements as are commercially available and typically procured for construction projects of a scope and size similar to the project. Policy limits shall be equal to the replacement cost of the Facility, subject to sub-limits commercially and reasonably available in the Ohio insurance market. The County shall be a named insured on the policy as its interests may appear.

5.3 Indemnification. In addition to all other rights and remedies under this Agreement, Contractor shall indemnify, defend and hold harmless the County and the Owner from and against any and all losses, in contract or in tort, arising, directly or indirectly, from, out of or in connection with: (a) any material breach of any representation or any warranty made by Contractor in this Agreement or in any other certificate or document delivered by Contractor to the County pursuant to this Agreement; (b) the negligence of Contractor or its subcontractors;

and (c) any breach by Contractor of any covenant or obligation of Contractor in this Agreement. Notwithstanding the provisions of this Section 5.2, Contractor shall not be liable for any losses arising from or to the extent incurred in connection with any injury to or death of a person or any damage to property (including loss of use) to the extent caused by the negligence or willful misconduct of the County.

5.3.1 Notice. The County shall notify Contractor promptly after the receipt of notice of any action against the County by a third party in respect of which indemnification may be sought pursuant to this Section 5.2; provided that a delay in giving such notice shall not affect the liability of Contractor under this Agreement, except to the extent the failure materially and adversely affects the ability of Contractor to defend the Action.

5.3.2 Defense. If any such action shall be made or brought against the County, then Contractor shall assume the defense thereof unless the County determines, in its reasonable judgment, that there is a conflict between the interest of the Contractor and that of the County with respect to the action, in which case the County shall be represented by counsel of its selection and the cost thereof shall be paid for by Contractor. If Contractor assumes the defense of the County, then such defense shall be with counsel of Contractor's selection, reasonably acceptable to the County, provided that Contractor provides written notice to the County that Contractor will undertake such defense and will indemnify the County with respect to such action. In such circumstances, the County shall (a) cooperate with Contractor and provide Contractor with such information and assistance as Contractor shall reasonably request in connection with such action, and (b) have the right, at the County's expense, to participate and be represented by counsel of its choice with respect to such action. If Contractor assumes the defense of any action hereunder, then Contractor shall control the settlement of such action; provided, however, that Contractor shall not conclude any settlement or consent to the entry of any judgment that does not include an unconditional release of the County from all liability in connection with the claim or action without the prior written consent of the County.

5.3.3 Survival. The obligations of Contractor set forth in this Section 5.3 shall survive termination or expiration of the Agreement.

5.4 Performance Bond. Contractor shall furnish to the County a performance bond in the amount of \$_____.

End of Article V.

Article VI – Dispute Resolution and Termination

6.1 Dispute Resolution. Any dispute between Contractor and the County arising out of or relating to this Agreement, except for disputes relating to right of either party to terminate this Agreement in accordance with this Article 6, shall be subject to mediation as an express condition precedent to the institution of any legal or equitable proceedings by either the Contractor or the County. The parties shall endeavor to resolve any such dispute through mediation conducted pursuant to the Construction Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party and with the American Arbitration Association. The prevailing party shall be entitled to

reimbursement of the mediator's fee and the filing fees paid by such party. In addition, all costs and expenses incurred by either party in connection with the mediation shall be borne and paid by the unsuccessful party. The mediation shall be held in the County of Cuyahoga (in a place selected by County), unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

6.2 Termination for Default. Either party may terminate this Agreement, in whole or in part, if the other has materially failed to fulfill its obligations and responsibilities hereunder, and such Party is unable to cure such failure within a reasonable period of time, not less than 10 Business Days nor more than 30 calendar days, or such longer period of time as may be specified in writing by the terminating party. Such termination shall be referred to as "Termination for Default".

6.2.1 If either party has materially failed to perform its obligations and responsibilities hereunder, the party seeking termination shall notify the defaulting party in writing of the failure and of the time period that has been established to cure such failure (the "Default Notice").

6.2.2 If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party (the "Termination Notice"), terminate this Contract, in full or in part, as of the date specified in the Termination Notice. Termination by the County will not result in any penalty to additional costs to the County; provided, however, that Contractor shall be paid for all Work completed on or prior to the date of the Termination Notice.

6.2.3 In lieu of a Termination Notice by the County due to Contractor's failure to complete the Work during the Term, the County may, in the County's sole discretion, accept, and Contractor agrees to pay, as liquidated damages, \$____ per calendar day beginning on the last date of the Term and continuing until the Work is completed, as determined by the Architect. The Parties agree that any harm to the County in the event of a breach of any provision of this Agreement by Contractor will be difficult to quantify, and that the amount set forth herein is reasonable and not intended as a penalty.

6.3 Termination for Convenience. The County may terminate this Agreement at any time for the County's convenience and without cause, upon 10 days notice to Contractor. Contractor shall be entitled to payment for any Work completed prior to such termination and approved by Architect.

6.4 Termination for Financial Instability. In the event that Contractor becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against Contractor of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Agreement.

End of Article VI.

Article VII – Miscellaneous Provisions

7.1 Federal Requirements. Contractor shall comply with the following, as applicable:

- (a) Title VI of the Civil Rights Act of 1964, (P.L. 88-352) and the HUD regulations under 24 CFR. Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Contractor, this assurance shall obligate the Contractor, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- (b) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
- (c) Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the States shall, on the grounds of race, color, national origin, or sex, be excluded from participating in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with ARRA HWAP funds. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to any otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.
- (d) Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal government or provided with Federal financial assistance.
- (e) Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government Contractors and recipients and under Federally assisted construction Contractors.
- (f) County of Cuyahoga's, Ohio Resolution Number 1895 dated July 4, 1975 et seq. adopting an expanded program for Equal Opportunity in all activities funded by or through the County of Cuyahoga, Ohio.

- (g) The National Affordable Housing Act of 1990 (P.L. 101-625) adds religion as a basis on which Contractors may not discriminate in the programs and activities funded under HWAP.
- (h) The Fair Housing Act (P.L. 90-284) requires that all programs and activities related to housing and community development are administered in a manner to affirmatively further the policies of the Act.
- (i) Section 3 of the Housing and Community Development Act of 1968
 - (A) The work to be performed under this Agreement is on a project assisted under a program providing direct Federal assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - (B) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - (C) Contractor will send to each labor organization or representative of workers with which he has collective bargaining agreement or other contract or understanding, of any, written notice advising the said labor organization or workers representative of this commitment under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (j) Labor Standards for Construction Activities.
 - (A) The Contractor shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contracts Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 USC 276a-278a-5; 40 USC 327 and 40 USC 276C) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Contractor shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County when requesting reimbursement.
 - (B) Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all sub-contracts in excess of \$2,000.00 for construction, renovation or repair work and funded in

whole or in part with federal funds shall comply with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 2, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provision meeting the requirements of this paragraph.

7.2 Other Requirements. Contractor shall comply with the following:

- (a) Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- (b) Audits and Inspections. At any time during normal business hours and as often as the County, HUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the County, HUD and/or representatives of the Comptroller General for examination all records of the Contractor with respect to all matters and the Contractor shall permit the County, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all Agreements, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters. In addition to the above-described inspections, the County may perform inspections of the program facilities and/or records at any time it deems desirable.
- (c) Conflict of Interest. No employee, agent, Contractor, officer or elected or appointed official of the County or Contractor who exercises or has exercised any functions or responsibilities with respect to the Work or any of the activities that are in any way connected with this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities or Work, may obtain a personal or financial interest or benefit from any such activity or Work, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds hereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- (d) Employment Discrimination Prohibited. During the performance of this Agreement, Contractor agrees as follows:
 - (A) Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, handicap, ancestry or Vietnam-era or disabled veteran status.
 - (B) Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race,

religion, color, sex, national origin, age, handicap, ancestry or Vietnam-era or disabled veteran status. as used herein, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated.

- (C) Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the Contractor setting forth the provisions of this nondiscrimination clause.
- (D) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that the Contractor is an Equal Opportunity Employer.
- (e) Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designated to support or defeat legislation pending before the Congress or any public body.

7.3 Representations and Warranties. Contractor represents and warrants that:

- (a) Contractor has obtained and shall maintain any and all licenses and permits required for the performance of the Work;
- (b) Contractor shall comply with all applicable laws in performing the Work, and shall comply with directives of governmental agencies and the County relating to safety, security, traffic or other like matters relating to the Facility.

7.4 Independent Contractor. Contractor is acting and shall perform the Work under this Agreement as an independent contractor.

7.4.1 Nothing contained in this Agreement or in the relationship between the County and the Contractor shall be deemed to constitute a partnership, joint venture, or any other relationship among them, and the Contractor's authority is strictly limited to performing the Work in accordance with the terms and conditions hereof. The Contractor shall have no authority to execute any contracts, subcontracts or agreements for or on behalf of the County, nor to assume or create any obligation or liability or make any representation, covenant, agreement or warranty, express or implied, for the County or the County's behalf, or to bind the County in any manner whatsoever, without, in each case, written consent, approval, or instructions having been given or provided by the County.

7.4.2 Contractor hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal

officials; and Contractor also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

7.5 Protection of Persons and Property, Compliance with Laws.

7.5.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees on the Work and other persons who may be affected thereby; (b) the Work and materials and equipment to be incorporated therein; and (c) other property at the site or adjacent thereto.

7.5.2 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which Contractor is responsible under this Agreement.

7.6 Assignment, Transfer or Delegation. Neither this Agreement nor any of the rights, interests or obligations of Contractor hereunder may be assigned, transferred or delegated in whole or in part by the Contractor without the prior written consent of the County, which consent may be denied, withheld or granted in the sole discretion of the County.

7.7 Labor and Material. Contractor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment to Contractor in the execution of this Agreement, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.

7.8 Personal Property Taxes. The County of Cuyahoga shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the County, nor shall the County pay any insurance premiums for any coverage of any property not owned by the County. No conditions shall alter this statement.

7.9 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered or on the second business day after being deposited in United States registered or certified mail, postage prepaid, and addressed to:

the County at: Cuyahoga County Department of Development
Reserve Square
1701 East 12th Street, 1st Floor
Cleveland, Ohio 44114
Attention: Director

and

Cuyahoga County Executive
1219 Ontario Street – 4th Floor
Cleveland, Ohio 44113
Attention: Law Director

the Contractor at: _____

Attn: _____

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

7.10 Severability. If any section, provision in this Agreement or any portion thereof shall be invalid or unenforceable for any reason, such invalidity or lack of enforceability shall not affect the validity or enforceability of any other section, provision or portion thereof. To the extent an interpretation of a section, provision or a portion thereof can be made which will make it valid or enforceable, the Parties agree that the interpretation making it valid or enforceable should be chosen.

7.11 Survival of Terms. Termination or expiration of this Agreement for any reason shall not release either party from any liabilities or obligations set forth in this Agreement which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

7.12 Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

7.13 Entire Agreement; Amendments. The terms and conditions of this Agreement, including all Exhibits attached hereto, constitute the final written expression of the agreement between the parties and are a complete and exclusive statement of the terms and conditions of this Agreement and may not be amended except in a writing signed by the parties hereto. Any amendments or modifications to this Agreement and any consents, approvals or instructions which may be required of the County under this Agreement may be given only by the County Executive or Director of Development.

7.14 Language. The language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party. This Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with herein. In

addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

7.15 Headings and Interpretation. The article and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

7.16 Governing Law. This Agreement shall be governed by the laws of the State of Ohio.

7.17 Force Majeure. The time for performance or observance of any of the covenants and agreements to be performed or observed by Contractor under this Agreement shall be extended for delays caused by Force Majeure. For the purposes hereof, the term Force Majeure shall mean and include: (i) delays in the performance of the work by reasons for regional strikes, lockouts, accidents, acts of God or other causes beyond the Contractor's reasonable control, (ii) the failure by the County or Owner to furnish necessary information required under this Agreement, (iii) the failure by the County or Architect to approve or disapprove the Contractor's Submittals or Work as and when required under this Agreement, (iv) delays resulting from late, slow or faulty performance by the County, other contractors or consultants of the County, or by government agencies whose performance of work is precedent to or concurrent with the performance of the Contractor's work under this Agreement.

7.18 Electronic Signature. The Parties agree to conduct this transaction by electronic means and agree that all documents requiring signatures by the County may be executed by electronic means, and that the electronic signatures affixed by the County to this Agreement shall have the same legal effect as if that signature was manually affixed to a paper version of this Agreement. The Parties also agree, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

7.19 Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

End of Article VII

{Balance of this page intentionally left blank; signatures follow.}

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of _____, 2011 which shall be deemed the effective date for all purposes of this Agreement.

CONTRACTOR:

By: _____
_____, *{title}*

COUNTY:

COUNTY OF CUYAHOGA, OHIO
a county and political subdivision of
the State of Ohio

By: _____
Edward FitzGerald, County Executive

List of Exhibits

Exhibit A	Facility Description
Exhibit B	Specifications
Exhibit C	Access License

BID BOND

Bond No. _____

KNOWN ALL MEN BY THESE PRESENTS, that we:

(Insert full name and address or legal title of Contractor)
as Principal, hereinafter called the Principal, and:

(Insert full name and address or legal title of Surety)
a corporation duly organized and authorized to transact business under
the laws of the State of Ohio

_____ as Surety, hereinafter called the Surety, are held and firmly bound
unto The Cuyahoga County hereinafter called the Obligee, in the sum of:

DOLLARS (\$ _____)

(In Words)

for payment of which sum, well and truly to be made, the said Principal and the said Surety bind
ourselves, our heirs, executors, administrators, successors and assigns jointly and severally,
firmly by these presents. The CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the
Principal has submitted the accompanying bid, dated:

20 _____ for: _____

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall
enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such
bond or bonds as may be specified in the bidding or Contract Documents with good and
sufficient surety for the faithful performance of such Contract and for the prompt payment of
labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the
Obligee the difference not to exceed the penalty hereof between the amount specified in said Bid
and such larger amount for which the Obligee may in good faith contract with another party to
perform the Work covered by said bid or an appropriate required amount as specified in the
Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force
and effect.

SIGNED SEALED AND DATED THIS _____ DAY OF _____, 20____

(Principal)

(Witness)

(Title)

SURETY

BY _____
(Attorney-in-Fact)

Note: In lieu of such bond, the Bidder shall include with his proposal, a Certified Check, Bank Draft, or U.S. Government Bond at par value, payable to the Obligee.

Certified Check for _____

DOLLARS - ON _____ BANK OF _____

_____ DEPOSITED HEREWITH

_____ BIDDER

BY _____

_____ TITLE

FORM OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That

We the undersigned _____ as PRINCIPAL, and _____ as SURETY a corporation duly organized and authorized to transact business under the laws of the State of Ohio are hereby held and firmly bound unto the _____, a body corporate and politic, in the penal sum of _____ Dollars (\$_____) for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed this _____ day of _____, 20____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, 2011, enter into a contract with the Cuyahoga County, which said contract is made a part of this bond the same as though set forth herein;

NOW, if the said _____ shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and material furnished in the carrying forward, performing or completing of said contract; we agreeing and assenting that this 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 surety hereby stipulates and agrees that no modifications, omissions or additions or forbearance on the part of the Cuyahoga County, or to, the terms of said contract, or in, or to, the plans or Specifications therefore shall, in any way, affect the obligations of the said surety on its bond. Notice to the surety of any such modification, omission, addition or forbearance is hereby waived.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument this _____ day of _____, 2011, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

If a Corporate Principal: Principal _____

Secretary _____

If a Partnership: Principal _____

Partner _____

If an Individual: Principal _____

Trading as _____

Corporate Surety: _____

By _____

ATTEST:

(Seal)

The rate of premium on this Bond is \$ _____ per thousand.

The amount of premium charges: \$ _____.

(The above must be filled in by a corporate surety).

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, Secretary of the corporation named as principal in the within bond, certify that _____ and _____ who signed said bond on behalf of the principal were then _____ president and _____ secretary of said corporation; that said bond was duly signed for and in behalf of said corporation by authority of its Board of Directors and is within the scope of its corporate power.

(Attach hereto the current Power of Attorney of the person executing this bond for the Surety.)

FORM OF BID

PROJECT:

**RQ20209 - Cuyahoga County's Home Weatherization Assistance Program
for the Westerly I Apartments 14300 Detroit Road Lakewood, Ohio 44107**

FROM:

(Name of Bidder)

(By-Sign)(Title)

(Address)

(Telephone Number - Include Area Code)

TO:

Proposals must be deposited in the bid box in the
**Office of Procurement and Diversity, Room 110,
County Administration Building,
1219 Ontario Street, Cleveland, Ohio 44113**

BASE BID: Stipulated Sum Base Bids are requested for each package listed below. A bidder may bid independently on (1) one or all work areas. A bidder may submit a combined bid. All bids are to be based on the current applicable State of Ohio prevailing wage rates. The lowest qualified combined bid (Bid Package #5) or combination of qualified independent bids (Bid Packages #1 through #4) will be accepted by The County. All bidders must be approvable by the State of Ohio prior to contract award. The minimum requirements are as follows. Final determination of approvability is made by the State of Ohio:

1. Hold any State license required for the work to be done.
2. Have at least \$1 million general and pollution liability insurance.
3. Not be debarred from federally funded contracts.
4. Not have any unresolved State of Ohio audit findings.
5. Have valid Workers Compensation Insurance.
6. Meet all City of Lakewood contractor requirements.

The undersigned having inspected the construction site and become familiarized with all conditions likely to be encountered affecting the cost and schedule of work, and having examined all of the Contract Documents, hereby proposes to furnish all labor, materials, tools, equipment and services required to perform all of the work in strict accordance with the Contract Documents as prepared by the Architect, Creative Housing Solutions, Inc., subject to budgeted funds, within the time specified for completion.

BID PACKAGE #1 - Window Replacement and Insulation: **Estimated Cost \$694,920**

1. Window replacement per sheet A-0, A-1, A-2, Specification Divisions 1-16
2. Additional Insulation per sheet A-0, A-1, A-2, Specification Divisions 1-16
3. Air Conditioning Sleeve Replacement per sheet A-0, A-1, A-2, Specification Divisions 1-16

DOLLARS

(In Words)

\$

(In Figures)

BID PACKAGE #2 - Heating and Ventilation Systems: **Estimated Cost \$ 660,000**

1. Boiler System Replacement
2. Domestic Water Heating System Replacement
3. Energy Recovery Ventilator System
4. Chimney Cap and associated rooftop work
5. Boiler Room Window, Louver and Exhaust Fan
6. All above work per sheets A-0, A-2, E-1, E-2, H-1, H-2, H-3, H-4, H-5, H-6, H-7, Specification Divisions 1-16

DOLLARS

(In Words)

\$

(In Figures)

BID PACKAGE #3 - Lighting Fixture Replacement: **Estimated Cost \$167,113**

1. Apartment Unit lighting fixture replacement per sheet A-0, A-3, Specification Divisions 1-16
2. Common Area lighting fixture replacement per sheet A-0, A-3, Specification Divisions 1-16
3. Exit lights per sheet A-0, A-3, Specification Divisions 1-16

DOLLARS

(In Words)

\$

(In Figures)

BID PACKAGE #4 - Plumbing Fixture Replacement: **Estimated Cost, \$ 54,120**

1. Apartment Unit plumbing fixture replacement per sheet A-0, A-3, Specification Divisions 1-16
2. Common Area plumbing fixture replacement per sheet A-0, A-3, Specification Divisions 1-16

DOLLARS

(In Words)

\$

(In Figures)

BID PACKAGE #5 - Combined Bid - Complete Scope: **Estimated Cost \$1,576,153.00**

1. Window Replacement and Insulation;
2. Heating and Ventilation System;
3. Lighting Fixture Replacement;
4. Plumbing Fixture Replacement

DOLLARS

(In Words)

\$

(In Figures)

UNIT PRICES: The contractor shall provide unit prices for the following items, which shall be used to determine compensation for additional items utilized on an as needed basis. The Owner shall determine the need. The Owner may use these unit prices to either increase or decrease the contract amount. Unit prices that are not considered to be reasonable by the Owner shall be negotiated such that a fair and justifiable unit cost is determined.

Lighting Fixture Replacement	Cost per (1) fixture	Plumbing Fixture Replacement	Cost per (1) fixture
Replacement of E-1	\$	Replacement of P-1	\$
Replacement of E-2	\$	Replacement of P-2	\$
Replacement of E-3	\$	Replacement of P-3	\$
Replacement of E-4	\$		
Replacement of E-5	\$		
Replacement of E-6	\$		
Replacement of E-7	\$		
Replacement of E-8	\$		
Replacement of E-9	\$		
Replacement of E-10	\$		
Replacement of E-11	\$		
Replacement of E-12	\$		
Replacement of E-13	\$		
Replacement of E-14	\$		
Replacement of E-15	\$		

ADDENDA: The undersigned further acknowledges receipt of addenda as listed below and represents that any additions or modifications to, or deletions from the work called for in these Addenda, are included in the Base Bid Sum, Alternates and unit Prices if affected hereby.

Addenda No. Date Addenda No. Date

Note: If no Addenda have been received, write "NONE"

ASSIGNMENT: The undersigned represents that no assignment, sublease, or transfer of all or any part of his interest in this proposal has been made or will be made without the written consent of the Owner.

EQUAL EMPLOYMENT OPPORTUNITY: The contractor shall comply with all applicable local, state and federal Affirmative Action and Equal Employment Opportunity laws and requirements. The contractor agrees not to discriminate against any persons in conjunction with the performance with this contract.

PROPOSED SUBCONTRACTORS AND MAJOR SUPPLIERS: The undersigned agrees, if notified by The Owner that this firm is the apparent low bidder, that the undersigned will promptly submit in writing a listing of all prospective subcontractors and major material suppliers for acceptance by the Owner.

DECLARATION: The undersigned declares, by executing this proposal, that:

- A. This proposal shall remain valid for acceptance by the Owner for a period of ninety (90) calendar days.
- B. All requirements concerning licensing and all other local, state and national laws have been or will be complied with and that no legal requirements will be violated in the execution of the work if the Proposal is accepted.
- C. Agrees to provide a written warranty for correction or replacement of any faulty work or materials for a period 12 months after completion and acceptance of the last building. This warranty shall include all labor and material.
- D. No person or persons or company other than the firm listed below or otherwise indicated hereinafter have any interest whatsoever in the Proposal or the Contract that may be entered into as a result thereof. This Proposal is submitted in good faith, without collusion or fraud.
- E. The person(s) signing this proposal is/are authorized to sign on behalf of the conditions and provisions thereof.
- F. By submitting this bid, the bidder declares that he is capable of performing the subject work and has at least 3 years experience in similar work and has the necessary credit to perform the work.
- G. The bidder certifies that it is not debarred by any federal, state or city agency, or otherwise prohibited from performing a federally funded project.
- H. The bidder certifies that it has not unresolved findings with the Ohio Auditor of State.

I. The performance period begins July 1, 2011 and all work shall be completed as follows, except as either date is modified by the Cuyahoga County.

1) BID PACKAGE #1 - Window Replacement and Insulation:	Completion Date - Wednesday, 11/30/2011
2) BID PACKAGE #2 - Heating and Ventilation Systems:	Completion Date - Monday, 10/17/2011
3) BID PACKAGE #3 - Lighting Fixture Replacement:	Completion Date - Monday, 10/17/2011
4) BID PACKAGE #4 - Plumbing Fixture Replacement:	Completion Date - Monday, 10/17/2011
5) BID PACKAGE #5 - Combined Bid - Complete Scope:	Completion Date - (only work associated with bid package #1 is to be completed on 11/30/2011, work associated with bid packages #2,3 and is to be completed on 10/17/2011)

SUBMITTED BY: _____

THIS DAY OF: _____

NAME OF FIRM: _____

ADDRESS: _____

(Street & Number)

CITY & STATE: _____

OPERATING AS: _____

(Complete, and strike out words that do not apply)

A CORPORATION UNDER THE LAWS OF THE STATE OF: _____ OR

A PARTNERSHIP/SOLE PROPRIETOR

(Give full names of all partners)

THE OWNER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS REGARDLESS OF THE BID AMOUNT, WHEN IT IS IN THE BEST INTEREST TO DO SO, AND RESERVES THE RIGHT TO WAIVE ANY INFORMALITY IN BIDS RECEIVED WHENEVER SUCH WAIVER IS IN THE BEST INTEREST OF THE OWNER.

NOTE: THIS BID, WITH SUPPORT DOCUMENTS, IS TO BE SUBMITTED IN A SEALED ENVELOPE CLEARLY MARKED AS FOLLOWS:

RQ20209

Cuyahoga County's Home Weatherization Assistance Program for the Villa Serena Apartments

DELIVER BID TO:

**Office of Procurement and Diversity, Room 110,
County Administration Building,
1219 Ontario Street, Cleveland, Ohio 44113**

Proposals will be accepted until two o'clock in the afternoon (2:00 P.M.) local time on the Bid Due Date at which time and place the proposals received will be publicly opened and read aloud. The clock located in the Office of Procurement and Diversity shall determine the official time. Not other bid delivery methods will be opened.

DOCUMENT 00 45 19

Non-Collusion Affidavit

State of Ohio _____

County of Cuyahoga _____ SS.

being first duly sworn,

deposes and says that he/she is (owner/partner/president) _____

of _____ the party
making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said person to put in a sham bid, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to secure any advantage against the County of Cuyahoga or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further that such bidder has not, directly or indirectly submitted the bid, or contents thereof, or divulged information relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____ 20 _____

Notary Public

My commission expires _____

CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13 OF THE O.R.C.

Check all applicable boxes.

BUSINESS NAME: _____

DOCUMENT NO(s).: _____

CONTRACTS AWARDED TO INDIVIDUAL, PARTNERSHIP, OTHER UNINCORPORATED BUSINESS, ASSOCIATION (INCLUDING A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785), ESTATE, OR TRUST MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(I)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- THE INDIVIDUAL
- EACH PARTNER OR OWNER OF THE PARTNERSHIP OR UNINCORPORATED BUSINESS
- EACH SHAREHOLDER OF THE ASSOCIATION
- EACH ADMINISTRATOR OF THE ESTATE
- EACH EXECUTOR OF THE ESTATE
- EACH TRUSTEE OF THE TRUST
- EACH SPOUSE OF ANY OF THE PRECEEDING PERSONS
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF ANY OF THE PRECEEDING PERSONS
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

CONTRACTS AWARDED TO A CORPORATION OR BUSINESS TRUST (EXCEPT A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785) MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(J)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- EACH OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH SPOUSE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

It is hereby certified that all of the persons listed above are in compliance with section 3517.13(I)(1) or 3517.13(J)(1) of the Ohio Revised Code.

IF CONTRACTING ENTITY IS A NONPROFIT CORPORATION ESTABLISHED UNDER ORC CHAPTER 1702, THE UNDERSIGNED CERTIFIES THAT SECTIONS 3517.13(I)(1) AND 3517.13(J)(1) ARE NOT APPLICABLE TO THE CONTRACTING ENTITY.

PRINTED NAME

TITLE

SIGNATURE

DATE

ELECTRONIC SIGNATURES

BY ENTERING INTO THIS CONTRACT, OR BY SUBMITTING A BID, I AGREE ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. I ALSO AGREE ON BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE SIGNATURE POLICY OF CUYAHOGA COUNTY.

PRINTED NAME

TITLE

SIGNATURE

DATE

Ohio Department of Public Safety
DIVISION OF HOMELAND SECURITY
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND-FUNDING CONTRACTS

In accordance with Section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION
This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion list).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME	FIRST NAME		MI
HOME ADDRESS			
CITY	STATE	ZIP	COUNTY
HOME PHONE		WORK PHONE	

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

LAST NAME	FIRST NAME		MI
BUSINESS/ORGANIZATION NAME			PHONE
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY

DECLARATION

In accordance with Section 2909.32 (A) (2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? Yes No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question of this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company business or organization referenced on page of this declaration.

X

APPLICANT SIGNATURE

DATE

Certificate of Exemption
PRESCRIBED BY THE TAX COMMISSIONER, RULE NO. TX-11-03

CUYAHOGA COUNTY
Political Subdivision #29 / State of Ohio

The undersigned hereby certifies that the articles of tangible personal property purchased under this certificate were purchases for incorporation into a structure or improvement to real property under a construction contract with Cuyahoga County, Political Subdivision #29 of the State of Ohio.

PROJECT TITLE / LOCATION: _____

DATE OF COMMENCEMENT: _____

DATE OF COMPLETION: _____

This certificate shall be considered a part of each order for the specific contract identified above and shall be retained by the vendor. This certificate must be signed by both the contractor and contractee.

Signed _____
(Prime Contractor)

By _____

Title _____

Address _____

Date _____

Signed _____
(Contractee)

By _____

Title _____

Address _____

Date _____

**Certification of Personal Property Tax
STATE OF OHIO
COUNTY OF CUYAHOGA**

Before me, a Notary Public, in and for said County and State, personally appeared _____
(name)
who, being duly sworn that he / she is the owner or an officer of _____,
(company)
and having been awarded a public contract let by competitive bid, and that by this statement, says that at this
time neither he/she, nor the corporation is charged with any delinquent personal property taxes on the general tax
list of personal property of any county, or that attached hereto is a list of all delinquent personal property taxes
charged against him/her or the corporation.

(Name of Company)

By _____
(Signature)

Sworn to before me and signed in my presence this _____ day of
_____, in the year of two thousand _____.

Notary Public

This certification is in compliance with Section 5719.042 of the Ohio Revised Code, which requires a certification of
delinquent personal property tax by any successful bidder prior to the execution of the contract of a political
subdivision and in the event there are any due and unpaid delinquent taxes, a copy of this statement shall be
transmitted to the County Treasurer within thirty days.

**INTERNATIONAL CODE DIVISION**

President
JEFFREY A. GRUSENMAYER RA NCARB
Master Plans Examiner, Building Official

Associate
JASON D. GULDUN RA NCARB
INTERIM MASTER PLANS EXAMINER

grusenmeyerarchitects.com

April 11, 2011

Robert J. Apanasewicz, P.E.
City of Lakewood, Division of Building Inspection
12650 Detroit Ave.
Lakewood, Ohio 44107

RE: Plan Review No. 1103

PROJECT: Westerly Apartments Weatherization, 14300 Detroit Ave., Lakewood, Ohio 44107

OWNER: N/I

DESIGN PROFESSIONALS:

Discipline	Name	Ohio. Reg. No.
ARCHITECT	Dudrow	9490
STRUC ENGINEER		
MECH/PLUMB ENGINEER		
ELEC ENGINEER		

OCCUPANCY CLASSIFICATION: R-3

MIXED OCCUPANCY FIRE SEPARATION: N/A

TYPE OF CONST. CLASSIFICATION: Required, see comments

SPACE	UNIT AREA (s.f.)	OCCUPANCY	OCCUPANCY FACTOR	OCC. LOAD
N/A				

BUILDING HEIGHT: 3 story(ies)

FIRE PROTECTION SYSTEMS: Automatic Sprinkler Standpipe Fire Alarm Fire Detection Smoke Control Smoke and Heat Vents Explosion Control
 Commercial Kitchen Hood/Suppression

Please find enclosed the plan review report for the above named project.

Sincerely,

Jeffrey A. Grusenmeyer, RA, NCARB, President
JEFFREY A. GRUSENMAYER & ASSOCIATES, INC., ARCHITECTS
Certified Master Plans Examiner, Certified Building Official
ENCL: Plan Review Report

PLAN REVIEW REPORT

DATE: April 11, 2011

RE: Plan Review No. 1103

PROJECT: Westerly Apartments Weatherization, 14300 Detroit Ave., Lakewood, Ohio 44107

The documents have been reviewed in accordance with OBC 107.1, 107.4, 107.5, and 107.6. The following comments are recommendations which the Building Official may accept or reject at his sole discretion in accordance with his responsibilities under OBC 107.5.1 and OBC 106.1 inclusive.

Nonconformance approval of the drawings may be provided per OBC 105.1.1. The Owner or his representative shall submit revised construction documents showing evidence of compliance with the applicable provisions of the rules of the Board. In the event such construction documents are not received within 30 days, the building official shall issue and adjudication order revoking the plan approval. Items 1 through 5 are provided to indicate a statutory requirement or the basis under which the plan review was completed, and require no further comment:

1. The construction, erection, and alteration of a building and any addition thereto, and the equipment and maintenance thereof, shall conform to the required plans which have been approved by the building official, except for minor deviations which do not involve a violation of the rules of the Board. OBC 105.2.
2. One set of approved construction documents shall be kept at the work site along with manufacturer's installation instructions and product information, and shall be open available for use by the inspector. OBC 107.7.
3. If substantive changes to the building are contemplated after first document submission, or during construction, those changes must be submitted to the building official for review and approval prior to those changes being executed. OBC 106.3.
4. A building or structure enlarged, extended or altered, in whole or in part, shall not be occupied or used until a certificate of occupancy has been issued. Occupancy of spaces within a building which are unaffected by the work of alteration shall be allowed to continue if the building official determines the existing spaces can be occupied safely until the completion of the alteration. OBC 111.1.2.
5. After construction documents have been approved, construction or work may proceed in accordance with the approved documents. Construction or work for which an approval is required shall be subject to inspection by the building official. It shall be the duty of the owner or owner's duly authorized representative to notify the building department when work is ready for inspection. Access to and means for inspection of such work shall be provided for any inspections that are required by this code. OBC 108.1.
6. Verify the stated construction type, which is indicated as type VB on the cover sheet. OBC 602.1. The building is most likely a type I.

7. Verify that drawings are titled properly. Drawing titles A3, E and H drawings indicate Villa Serena Apartments. OBC 106.1.1.
8. Provide a shaft enclosure per OBC 707.2 or provide protections in accordance with OBC 712.4 (OBC 707.2 exception 4) for the electrical conduit runs indicated on sheet A3.
9. Verify vents on east side sheet H1 maintain the required clearances at the property line. OMC 401.4.
10. Provide the materials and methods for maintaining the required structural integrity, fire resistance ratings and, fire stopping for penetrations of the required fire resistance rated systems. The general notes provided are non specific on sheet H1. OBC 106.1.1.14.

The foregoing plan review report is based on a general review of code requirements and is not intended to be comprehensive in nature. The Architect, Engineer and Contractor are not relieved from the requirement to comply with the OBC, the OMC, OPC, the NEC, and all other applicable codes and ordinances. The Architect, Engineer, and/or Certified Sprinkler Designer of record under OBC 106.2, OBC 107.4.3, OBC 107.4.4, or ORC 3791.04 retain sole responsibility for design, plan preparation, and for the provisions for safety and sanitation shown therein.

There may be other regulations applicable under local, state, or federal statutes which this examiner has no authority to enforce and therefore have not been evaluated as part of this plan review.

PRE-BID MEETING AGENDA



Date and Location: *May 10, 2011, 10 a.m. - Project Site*

Contract For: *RQ20209 - Cuyahoga County's Home Weatherization Assistance Program for the Westerly Apartments, 14300 Detroit Ave., Lakewood, Ohio 44107*

Estimated Cost: *\$1,576,153.00*

1. Introduction of participants
2. Document availability – where and how to obtain
 - a. Project proposals shall be in accordance with the plans and specifications prepared by the Cuyahoga County Department of Development and on file at the Office of Procurement and Diversity of the Board of Cuyahoga County Commissioners, Room 110, 1219 Ontario Street, Cleveland, Ohio 44113.
 - b. A non-refundable fee of \$50.00 shall be paid in advance for each set of Bid Documents. The fee shall be a certified check or money order on a solvent account payable to "Treasurer of Cuyahoga County, Ohio" Personal Checks or Cash shall not be accepted.
3. Proposals must be deposited in the bid box in the Office of Procurement and Diversity, Room 110, County Administration Building, 1219 Ontario Street, Cleveland, Ohio 44113.
 - a. Bids received from bidders that are not a 'Bidder of Record' will be rejected.
 - b. To become a bidder of record, documents must be obtained at the above address.
 - c. Each bidder is required to furnish with its proposal a bid bond in the full amount (100%) of the bid, or a certified check or cashier's check made payable to the Treasurer of Cuyahoga County in the amount of ten percent (10%) of the bid.
 - d. The winning bidder will be required to furnish a performance bond in the full amount (100%) of its winning bid.
 - e. Cuyahoga County is Sales Tax Exempt
 - f. Builder's Risk Insurance is to be included in each bid package.
 - g. Prevailing Wage - Davis-Bacon
 - h. Specifications are divided into four packages. Bidders may bid on one or more packages or all packages.
 - i. Substitutions per Section 01631.
4. Important dates:
 - a. Bid Due Date and Time
 - i. May 23, 2009 at 2:00 pm
 - b. Bidder questions due date
 - i. May 12, 2009 at 2:00 pm
 - c. Addendum Issue Date
 - i. May 13, 2009 at 2:00 pm
 - d. Anticipated contract award date
5. Format for submitting bidder questions. To whom and what format (e-mail, fax)
 - a. Edward Wright, Creative Housing Solutions;

PRE-BID MEETING AGENDA



- b. Phone: 1- (800) 321-5270 toll-free;
- c. Fax: (866) 339-0024 toll-free fax
- d. Email: ewright@chs-incorp.com

Scope Summary:

- A. **Permits:** The Contractor is responsible for applying and paying for all permits, including the general building permit, inspections, licenses and other regulatory requirements associated with this project. The cost of these permits, inspections, licenses and other regulatory requirements shall be included in the base bid.
 - 1. The Plan review process for the General Building Permit was started. Responses will be included in an addendum.
 - 2. Allowances
- B. **Bid Package #1 - Window and Door Replacement:**
 - 1. Window replacement
 - 2. Additional Attic Insulation
 - 3. Air Conditioning Sleeve Replacement
 - 4. Hazardous materials
 - 5. Completion Date - Wednesday, 11/30/2011
- C. **Bid Package #2 - Boiler and Domestic Water Heating System Replacement:**
 - 1. Boiler System Replacement and associate components and systems. Chimney Cap.
 - 2. Domestic Water Heating System and associate components and systems
 - 3. Energy Recovery Ventilation System and associated Roof top duct work
 - 4. Hazardous materials
 - 5. Completion Date - Monday, 10/17/2011
- D. **Bid Package #3 - Lighting Fixture Replacement:**
 - 1. Apartment Unit lighting fixture replacement
 - 2. Common Area lighting and Exit light replacement
 - 3. Hazardous materials
 - 4. Completion Date - Monday, 10/17/2011
- E. **Bid Package #4 - Plumbing Fixture Replacement:**
 - 1. Apartment Unit plumbing fixture replacement
 - 2. Common Area plumbing fixture replacement
 - 3. Hazardous materials
 - 4. Completion Date - Monday, 10/17/2011
- F. **Bid Package #5 - Full Scope - All Bid Packages:**
 - 1. Completion Date - only work associated with bid package #1 is to be completed on 11/30/2011, work associated with bid packages #2,3 and 4 is to be completed on 10/17/2011
- G. Questions

PRE-BID MEETING AGENDA



Pre-Bid Sign-in

Name	Company	Email
BRETT SMITH	DELREY WINDOWS INC	Bsmith@DELREYWindows.com
JIM ARTHUR	G&B ELECTRIC CO.	JIMARTHUR@GB-ELECTRIC.com
Steve McCartney	Tri-County Electric	smccartney@tricountyelectric.com
John Prochazka	J Prochazka	JohnProchazka1@Hotmail.com
MARIE MUTH	DIAL electric	MMUTH@DIAL-electric.com
Steve Zeidner	Fiberglass Ins	ZMANOE@msn.com
Bill Kuta	SPACE Comfort	ZMANOE@msn.com
Pat O'Connor	CHS - ARCHITECT	BILLK@SPACEComfort.com
Jim Lesby	Jims mechanical Services	JIMSMECHANICAL@gmail.com
Ryan Pierce	MACK PLUMBING	Ryan@MACKPLUMBING.com
BRAD DOST	ACABAS Construction	BRAD@ACABAS.com
TED DREYER	PM GROUP DIV	Tdreyer@whigard.com
Dave Affolter	Simpson Hg cooling	HW@Simpsonheating.com
RICHARD BERRY	BERRY INSULATION	berrymInsulation@hotmail.com
ANGELA PHILMOW	PROCUREMENT: Diversity	aphilmon@cuyahoga county.
Scott Kosman	LAKELAND GLASS CO	Skosman@LAKELANDGLASS.com
John Paul Martin	MARTIN CONSTRUCTION Lasalle Martin	JPMARTIN@martinconstruction.net
Tom Durkin	CHS - ARCH	
Jason Kress	AKA ELECTRIC	Jass@akaelectricinc.com
Bob Given	Cuyahoga County	rgiven@cuyahogacounty.us
Chris Huntley	Millstone Management Group	Chris.Huntley@millstonemanagementgroup.com

RQ20209 - CUYAHOGA COUNTY'S
HOME WEATHERIZATION ASSISTANCE PROGRAM
for the WESTERLY APARTMENTS
14300 DETROIT AVE. LAKWOOD, OHIO 44107

RQ20209 CUYAHOGA COUNTY'S HOME
WEATHERIZATION ASSISTANCE PROGRAM
for the WESTERLY APARTMENTS

CREATIVE HOUSING SOLUTIONS, INC.
935 LENOX PLACE CINCINNATI, OHIO 45229
(513) 961-4400 FAX: (513) 961-2238



STREET NAME
TITLE SHEET
& VICINITY MAP

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LICENSE for ENTRY and CONSENT

Cuyahoga County (the "County") has proposed to fund the costs of installing various energy conservation improvements for the Westerly Apartments located at 14300 Detroit Road, Lakewood, Ohio, 44107; permanent parcel 312-20-046 (the "Property"), more fully described in Exhibit A hereto.

The undersigned duly authorized representative of the owner of the Property, Lakewood Senior Citizens, Inc., hereby agrees and consents to the County to hire contractors for the purpose of installing various energy conservation improvements, as more fully described in Exhibit B hereto (the "Improvements"). I represent that Lakewood Senior Citizens, Inc. is the titled owner of the Property and that I have been duly authorized by Lakewood Senior Citizens, Inc. to execute this License for Entry, Consent, and Limited Release from Liability.

In consideration of the foregoing, Lakewood Senior Citizens, Inc. hereby grants the County's contractors, its officers, agents, and employees (collectively referred to as the "Contractors"), the right to enter in, on, above, and under the Property, including, without limitation, bringing equipment and personnel to the Property, for the purpose of installing the Improvements, during such hours and pursuant to such rules, procedures and security precautions as may be agreed to from time to time by and between the County, the Contractors and Lakewood Senior Citizens, Inc.

Lakewood Senior Citizens, Inc. agrees to cooperate with and provide the Contractor with information, reports, and documents, within its possession or control, concerning the condition of the Property, and will make a representative available to the Contractor to provide any such information related to installation of the Improvements as may be reasonably requested by the Contractor. Lakewood Senior Citizens, Inc. further acknowledges and agrees that all decisions concerning the scope and manner of installation of the Improvements will be within the exclusive purview of the Contractors. However, should any material change or deviation from the Improvements as described in Exhibit A hereto be contemplated by the County and/ or the Contractors, Lakewood Senior Citizens, Inc., shall be given ten (10) days prior written notice. Unless Lakewood Senior Citizens, Inc., objects to the proposed change or deviation on or before the tenth (10th) day after receiving notice as required herein, the change or deviation shall be deemed accepted.

Lakewood Senior Citizens, Inc. releases and holds harmless the County from any loss to persons or property resulting from the County's or Contractors' access to the Property. Contractors have in place insurance for general liability, comprehensive business automobile, professional liability (in particular covering errors and omissions), and umbrella liability insurances each in an amount not less than Two Million Dollars (\$2,000,000) and shall provide certificates evidencing such insurance to Lakewood Senior Citizens, Inc., immediately upon request. This release shall survive the termination of this License.

This License for Entry and Consent shall be in effect for the period of one year from the date of its execution, and shall be binding on all successors and assigns of the Lakewood Senior Citizens, Inc.

IN WITNESS WHEREOF, the undersigned has executed this License for Entry and Consent on this _____ day of _____, 2011.

Lakewood Senior Citizens, Inc.

By: _____

Printed name

Title: _____

STATE OF OHIO
COUNTY OF CUYAHOGA

Before me a Notary Public in and for said County and State, personally appeared the above-named Lakewood Senior Citizens, Inc. by _____ its _____ (name of person) _____, who acknowledged that he did sign the foregoing (person's title/position) instrument, and the same is the free act and deed of said corporation.

Notary Public