

OHC Project CP2400

Paul Laurence Dunbar House Exterior Restoration

219 N Paul Laurence Dunbar St
Dayton, Montgomery County, Ohio 45402

PROJECT MANUAL



Ohio History Connection
800 E. 17th Avenue
Columbus, Ohio 43211

Megan Wood
Executive Director

Beth McFarlane, RA
Chief Architect
Architectural Services Department

Sara Vandebark, RA
Project Architect/Manager

Chris Buchanan
Restoration Coordinator

April 1, 2024

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OHC Project No. CP2400
 Paul Laurence Dunbar House
 Exterior Restoration

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END OF SECTION

SECTION 00 11 16 NOTICE TO BIDDERS

Sealed Bids will be received at:

The Ohio History Connection
Historic Sites and Facilities Division
800 E 17th Avenue, Columbus, Ohio 43211

until Thursday 5/2/2024 at 2:00 PM local time (Owner’s clock) and opened immediately thereafter for:

OHC Project No. CP2400
Paul Laurence Dunbar House
Exterior Restoration
Dayton, Montgomery County, Ohio 45402

OHC intends to award the project to one successful Bidder. The Owner intends to award 1 contract to 1 bidder for the project. The Instructions to Bidders, Bid Form, Form of Contract, Drawings, Specifications, and other contract documents may be examined at:

Historic Sites and Facilities
The Ohio History Connection
800 E. 17th Avenue
Columbus, Ohio 43211

Bid Documents will be available electronically and as hardcopy on 4/5/2024.

Obtain the electronic versions by registering on the plan holders list and downloading documents from the OHC website at: www.ohiohistory.org/hsfprojects.

Direct all questions and comments to the OHC Project Manager:

Ms. Sara Vandebark
V: (614) 297-2447
F: (614) 297-2455

A mandatory pre-bid conference will be held on Thursday 4/18/2024 at 10:00 AM at the following location:

Paul Laurence Dunbar House
219 N Paul Laurence Dunbar St
Dayton, Ohio 45402

The final date questions are due to the Architect (if you wish to guarantee answer in final Addendum is: Monday, April 22 at 12:00 noon.

The anticipated project cost is \$800,000.

A Bid Guaranty and Contract Bond are required as defined in the Contract Documents. Prevailing wage rates for Montgomery County as determined by the State of Ohio, Department of Commerce, Division of Labor and Safety will be applicable to this Work.

No bids may be withdrawn within ninety (90) days after the Bid Opening. The Owner reserves the right to waive irregularities and to reject any or all bids.

END OF SECTION

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SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

OHC Project No. CP2400
Paul Laurence Dunbar House
Exterior Restoration

PART 1 - GENERAL

1.1 INSTRUCTIONS

- A. To be considered, bids must be made in accordance with these Instructions to Bidders.

1.2 DOCUMENTS

- A. For instructions on obtaining bid documents, see section 00 11 16 Notice to Bidders. Documents are available at no cost by downloading them from the OHC website at: www.ohiohistory.org/hsfprojects.
- B. Direct questions to OHC Project Managers, as noted in section 00 11 16 Notice to Bidders.

1.3 EXAMINATION

- A. Before submitting a bid, Bidder shall carefully examine the documents and the construction sites to obtain firsthand knowledge of the existing conditions. Contractors will not be given extra payment for conditions which can be determined by examining the site and documents.
- B. Bidders may make arrangements to visit the site and inspect existing conditions during business hours Monday through Friday by calling Ms. Sara Vandebark at (614) 297-2447.
- C. A pre-bid conference for all interested parties will be held as provided in the Notice to Bidders.

1.4 PREPARATION OF BIDS

- A. Bids shall be made on an unaltered Bid Form provided in the Bid Documents. Fill in all blank spaces and submit one (1) original. Bids shall be signed with name typed or printed below signature. Where Bidder is a corporation, follow by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
- B. The Bidder must include prices for all alternates, substitutions, and unit costs on the Bid Form, if any. Failure to comply may be cause for rejection.

1.5 BID GUARANTY AND CONTRACT BOND

- A. Bid Guaranties and Contract Bonds must be satisfactory to the Ohio History Connection.
- B. The BID GUARANTY AND CONTRACT BOND form provided herein by the Ohio History Connection shall be used without change.
- C. If the amount is left blank, the penal sum of the Bid Guaranty and Contract Bond will be the full amount of the principal's base bid plus add alternates; alternatively, if complete, the amount must be not less than the full amount of the base bid plus add alternates, stated in dollars and cents. A percentage is not acceptable.
- D. The Bid Guaranty and Contract Bond must be signed by an Authorized Agent of an acceptable Surety Bonding Company and by the Bidder. A surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio must issue the bond. It is essential that the bond be issued by a surety company which can adequately demonstrate a record of competent underwriting, efficient management, adequate reserves and soundness of investments as demonstrated by Best's Insurance Reports rating of A- or better.
- E. Bid Guaranties and Contract Bonds must be supported by credentials showing the following:
 - 1. Power of Attorney of the Agent.
 - 2. Corporate Seals must be affixed to all originals and certified copies.
- F. In lieu of the Bid Guaranty referred to in Paragraph 1.05, B. above, the bidder may submit the Bid Guaranty in the form of a Certified Check, Cashier's Check or Letter of Credit. A bid bond is not acceptable for use as a Bid Guaranty.
 - 1. The amount of the Certified Check, Cashier's Check or Letter of Credit shall be equal to ten percent (10%) of the base bid plus add alternates.
 - 2. The Bid Guaranty shall be payable to the Ohio History Connection.
- G. The Bid Guaranty and Contract Bond shall be returned to all unsuccessful bidders immediately after the Contract is executed.
- H. The Certified Check, Cashier's Check or Letter of Credit shall be returned to the successful bidder upon filing of the Contract Bond. The bond shall not be deemed "filed" until the Contract is fully executed.

1.6 SUBMITTAL

- A. Submittals AT Bid:
 - 1. Submit Bid Forms in an opaque, sealed envelope. Identify the envelope with:
 - a) OHC project number
 - b) Project Name
 - c) Bidder's Company Name
 - d) The phrase, "Sealed Bid Enclosed – Attn: Historic Sites and Facilities"
 - 2. Submit bids in accordance with the Notice to Bidders. A faxed Bid will not be accepted.

3. With bid, submit a Responsible Bidder Information Form, per specification section 00 45 13; Bid Guaranty and Contract Bond per specifications.

1.7 OHIO SALES TAX

- A. Material purchased for use or consumption in connection with the proposed work will be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 in the Revised Code of Ohio, and also from the State of Ohio Use Tax, Section 5741.01.
- B. Purchases by the Contractor of expendable items such as form lumber, tools, oils, greases, fuel, or equipment rentals are subject to the application of the Ohio Sales or Use Tax.

1.8 WAGE RATES

- A. The wages to be paid for a legal days work to laborers, workmen or mechanics engaged in the work under this contract at the site of the project for the trade or occupation employed shall not be less than the wage rates set forth by the Department of Employment Services of the State of Ohio in effect for Montgomery County, as of the date bids are received for the project. Reference wage rates as listed herein.

1.9 DOCUMENTS REQUIRED PRIOR TO SIGNING CONTRACT

- A. Immediately upon the award of, and prior to the signing of the contract, the successful bidder shall furnish to the Architect:
 1. A Schedule of Values (AIA Document G703, Continuation Sheet) for various categories of work showing itemized labor and material amounts for the total contract price. The Schedule of Values must clearly indicate separate costs for each building project. Further, each separate cost must indicate proper allocation for materials and labor for each line item.
 2. Certificates of Insurance from company insuring the work.
 3. Worker's Compensation Certificate.
 4. To support the Bid Guaranty and Contract Bond, the successful bidder shall also furnish the following:
 - a. Credentials showing the Power of Attorney.
 - b. A Certificate of Compliance issued by the Division of Insurance showing the Bonding Company is licensed to do business in the State of Ohio.
 - c. Financial statement of Bonding Company.
 5. List of all Sub-contractors
 - a. Sub-Contractors are expected to meet the same performance standards as the General Contractor. At their discretion, the Architect may request a Responsible Bidder Form from any sub-contractor.
 6. Construction Schedule
- B. If the successful bidder is a foreign corporation, i.e. not incorporated under the laws of

the State of Ohio, the Bidder shall also furnish:

1. A certificate from the Secretary of State showing the right of the successful bidder to do business in the State of Ohio.
2. If the successful bidder is a domestic or foreign corporation, the person signing as agent such contract for the corporation shall, upon the Owner's request, file legal evidence of the agent's authority to bind the corporation.

1.10 AWARD OF CONTRACT

- A. The Owner reserves the right to accept any bid, to reject any and all bids, and to negotiate contract terms with the various bidders.

1.11 TIME OF COMPLETION

- A. Complete all work in the time period established in the Supplementary Conditions.

1.12 STATE OF OHIO RESPONSIBILITY

- A. Each party hereto recognizes and agrees that the Ohio Facilities Construction Commission, the Ohio Building Authority, the Ohio Department of Administrative Services and the State of Ohio are not bound by or liable under this contract or license, as applicable, and are not responsible for the acts or omissions of the Ohio History Connection.

1.13 FACILITY CLASSIFICATION REGARDING LEAD-BASED PAINT

- A. This building is not classified as a "child occupied" facility use, as defined by the U.S. Environmental Protection Agency (EPA) Renovation, Repair and Painting (RRP) program (ref.: 40 CFR 745.82); therefore the requirement of the EPA Residential Property Renovation program regulation 40 CFR745.80, Subpart E as well as Ohio lead abatement regulations which require lead-safe work practices and worker certification, are not applicable to this project. The contractor shall however, minimize dust and debris caused by work activity, contain it to the smallest practical areas, and to promptly and thoroughly clean the areas to eliminate dust and debris.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION

SECTION 00 26 00 SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for substitutions submitted with a Bidder's Bid.

1.2 DEFINITIONS

- A. Definitions in this Section do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: change in product, material, equipment, or method of construction required by the Contract Documents or any portion thereof, proposed by a Bidder and submitted with its bid.
 - 1. Substitutions requested and accepted during the bidding period, are included in the Contract Documents and are not subject to requirements in this Section for substitutions.
 - 2. Revisions to the Contract Documents requested by the Owner or Architect.
 - 3. Specified options of products and construction methods included in the Contract Documents.
 - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.3 SUBMITTALS

- A. Substitution Request Submittal:
 - 1. Submit with the bid 3 copies of each request for substitution for consideration. Submit requests in a form acceptable to the Architect. Include, as a minimum, the following information:
 - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
 - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.

- c. Product data, including drawings and descriptions of products and fabrication and installation procedures.
 - d. Samples, where applicable or requested.
 - e. A statement indicating the effect on the Contractor's Construction Schedule of the using of the proposed substitution, compared to the schedule without approval of the substitution. Also, indicate the effect of the proposed substitution on the overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any, in the Contract Sum.
 - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
 - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary to perform adequately.
2. The Architect may request additional information or documentation for evaluation. The Architect will notify the Contractor of acceptance or rejection of the proposed substitution within 2 weeks of receipt of the request or one week of receipt of additional information or documentation, whichever is later.

PART 2 – PRODUCTS

2.1 SUBSTITUTIONS

- A. The Architect will accept a request for substitution when one or more of the following conditions are satisfied, as determined by the Architect. If one or more of the following conditions are not satisfied, the Architect will return the request without action except to record noncompliance with these requirements.
1. Extensive revisions to the Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 3. The request is timely, fully documented, and properly submitted.
 4. The specified product or method of construction cannot be provided within the Contract Time. The Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 5. The request meets the requirement of an "or-equal" clause or similar language in the Contract Documents.

6. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner’s additional responsibilities may include compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
 7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies the proposed substitution will overcome the incompatibility.
 9. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- B. The Contractor shall bear all costs for work not identified or reasonably implied in its proposal to the Owner, including and not limited to modification to the project site, new and existing construction, and construction components.

PART 3 – NOT USED

END OF SECTION

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SECTION 00 41 13 FORM OF PROPOSAL – STIPULATED SUM

OHC Project No. CP2400
Paul Laurence Dunbar House
Exterior Restoration

TO: The Ohio History Connection
Director of Historic Sites and Facilities
800 E 17th Avenue
Columbus, Ohio 43211

PART 1 - GENERAL

By submitting this Bid, Bidder acknowledges its receipt of all Addenda, which it has listed below and that the absence of the Bidder’s acknowledgement of receiving all Addenda may be cause, in the Owner’s sole discretion, for the Owner not to accept the Bid.

Bidder: list below each Addenda and its respective issue date in the spaces provided. Attach additional sheets if necessary.

Addendum # _____ Date _____
Addendum # _____ Date _____
Addendum # _____ Date _____

The undersigned Bidder hereby agrees to accept the award of the Contract if offered, and to timely commence and perform the Work, provided the award occurs within a reasonable time after the Bid Opening.

BIDDER: COMPANY NAME _____
ADDRESS _____
TELEPHONE NUMBER WITH AREA CODE _____
FEDERAL TAX ID NUMBER _____
NAME OF OFFICER or OWNER _____
(Type or Print) SIGNATURE _____
OFFICE _____
DATE _____

PART 2 – PROPOSAL

2.1 BASE BID: Masonry Repair

Bid _____ Dollars
(Bidder: type or clearly print total proposal in words)
(\$ _____)

2.2 ALTERNATE ONE: Additional Masonry Repair

Bid _____ Dollars
(Bidder: type or clearly print total proposal in words)
(\$ _____)

2.3 ALTERNATE TWO: Dunbar Wood Restoration and Painting

Bid _____ Dollars
(Bidder: type or clearly print total proposal in words)
(\$ _____)

2.4 ALTERNATE THREE: Site Drainage

Bid _____ Dollars
(Bidder: type or clearly print total proposal in words)
(\$ _____)

2.5 ALTERNATE FOUR: Dunbar House Roofing

Bid _____ Dollars
(Bidder: type or clearly print total proposal in words)
(\$ _____)

2.6 ALTERNATE FIVE: Orientation center Wood Restoration/Painting

Bid _____ Dollars
(Bidder: type or clearly print total proposal in words)
(\$ _____)

2.6 ALTERNATE SIX: Barn Roof Cleaning and Treatment

Bid _____ Dollars
(Bidder: type or clearly print total proposal in words)
(\$ _____)

2.6 ALTERNATE SEVEN: Gutters and Downspouts

Bid _____ Dollars
(Bidder: type or clearly print total proposal in words)
(\$ _____)

2.6 **ALTERNATE EIGHT:** Cole/Mundhee Houses Flashing and Chimneys

Bid _____ Dollars
 (Bidder: type or clearly print total proposal in words)
 (\$_____)

2.6 **ALTERNATE NINE:** Cole House Plaster

Bid _____ Dollars
 (Bidder: type or clearly print total proposal in words)
 (\$_____)

2.7 **UNIT PRICE:** Cost to repair wood siding outside of highlighted areas

Bid _____ Dollars /LF
 (Bidder: type or clearly print total proposal in words)
 (\$_____)/LF

2.8 PERIOD OF PERFORMANCE / LIQUIDATED DAMAGES

- A. The Period of Performance and Liquidated Damage rates are indicated in the Supplementary Conditions.
- B. Bidder may propose a different Period of Performance as a Substitution below.

2.9 SUBSTITUTIONS

- A. Bidder may propose up to three substitutions below. Provide additional sheets as necessary to accurately describe the substitution. If accepted by the Owner, a substitution shall be incorporated in the Bid and Contract and shall be bound by all Contract provisions.

	Proposed Substitute	Add	Deduct
1.			
2.			
3.			

2.10 SUCCESSFUL BIDDER ASSISTANCE AND COOPERATION

- A. The accepted Bidder shall assist and cooperate with the Owner in preparing the Agreement, and within seven (7) days following presentation of the Agreement to the successful Bidder, the successful Bidder shall execute three (3) originals and return them to the Owner.

END OF SECTION

**BID GUARANTY
AND
CONTRACT BOND**

The Bid Guaranty and Bid Bond form for use on this project is provided on the double-sided sheet that follows this page.

A PDF version is attached.

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Bid Guaranty and Contract Bond

OHIO HISTORY CONNECTION • Historic Sites and Facilities Division • 800 E. 17th Ave. • Columbus, Ohio 43211-2497

Section 153.571 Ohio Revised Code

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

_____ as Principal

and

_____ as Surety

are hereby held and firmly bound unto the Ohio History Connection as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on:

_____ to undertake the project known as:
Type or print date of bid submittal

_____ OHC Project number

_____ OHC Project Name

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

_____ \$ _____
Type or print amount first in words, then numbers

(When the line above is left blank, the penal sum will be the full amount of the Principal's Bid including alternates. When the line above indicates an amount, the amount stated must not be less than the full amount of the Bid including alternates in dollars and cents; a percentage is not acceptable.)

for the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; an



Bid Guaranty and Contract Bond

continued

OHIO HISTORY CONNECTION ▪ Historic Sites and Facilities Division ▪ 800 E. 17th Ave. ▪ Columbus, Ohio 43211-2497

OHC Project: _____ OHC Project Name: _____

NOW ALSO, if the Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SURETY HEREBY STIPULATES AND AGREES that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

BOND NUMBER: _____

SIGNED AND SEALED this _____ day of _____, 20_____

PRINCIPAL

SURETY

Type or type authorized officer or owner name and title

Type or print Agent's name and title

Signature (seal)

Signature (Attorney-in-Fact) (seal)

Surety Company Address and Telephone:

Surety Agent's Address and Telephone:

Street

Street

City, State, Zip

City, State, Zip

Telephone with Area Code

Telephone with Area Cod

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.

SECTION 00 43 39 PREFERRED BUSINESS AND WORKFORCE PARTICIPATION

PART 1 – ATTENTION ALL BIDDERS

1.1 RELATED SECTIONS: 00 45 39 Preferred Business Bidder Form

1.2 IMPORTANCE OF THIS SECTION

- A. The Ohio History Connection in response to its core values and under the sole discretion of the Director of Cultural Resources, has created an Ohio History Connection Equal Opportunity clause to ensure that all its construction activities reflect those standards including:
- Relevance - Addressing and communicating the significance of history with Ohio's diverse people.
 - Authenticity - Valuing artifacts and true stories of history
 - Inclusivity - Appealing to all Ohioans, especially underserved audiences
 - Stewardship - Protecting the evidence of Ohio history
 - Working Together - Pursuing teamwork and sharing authority and responsibility

PART 2 – PREFERRED BUSINESS AND WORKFORCE GOALS AND PREFERENCES

2.1 CERTIFICATION

- A. Each PBE must be certified or approved by an acceptable entity.
1. By DAS EEO:
 - Minority Business Enterprise (MBE)
 - Woman Business Enterprise (WBE)
 - EDGE Business (EDGE)
 2. By OHC:
 - District Business (Dist) – For this projects, the District is defined by the borders of the Wolf Creek as determined by the City of Dayton.
 - City of Dayton Business (City)
 - Montgomery County Business (County)
 - Standard Metropolitan Statistical Area Business (SMSA Bus) – For this project, the SMSA is defined by the United States Office of Management and Budget, see Appendix 1, Dayton MSA.

2.2 GOALS AND PREFERENCES

- A. Goals and preferences have been established for the following Preferred Business categories:

Business Participation, Goals and Preference							
	MBE	WBE	EDGE	Dist	City	County	SMSA
Goals	20.0%	10.0%	12.0%	12.0%	15.0%	25.0%	40.0%
Pref.	2.00%	1.00%	1.00%	3.00%	1.50%	1.00%	0.50%

- B. Goals and preferences have been established for the following Preferred Workforce categories:

	Minorities	Females	Apprentices Trainees	Dist Residents	City Residents	County Residents	SMSA Residents
Goals	12.0%	7.0%	20.0%	15.0%	20.0%	40.0%	50.0%
	1.5%	0.25%	0.75%	1.00%	0.75%	0.50%	0.25%

- C. How Participation counts toward goals:

1. Contractor/Subcontractor
 - a. Count 100% of a contractor or subcontractor’s portion of work.
 - i. Subcontractors and their subcontractors may only be counted if they are qualifying PBE’s.
 - ii. All contractors or subcontractors that qualify must be performing a commercially useful function on the contract to be eligible.
 - b. Count 100% of fees and commissions charged by for services provided by a PBE firms including but not limited to: professional, technical, consulting, managerial, bonding agent, etc. Entire amount is to be counted provided the fee is determined reasonable and within the standards of that field.
 - c. Joint Ventures: only the portion of work performed by the PBE member of the joint venture can be counted toward goals.
 - d. Trucking Companies with their own drivers fall under “subcontractor” for the purposes of this program and they must comply with all of the above requirements to count towards goals. Otherwise, leased trucks without drivers falls under “Leased Equipment”
 - e. Leased Equipment: PBE’s that supply leased equipment count as a “Supplier”, see below.
2. Manufacturer
 - a. Count 100% of the cost of materials or supplies obtained from a PBE manufacturer toward goals.
 - b. A Manufacturer is defined as a firm that operates or maintains a factory or production establishment that produces on its premises materials, supplies, or equipment required by the contract.
3. Supplier
 - a. Regular Dealers: Count 60% of the cost of materials or supplies purchased toward goals.
 - i. For the purpose of this program, a regular dealer is defined as an established business engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - ii. Packagers, brokers, and representatives do not count as regular dealers.
 - b. Non-regular Dealer: Count the entire amount of fees or commissions charged for assistance in the procurement of materials and/or supplies.

4. Workforce
 - a. The contractor shall ensure equal employment opportunity.
 - b. Only employees that work on the project or managing the project shall count towards goals. This does not include office staff or other staff that is considered “overhead”.

 - D. How Preference counts toward bid review:
 1. Percentage achieved in each category is multiplied by the Preference Factor, creating the Preference Percentage for that category. The sum of all preference percentages (both Business and Workforce) are then multiplied by the bid amount. The resultant preference amount is then subtracted from the bid and that number is counted as the bid during the review.
- 2.2 GOOD FAITH EFFORT
- A. A bidder must, in order to be responsible and responsive, make sufficient good faith efforts to meet the goal and must show all necessary and reasonable steps it undertook to achieve the PBE goal, even if they were not fully successful.
 - B. Examples of Good Faith Efforts Include:
 1. The Bidder utilized reasonable and available means to solicit all PBEs that have the capability to perform work under the contract.
 2. The Bidder selected portions of the contracted work that would increase the likelihood of participation by PBEs.
 3. The Bidder provided all appropriate PBEs with adequate information about the plans, specifications and requirements of the contract in time for PBE’s to provide price quotations for the project.
 4. The Bidder negotiated in good faith with interested PBEs. To demonstrate good faith effort negotiations, the Bidder shall provide evidence of such negotiations, including but not limited to names, addresses, dates, and telephone numbers of the PBE.
 5. The Bidder properly rejected an interested PBE as being unqualified for the work of the contract. Rejection of a PBE based on standing within appropriate industry or membership of affiliation in a business, social, or political group is not a basis for rejection.
 6. The Bidder utilized the services of one or more organizations that provide contractor assistance in the identification and recruitment of PBEs.
 7. The Bidder utilized the list of PBE’s as provided by the Equal Employment Opportunity Division of the Department of Administrative Services. See Part 4 Resources.

PART 3 – BIDDING AND CONTRACT REQUIREMENTS

3.1 SUMMARY OF REQUIRED BIDDER ACTIONS

- A. All Bidders are required to show the following in their bids to show Good Faith Effort:
 1. Participation and Commitment Form: the bidder is committing to achieving PBE participation goals.

- a. Bidders not achieving the listed PBE goals shall show verifiable Good Faith Effort in reaching out to PBE's to participate in the project during the Pre-Award Review.

3.2 PRE-AWARD REVIEW

- A. All documents required for the Pre-Award review shall be submitted within (14) calendar days of the bid opening. Failure to submit the required documents may result in rejection of that bid.
- B. Preferred Business Utilization Form listing all participating PBE's.
 1. Bidders shall provide copies of Preferred Business Certification for all tentative project PBE's.
- C. Demonstration of Good Faith Effort Form
 1. All PBE's outreached shall be listed on the Good Faith Effort form. Owner reserves the right to contact all Preferred Business firms in bid documents for verification.

3.3 AWARD

- A. Providing, within (14) calendar days after receiving an approved contract, bidding contracts with all Preferred Business firms on the project. Contracts shall include:
 1. Date of contract
 2. Project Name
 3. Scope of Work
 4. Contract total amount
- A. Throughout the duration of the project, the Contractor must submit along with each monthly pay estimate a copy of the Affidavit of Contractor Payment Form for each PBE subcontractor and material supplier receiving payment from the previous month's approved pay request.

3.4 PREFERRED BUSINESS PARTICIPATION FINAL REPORT

- A. The Contractor shall provide a certified Affidavit of Contractor Final Report for payments made to each PBE subcontractor and material supplier that participated on this Contract. This report shall include, but not be limited to, the following items:
 1. Name of each PBE business;
 2. Original amount of the PBE business contract or purchase order with the Contractor;
 3. Current amount of the PBE business contract or purchase order;
 4. The amount of the invoice to date;
 5. The amount paid to date; and
 6. A statement describing any substantive product or performance deficiencies.
- B. This report must be submitted along with the Contractor's Final Pay request, in accordance with the Contract. Failure to submit this report may delay final payment and closeout of

the Contract.

PART 4 – PREFERRED BUSINESS RESOURCES

4.1 DEPARTMENT OF ADMINISTRATIVE SERVICES

A. To view a list of Preferred Business vendors:

1. Visit the MBE, EDGE, and WBE certification website at <https://eodreporting.oit.ohio.gov/> for the latest list.
2. Preferred Business resources available: <http://www.das.ohio.gov/Divisions/Equal-Opportunity>

4.2 PREFERRED BUSINESS ASSISTANCE ORGANIZATIONS

- A. Ohio Minority Supplier Development Council
 1. The Chase Building; 100 E Broad St Suite 2460, Columbus, Ohio 43215 Phone: (614)225-6959
- B. Ohio Department of Development Minority Business Assistance Centers
 3. Central Ohio Minority Business Association, 1393 East Broad Street, Floor 2, Columbus, OH 43205 Phone: (614) 252-8005 Fax: (614) 258-9667

END OF SECTION

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SECTION 00 45 13.A RESPONSIBLE BIDDER INFORMATION FORM – GENERAL CONTRACTOR

OHC Project No. CP2400
Paul Laurence Dunbar House
Exterior Restoration

Attach additional pages as needed.

1. Company Name _____

Company Address _____
Street _____

City _____ State _____ Zip _____

Company Telephone Number (w/ Area Code) (_____) _____

Company Fax Number _____

Company Email _____

2. Indicate the overall experience of the Bidder performing the trades bid including the years in business performing the trade under present and former business names.

3. List three projects that the Bidder has completed that are similar in scope to the current project. Include contact information.

	Project	Scope	Value	Contact
a)				
b)				
c)				

4. List the primary Subcontractors for this project. Indicate the overall experience of the Subcontractors, including the years in business performing the trade under present and former business names.

5. The apparent low Bidder shall submit, upon request of the Division, either:

- a) An annual financial statement prepared within the twelve (12) months prior to the bid by an independent licensed accounting firm; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking; or,
- b) A financial report generated within 30 days prior to the Bid from Standard and Poors, Dun and Bradstreet or a similar company acceptable to the State documenting the financial condition of the Bidder; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking;

This information is not a public record under Section 149.43, ORC; and will remain confidential, except under proper order of a court.

6. Indicate the Bidder’s relevant facilities and major equipment, whether leased or owned,

7. List all ongoing Projects and Projects completed in the last four (4) years which are similar in cost and type to the Project being bid. Include scope of Work, Contract value and Project name/contact Person/address/phone number for each Owner and Associate for each Project.

Project	Scope	Value	Contact
---------	-------	-------	---------

a)

b)

c)

d)

8. Indicate all occurrences of the following in the last four (4) years (if none, so state). For verification by the State, attach documentation, and/or provide sufficient and appropriate detail information such as: Project name, Owner, contact person and phone number, Contract amount, etc.

a) Prevailing Wage violations or judgments

b) Affirmative Action violations

c) Contract abandonment, Contract termination or Surety takeover

d) Debarment by State, federal or local jurisdictions

e) EPA/OSHA violations

f) Liquidated damages assessed

9. Management. Identify individuals assigned to this project.

Principal _____ Years with firm _____ Total Exp. _____

Project Manager _____ Years with firm _____ Total Exp. _____

Field Superintendent _____ Years with firm _____ Total Exp. _____

CPM Scheduler _____ Years with firm _____ Total Exp. _____

10. Certification. I hereby certify that the information above is factual and complete.

Company Name _____

Authorized Official (please print or type) _____

Signature of Authorized Official _____ Date _____

END OF SECTION

SECTION 00 45 13 B - RESPONSIBLE BIDDER INFORMATION FORM – MASONRY RESTORATION

OHC Project No. CP2400
Paul Laurence Dunbar House
Exterior Restoration

Attach additional pages as needed.

1. Mason’s Name _____

Company Name _____

Company Address _____

Street

City

State

Zip

Company Telephone Number (w/ Area Code) (_____) _____

Company Fax Number _____

Company Email _____

2. Indicate the overall experience of the Subcontractor performing the trade, including the years in business performing the trade under present and former business names.

List four historic preservation projects on National Historic Landmark properties that the Bidder has completed that are similar in scope to the current project. Include contact information. See Section 01 43 00 Quality Assurance for specific experience requirements.

IMPORTANT: Attach photos of each project.

Project	Scope/Description (incl. style)	Value
Contact		
a)		
b)		

c)

d)

3. Indicate the relevant facilities and major equipment, whether leased or owned.

4. Indicate all occurrences of the following in the last four (4) years (if none, so state). For verification by the State, attach documentation, and/or provide sufficient and appropriate detail information such as: Project name, Owner, contact person and phone number, Contract amount, etc.

a) Prevailing Wage violations or judgments

b) Affirmative Action violations

c) Contract abandonment, Contract termination or Surety takeover

d) Debarment by State, federal or local jurisdictions

e) EPA/OSHA violations

f) Liquidated damages assessed

5. Management. Identify individuals assigned to this project.

Owner _____ Years with firm _____ Total Exp. _____

Tradesman _____ Years with firm _____ Total Exp. _____

Tradesman _____ Years with firm _____ Total Exp. _____

6. Certification. I hereby certify that the information above is factual and complete.

Company Name

Authorized Official (please print or type)

Signature of Authorized Official _____ Date _____

END OF SECTION

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SECTION 00 45 39 PREFERRED BUSINESS ENTERPRISE BIDDER FORM

OHC Project No. LG0810
Paul Laurence Dunbar House
Exterior Restoration
Columbus, Franklin County, Ohio

PART 1 – PARTICIPATION COMMITMENT – DUE AT BID

We, _____ (Company),

recognizing the OHC goal of commitment to Preferred Business Enterprise (PBE) participation,
accordingly we do certify that our company will be committed to PBE participation.

The undersigned will enter into a legal agreement with the listed PBE subcontractors or suppliers, for work listed in this schedule, conditioned upon execution of a contract with OHC. The undersigned will demonstrate binding commitments with the subcontractors or suppliers listed within fourteen (14) calendar days after receiving approved contract from OHC. The undersigned will ensure certification of the listed PBE’s to be submitted with this bid package. If changes are required, the bidder must contact OHC for prior review and approval.

The undersigned, upon award of the contract, will work with OHC to achieve the listed goals under Preferred Workforce for Minorities, Women, Apprentices, and local labor participation.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bin the bidder to the commitment herein set forth.

Signature Date

Print/Type Name Title

PART 2 – SUBCONTRACTOR/SUPPLIER UTILIZATION COMMITMENT FORM

Contract Amount:	Cert.	Type
Company:	<input type="checkbox"/> MBE	<input type="checkbox"/> Subcontractor
Address:	<input type="checkbox"/> WBE	<input type="checkbox"/> Manufacturer
City: _____ County: _____	<input type="checkbox"/> EDGE	<input type="checkbox"/> Supplier
Scope of Work: _____		

Contract Amount:	Cert.	Type
Company:	<input type="checkbox"/> MBE	<input type="checkbox"/> Subcontractor
Address:	<input type="checkbox"/> WBE	<input type="checkbox"/> Manufacturer
City: _____ County: _____	<input type="checkbox"/> EDGE	<input type="checkbox"/> Supplier
Scope of Work: _____		

Contract Amount:	Cert.	Type
Company:	<input type="checkbox"/> MBE	<input type="checkbox"/> Subcontractor
Address:	<input type="checkbox"/> WBE	<input type="checkbox"/> Manufacturer
City: _____ County: _____	<input type="checkbox"/> EDGE	<input type="checkbox"/> Supplier
Scope of Work: _____		

Contract Amount:	Cert.	Type
Company:	<input type="checkbox"/> MBE	<input type="checkbox"/> Subcontractor
Address:	<input type="checkbox"/> WBE	<input type="checkbox"/> Manufacturer
City: _____ County: _____	<input type="checkbox"/> EDGE	<input type="checkbox"/> Supplier
Scope of Work: _____		

Contract Amount:	Cert.	Type
Company:	<input type="checkbox"/> MBE	<input type="checkbox"/> Subcontractor
Address:	<input type="checkbox"/> WBE	<input type="checkbox"/> Manufacturer
City: _____ County: _____	<input type="checkbox"/> EDGE	<input type="checkbox"/> Supplier
Scope of Work: _____		

PART 3 – GOOD FAITH EFFORT DEMONSTRATION

- I have made all efforts to reach all minority subcontractors and material suppliers.
- I *have* achieved OHC’s listed PBE goals.
- I *have partially* achieved OHC’s listed PBE goals.
- I *have not* achieved OHC’s listed PBE goals.

To demonstrate Good Faith Effort, list all MBE firms contacted.

Name and Address	Contact Person and Tel #	Contact Date	Type of Work/Materials	Price Quoted	Reason(s) for Not Accepting

END OF SECTION

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**AGREEMENT FORM BETWEEN
OWNER AND CONTRACTOR**

A draft of AIA Document A105-2017, modified, follows this page.

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DRAFT AIA® Document A105™ - 2017

Standard Short Form of Agreement Between Owner and Contractor

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)

«Ohio History Connection »«»
«800 E. 17th Avenue »
«Columbus, OH 43211 »

and the Contractor:
(Name, legal status, address and other information)

«»«»
«»
«»
«»

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

«»
«»
«»

The Architect:
(Name, legal status, address and other information)

«Fred R. Smith »«»
«Ohio History Connection »
«800 E. 17th Avenue »
«Columbus, OH 43211 »

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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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of:

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated «», and enumerated as follows:

Drawings:

Number	Title	Date
« <input type="text"/> »	<input type="text"/>	<input type="text"/>

Specifications:

Section	Title	Pages
« <input type="text"/> »	<input type="text"/>	<input type="text"/>

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
« <input type="text"/> »	<input type="text"/>	<input type="text"/>

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

«Section 00 73 00 Supplementary Conditions »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

The Date of Commencement shall be established in a notice to proceed issued by the Architect, as authorized by the Owner or as provided in the Supplementary Conditions and is the day the Contractor is authorized to begin its activities under this Contract.

§ 2.3 Substantial Completion and Final Completion:

§ 2.3.1 The initial date of Substantial Completion shall be the named date or the last day of the period to achieve Substantial Completion as established in the Supplementary Conditions, unless and until modified as provided in Article 10. The Contractor shall schedule and prosecute the Work regularly and diligently at a rate of progress to achieve a Certificate of Substantial Completion on or before the approved date of Substantial Completion.

« »

§ 2.3.2 The initial date of Final Completion shall be the named date or the last day of the period to achieve Final Completion as established in the Supplementary Conditions, unless and until modified as provided in Article 10. The Contractor shall schedule and prosecute the Work regularly and diligently at a rate of progress to achieve Final Completion on or before the approved date of Final Completion.

« »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » (\$ « »)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: *(Itemize the Contract Sum among the major portions of the Work.)*

Portion of the Work

Value

« »

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner: *(Identify the 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.)*

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows: *(Identify each allowance.)*

Item

Price

« »

§ 3.5 Unit prices, if any, are as follows:

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

Item	Units and Limitations	Price per Unit (\$0.00)
<< >>		

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

<< >>

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

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

<<0.00 >> % <<zero >>

§ 4.3 RETAINAGE

§ 4.3.1 When the major portion of the Work is complete or is in use by the Owner (as determined by the Architect and approved by the Owner) the Contractor may request a reduction in the amount retained as determined under §12.2.1.4.

§ 4.3.2 Upon written consent of the Contractor's surety, and the Contractor's submittal of lien releases from the Contractor's subcontractors and material suppliers for work performed to date and for materials ordered to date, the Owner may at its sole discretion, reduce the amount retained.

§ 4.3.3 Any reduction or release of retained funds shall not be a waiver of the Owner's right to retain funds relative to future payments to the Contractor, or any other right or remedy the Owner has under the Contract Documents at law or in equity.

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

(Insert specific insurance requirements and limits.)

§ 5.2 WORKER'S COMPENSATION

§ 5.2.1 All Contractors shall procure and maintain during the life of the Contract, and provide evidence of Worker's Compensation Insurance as required by the State of Ohio for all employees to be engaged on the project prior to commencing any work on the project.

§ 5.2.2 The Contractor shall require its subcontractors to procure and maintain during the life of the Contract, Worker's Compensation Insurance as required by the State of Ohio for all employees to be engaged on the project and shall require its subcontractors to provide evidence of such coverage to the Contractor before commencing the subcontractor work on the project.

§ 5.3 INSURANCE

§ 5.3.1 The Contractor shall not commence work under this Agreement until the Contractor has obtained all the insurance required hereunder and such insurance has been approved by the Ohio Historical Society. The Contractor shall not allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor(s) has been so obtained and approved. Approval of the insurance by the Ohio Historical Society shall not relieve or decrease the liability of the Contractor hereunder.

.1 The Contractor shall provide acceptable evidence of the required insurance which shall also include the Ohio Historical Society project number and name and the insurance agent company name, address, and telephone number.

§ 5.4 CONTRACTOR'S LIABILITY INSURANCE

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User Notes:

(3B9ADA43)

§ 5.4.1 The Contractor shall acquire and maintain during the term of the Contract, Bodily Injury and Property Damage Liability Insurance under an acceptable Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-Owned and Hired Automobiles.

.1 The Contractor shall provide and shall require its Subcontractors to provide insurance required by this section that names the Ohio Historical Society as an additional insured.

§ 5.4.2 The Contractor shall acquire and maintain Property Damage Liability Insurance in an amount of not less than One Million (\$1,000,000) Dollars per occurrence with General Liability extended to provide "Broad Form Property Liability" and in the amount of not less than Three Million (\$3,000,000) Dollars aggregate for damage on account of all occurrences.

§ 5.4.3 Provide Bodily Injury Insurance limits for an amount of not less than One Million (\$1,000,000) Dollars for injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount of not less than Three Million (\$3,000,000) Dollars on the account of any one occurrence.

§ 5.4.4 Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides not less than Three Million (\$3,000,000) Dollars Single Limit Bodily Injury and Property Liability Insurance for the Contractor will also be acceptable.

§ 5.5 CONTRACTOR'S PROPERTY INSURANCE

§ 5.5.1 The Contractor shall maintain Property Insurance (e.g., Builder's Risk, Installation Floater) to protect itself and the Ohio Historical Society from loss incurred by fire, lightning, extended coverage hazards, vandalism, malicious mischief, and other casualties in the full amount of the Contract and such insurance shall cover all labor and materials connected with the work, including materials delivered to the site and not yet installed in the project. The insurance shall specifically name coverage for loss incurred due to theft. Prior to commencement of any work under this Contract, for each type of insurance coverage under this Section 5.5.1, the Contractor shall furnish to the Owner one (1) original evidence of coverage signed by an authorized representative of the insurer.

§ 5.6 (NOT USED)

§ 5.7 INDEMNIFICATION AND SUBROGATION

§ 5.7.1 The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall indemnify and hold the Ohio Historical Society, its volunteers, employees, and officers free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or subcontractors.

§ 5.7.2 The Contractor shall provide and shall require its Subcontractors to provide insurance under § 5.4 Contractor's Liability Insurance and § 5.5 Contractor's Property Insurance naming the Ohio Historical Society as an additional insured.

§ 5.7.3 The Owner, Contractor, and its subcontractors understand and agree, by entering into this Agreement, to waive subrogation.

§ 5.8 BONDS

§ 5.8.1 The Contractor shall maintain the Contract Bond submitted with the Contractor's Bid and accepted by the Owner.

§ 5.8.2 In the situation in which the Contractor submitted certified funds as its Bid Bond with its Bid, the Contractor shall acquire and maintain a Contract Bond acceptable to the Owner as a condition precedent to the execution of this Agreement.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

§ 6.3 Intent

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.

§ 6.4 Ownership and Use of Architect’s Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect’s service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

« »

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner’s Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 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 seven 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 may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 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.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

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.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 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.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.6.2 This project is exempt from Ohio sales and use tax. Prior to making the initial purchase under this Contract, the Contractor shall request and receive from the Owner a valid "State of Ohio Department of Taxation Sales and Use Tax Blanket Exemption Certificate," and shall use the Owner's exemption number when purchasing project-relevant goods and materials.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Owner shall obtain and pay for the Certificate of Plan Approval issued by the Ohio Department of Commerce, Division of Industrial Compliance.

§ 8.7.2 The Contractor shall schedule and coordinate all life safety inspections required by the State of Ohio Fire Marshal's Office as necessary.

- .1 The Owner shall pay the associated initial inspection fees.
- .2 The Contractor shall pay for all associated governmental re-inspection fees.

§ 8.7.3 The Contractor shall obtain and pay for all other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the work.

§ 8.7.4 The Contractor shall schedule and coordinate all inspections required by applicable authorities.

§ 8.7.5 The Contractor shall comply with and give notices required by agencies having jurisdiction over 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 full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 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.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials and timely and fully demobilize from the project site.

§ 8.12 Indemnification

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.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, 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 responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 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, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 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 subject to equitable adjustment.

ARTICLE 11 TIME AND LIQUIDATED DAMAGES

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

§ 11.4 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.5 The Contractor shall prosecute the Work regularly and diligently at a rate of progress that ensures the issuance of a Certificate of Substantial Completion and a Certificate of Final Completion on or before the approved dates as provided in §2.1 and §2.3.

§ 11.6 The Owner will suffer financial loss if the Work is not timely completed. Time is of the essence for completion of the Work. Contractor and its surety shall be liable for and pay the Owner liquidated damages for each day its work exceeds the approved dates for Substantial Completion and Final Completion. Liquidated damages may be deducted by the Owner from any payment due or to become due to the Contractor. The rate of liquidated damages shall be as indicated in the Supplementary Conditions.

§ 11.6.1 It is agreed that the rate of liquidated damages indicated in the Supplementary Conditions is reasonable and that the damages the Owner would sustain are difficult to determine. The foregoing provisions for liquidated damages, shall in no way act as a waiver of the Owner's rights to any other remedy of law, in equity or under the Contract Documents.

§ 11.7 The items listed in the Architect's Certificate of Substantial Completion to be completed or corrected, if any, shall be corrected and completed by the Contractor on or before the approved date of Final Completion.

§ 11.8 Wherever provisions of any Section of the Contract Documents conflict with agreements or regulations in force among members of trade associations, unions, or councils which regulate or distinguish what work shall or shall not be included in the construction activity of any particular trade, the Contractor shall make necessary arrangements to reconcile such conflict without delay, recourse, damage, or cost to the Owner or Architect.

§ 11.9 In case the progress of the Work is affected by undue delay in furnishing or installing items of material or equipment required under the Contract Documents because of a conflict involving labor union agreement or regulation, the Architect may require that other material or equipment of equal kind or quality be provided at no additional cost to the Owner.

§ 11.10 Contractor's written claims for extension of time shall be submitted within 10 days of the issues or circumstances that caused or will cause the Contractor's written claim. Such claims shall be accompanied by detailed dates, correspondence, notices, and other data which provides proof of the events which are the basis for the claim.

§ 11.11 Delays due to tardy shop drawing submittal, tardy material ordering, or shipment, or other delays caused by a supplier of a Subcontractor of the Contractor shall not be deemed valid causes for extension of time, as the scheduling and control of suppliers and Subcontractors is a part of the Contractor's responsibility.

§ 11.12 Time extensions will be granted for legitimate cause on an individual basis. Extensions of time when granted will be by written Change Order, which shall be the only valid form. Where a change in the Work is ordered by written Change Order, the agreed-upon extension of time required because of the change in the Work shall be a part of the Change Order. Permitting the Contractor to continue and finish the Work after the dates to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Owner of its rights under the contract.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 The Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. 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.

.1 Application and Submittal Period. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The Owner will accept an application on the last three (3) work days of the period covered by an Application for Payment and on the first work day of the month following the period covered by an Application for Payment. The Owner will accept and process applications submitted later, however, payment will be delayed as provided below.

.2 Application Form. An application for payment shall be provided in a form mutually accepted by both parties which shall include and is not limited to the following information. *G702-Application and Certification for Payment* published by the American Institute of Architect and *Form F140-01 Contractor Payment Request* published by the State Architect's Office of Ohio are acceptable forms.

- i. the project name and OHS project number
- ii. the start and end dates of the period covered by the application
- iii. original contract amount; the amount of each change authorized by the Owner to date; the contract amount to date;
- vi. a schedule of values in sufficient detail to identify the cost of materials and labor for the various types and major components of the work;
- vii. a percentage of completion for each line item in the schedule of values;
- viii. an area for retainage and an area for Liquidated Damages.
- ix. Contractor's certification that to its knowledge the information on the application is true and accurate;
- x. Architect's certification that based on its on-site observations, knowledge, information, and beliefs the information on the application is true and accurate; and,
- xi. approval and signature block for the Owner.

.3 Progress Review. The Contractor shall establish a schedule with the Architect payment application review meetings that allow sufficient time for the Contractor and Architect to process an application for payment and have it delivered to the Owner to meet the schedule established in §4.1.1. Prior to the end of each period, the Parties shall review a draft of the Application and make adjustments as deemed appropriate. The Contractor shall make the agreed adjustments and submit the adjusted application, including certification to the Architect for its review and certification and subsequent forwarding to the Owner. On each Application for Payment, the Contractor shall show the percentage of completion for each line item in the schedule of values as of the end of the period covered by the Application for Payment.

.4 Amount of Progress Payment. The amount of the progress payment shall be the percentage of the completion of the work at the end of the period times the contract price less ten percent for retainage and less the amounts paid for prior progress payments.

.5 Payment – for requested payments of less than \$10,000.00. the Application Period in proper form and certified by the Architect for payment, the Owner shall make payment of undisputed amounts within 30 days of the first work day of the month following the period covered by the application and for an application submitted after the Application Period, the Owner shall make payment of undisputed amounts within 60 days of the first work day of the month following the period covered by the application.

.6 Payment – for requested payments of \$10,000.00 and more. Provided an application is submitted within the Application Period in proper form and certified by the Architect for payment, the Owner shall make payment of undisputed amounts within 60 days of the first day of the month following the period covered by the application and for an application submitted after the Application Period, the Owner shall make payment of undisputed amounts within 90 days of the first work day of the month following the period covered by the application.

§ 12.2.3 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, however, such transfer of title shall not reduce the Contractor's and surety(ies) obligations for such Work until the Work achieves Final Completion. 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.

§ 12.3 CERTIFICATES FOR PAYMENT

After receipt of the Contractor's Application for Payment, the Architect will timely 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.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in article 12.2.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 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 requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 A condition of determining a Substantial Completion shall be the Contractor's correction of all punch list items on the Architect's punch list and the Contractor's total demobilization from the physical site. Preparation of project closeout requirements shall occur at a location of the Contractor's choosing, other than the project site, in the period, if any, between Substantial Completion and Final Completion.

§ 12.5.2 When the Contractor notifies the Architect that the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall 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.

.1 Items remaining on the punch list shall be addressed in accordance with §11.7.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of all project closeout submittals as required by the Contract Documents (e.g., Operating & Maintenance Manuals, as-built documents, permits, warranties) and the final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract and the Contractor's final certified Application for Payment in proper form.

§ 12.6.3 Upon receipt of a final Certificate of Application for Payment in proper form, the Owner shall timely review and approve payment of undisputed amounts. Owner shall make final payment only after the Contractor has fully performed the Contract, except its obligation to timely and properly provide Warranty Work. The Owner's approval and final outstanding balance of the Contract Sum, as provided herein, shall constitute Final Completion.

§ 12.6.4 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.

§ 12.6.5 Acceptance of final payment does not relieve the Contractor, subcontractor, or material supplier from their respective responsibilities to honor all warranties and guarantees.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents promptly and timely after receiving notice of such work.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the State of Ohio.

§ 15.4 CLAIMS AND DISPUTES

§ 15.4.1 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, shall be referred initially to the Architect for decision. Such matters, except those related to aesthetic effect and those waived as provided by this Contract, shall, after initial decision by

§15.4.2 Any legal action arising out of or related to this contract shall be brought in the Common Pleas Court of Franklin County, Ohio, unless the amount in dispute is less than \$15,000.00, in which case, the action shall be brought in the Franklin County Municipal Court located in Franklin County, Ohio.

§ 15.4.3 In any legal action arising out of or related to this contract, each of the parties agrees to waive the right to trial by jury.

§15.4.4 In any legal action arising out of or related to this contract either party may demand that the matter be submitted to mediation in which case the matter shall be mediated by a mediator agreed upon by the parties, and in the event the parties can not agree upon a mediator, by a mediator appointed by the judge to whom the case is assigned. Mediation shall be initiated by the serving of a demand for mediation on the other party with the proposed name of a mediator.

Within seven days after receipt of such demand, the party receiving the demand shall notify the party serving the

demand whether it agrees to the mediator proposed, and if not, the name of a mediator proposed by such party. The party making it the demand for mediation shall notify the other party within seven days whether the party making the demand agrees to the proposed mediator. If the parties do not agree upon a mediator, either party may request the Court to appoint a mediator who may be a magistrate of such Court. If a demand for mediation is made all discovery proceedings in the legal action shall be stayed and no motions shall be filed until the mediation is completed. The time and place of the mediation conference shall be set by the mediator. No statements made by a party during the mediation shall be used in evidence at the trial of the action. The expense of the mediator, if any, shall be divided equally between the parties.

§ 15.5 CLAIMS FOR CONSEQUENTIAL DAMAGES

§ 15.5.1 The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to the 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, for loss of profit except anticipated profit arising directly from the Work, and for any amount which the Contractor is required to reimburse the surety by reason of expenses incurred by the surety related to correction or completion of the Work.

§ 15.5.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 16. Nothing contained in this Section shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

§ 16.1.1 If the Architect fails to certify payment as provided in §12.3 through no fault of the Contractor, or if the Owner fails to make payment as provided in §12.4.1, the Contractor may, upon seven additional days written notice to the Owner and the Architect, terminate the Contract in which case the Contractor shall be entitled to be paid for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery ordered in reliance upon the contract, and for reasonable overhead and profit on the remainder of the Work that was not completed.

§ 16.1.2 Owner payment of undisputed amounts to the Contractor within seven (7) additional days shall render null and void the Contractor's right to terminate the Contract as provided in §16.1.1 and the Contractor shall continue to faithfully and diligently execute the Work under this Contract and shall not be entitled to additional payment for claims of loss with respect to materials, equipment, tools, and construction equipment and machinery ordered nor for additional overhead and profit.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 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 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 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.

§ 16.4 Under no circumstances shall the Owner be liable to the Contractor and the Contractor's Surety, if the Surety takes over the Contract, for more than the contract price.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« »

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

« »

OWNER (Signature)

«Lox A. Logan, Executive Director
Ohio History Connection
800 E. 17th Avenue
Columbus, OH 43211 »« »

(Printed name and title)

« »

CONTRACTOR (Signature)

« »« »

(Printed name and title)

LICENSE NO.:

JURISDICTION:

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SECTION 00 73 00 SUPPLEMENTARY CONDITIONS

PART 1 – GENERAL

1.1 SUMMARY

- A. These Supplementary Conditions are a part of and are attached to the Contract Documents as provided in the American Institute of Architects (AIA) Document *A105-2017 Standard Form of Agreement Between Owner and Contractor for a Small or Commercial Project* for this project.
- B. These Supplementary Conditions modify the AIA document(s) as originally published by the AIA and listed above for this project.

PART 2 – CONTRACT MODIFICATIONS

2.1 REFER TO §2.1 CONTRACT TIME

- A. The Contract Time extends to the Date of Final Completion as provided below.

2.2 REFER TO §2.3 SUBSTANTIAL AND FINAL COMPLETION

- A. The Date of Commencement shall be no more than 14 days following filing of Notice to Proceed, on June 1, 2024.
- B. Substantial Completion shall occur no more than 121 calendar days following Date of Commencement and shall be no later than October 1, 2024.
- C. Final Completion shall occur no more than 135 days following Date of Commencement.

2.3 REFER TO §10.1 CHANGES IN THE WORK

- A. § 10.1.1 The limit for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:
 - 1. For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
 - 2. For the Contractor, for Work performed by the Contractor's Subcontractor, maximum of five percent (5%) of the amount due between Prime Contractor and Subcontractor. For the Subcontractor, for Work performed by the Subcontractor's own forces, ten percent (10%) of the cost.
 - 3. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.
 - 4. In order to facilitate checking of quotations for extras and credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and material shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

5. Overhead and profit shall include, but not be limited to, the following:
 - a. home office expense;
 - b. field office expense;
 - c. supervision;
 - d. project management & estimation; and
 - e. small tools & equipment

2.4 REFER TO §11.5 RATES OF LIQUIDATED DAMAGES

- A. The following rates for Liquidated Damages apply to this Contract:
 1. Substantial Completion date exceeded: \$750.00/ day.
 2. Final Completion date exceeded: \$750.00/ day.

PART 3 – PLANS AND SPECIFICATION MODIFICATIONS

- 3.1 A. Not applicable

END OF SECTION

SECTION 00 73 46 – PREVAILING WAGE DETERMINATION AND RATES

OHC Project No. CP2400
Paul Laurence Dunbar House
Exterior Restoration

PART 1 – GENERAL

1.1 SUMMARY

- A. The Prevailing Rates of Wages and required forms may be accessed through the Ohio Department of Commerce website:

<https://com.ohio.gov/divisions-and-programs/industrial-compliance/wage-and-hour/guides-and-resources/bid-packet-preparation>

- B. The following wage rate information shall be furnished to the prevailing wage coordinator as designated by the owner.
1. Every contractor and/or subcontractor as soon as he begins work under this contract shall furnish to the prevailing wage coordinator, a schedule of dates during the life of the contract for which he will pay wage to employees of the project. He shall also deliver to the prevailing wage coordinator monthly two (2) certified copies of his payroll for the project.
 2. Each report (monthly) shall state the period covered and exhibit for each employee paid on the project, his name, current address, social security number, number of hours worked each day on the project during the reporting period, the total hours each week on the project as well as the total work on other projects, his hourly rate, his job classification, fringe payment, all deductions from his wages and net pay.
 3. Each report shall also have certification executed by the contractor, subcontractor, or duly appointed agent thereof. It shall recite that the payroll is correct and complete and that the rates shown are not less than those required by the contract. It shall also state the name of the union or plan to whom the withheld or unpaid fringes are to be paid. The first report shall also list each fringe and state if it is paid as cash to the employee or to named plan.
 4. Upon final completion and prior to final payment, the contractor shall execute, deliver, and require its subcontractors to execute and deliver to the prevailing wage coordinator an affidavit stating that the contractor/subcontractor has fully complied with Section 4115.03 to 4115.16 Ohio Revised Code. The contract sum will not be increased because of increases in the prevailing wages or wage rates.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION

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SECTION 01 11 00 SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Use of premises.
 - 4. Owner's occupancy requirements.
 - 5. Work restrictions.
 - 6. Specification formats and conventions.
 - 7. Miscellaneous Provisions.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Paul Laurence Dunbar House
 - 1. Project Location: 219 N Paul Laurence Dunbar St , Dayton OH 45402
- B. Owner: Ohio History Connection, 800 E. 17th Avenue, Columbus, OH 43211
- C. Architect of Record: Beth McFarlane, Ohio History Connection, 800 E. 17th Avenue Columbus, OH 43211
- D. The Work consists of the following:
 - 1. Masonry repair and restoration
 - 2. New wood shingle roof
 - 3. Wood Repair and Painting
 - 4. Site Drainage

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to areas indicated.
 - 2. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public starting October 1, 2024.
 - 3. Driveways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site existing buildings on the property full time, starting October 1, 2024. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, 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 to be occupied before Owner occupancy.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
 - 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.

1.7 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except otherwise indicated.

1. Weekend Hours: As allowed by authorities having jurisdiction.
 2. Early Morning Hours: As allowed by authorities having jurisdiction
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Architect not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Architect's written permission.

1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 33-division format and CSI/CSC's "MasterFormat" numbering system.
1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. 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.

1.9 MISCELLANEOUS PROVISIONS

- A. Permits:
1. A Building Permit will be obtained and paid for by Owner through the Architect. Final permit may be contingent upon submission of some contractor submittals.

- B. All other permits, fees, licenses and inspections are to be obtained and paid for by contractor performing the work.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION

SECTION 01 23 00 ALTERNATES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Instructions to Bidders, Form of Agreement between Owner and Contractor, and Supplemental General Conditions in their entirety are a part of this section.

1.2 DESCRIPTION

- A. An Alternate is a potential change of any kind in the project and stated on the Proposal Form that may be added to or deducted from the Base Bid amount, at the Owner's sole discretion.
- B. When accepted, an Alternate shall be a part of the Contract.
- C. When accepted, the Contractor shall provide all elements of an Alternate (e.g., labor, materials, overhead, profit, products, materials, equipment, systems, installation) described in the Contract Documents and as necessary for a complete installation.
 - 1. The cost or credit for each Alternate is the net addition or deduction from the Contract Sum to incorporate the alternate into the Work. No other adjustments are made to the Contract Sum.
- D. An Alternate price shall include all elements and costs to provide the Alternate as allowed by the Contract.
- E. An Alternate may be incorporated into the Project at the same price indicated in the Contractor's Bid for 90 days after the Contract date. An Alternate may be accepted after 90 days after the Contract date and may be subject to negotiation.

1.3 PROCEDURES

- A. Coordinate, modify or adjust affected adjacent work as necessary due to incorporating an Alternate any work affected by any accepted Alternate.
- B. Fully integrate and complete any accepted Alternate(s) into the Project.
- C. Notification: Immediately following award of the Contract, Contractor shall notify each party involved, in writing, of the status of each Alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration.
- D. Execute accepted Alternates under the same Contract requirements as other work of the Contract.
- E. Incorporate accepted Alternates into the project schedule and project planning in a

manner that causes no delay to other trades or to the timely completion of the Project.

1.4 SCHEDULE OF ALTERNATES

- A. ALTERNATE NO. 1 – ADDITIONAL MASONRY REPAIR
Description: Bidder shall state the amount to be ADDED TO the Base Bid to provide for the additional masonry repairs in Dunbar House basement.
- B. ALTERNATE NO. 2 – DUNBAR WOOD RESTORATION AND PAINTING
Description: Bidder shall state the amount to be ADDED TO the Base Bid to provide window spot glazing, scraping loose paint, and painting of the kitchen, windows, trim, doors, and ridge/valleys.
- C. ALTERNATE NO. 3 – SITE DRAINAGE
Description: Bidder shall state the amount to be ADDED TO the Base Bid to provide underground site drainage, refer to drawing A-1.
- D. ALTERNATE NO. 4 – DUNBAR HOUSE ROOFING
Description: Bidder shall state the amount to be ADDED TO the Base Bid to provide a new wood shingle roof on the back kitchen.
- E. ALTERNATE NO. 5 – COLE/MUNDHEE WOOD RESTORATION/PAINTING
Description: Bidder shall state the amount to be ADDED TO the Base Bid to provide wood siding repair, prime, and paint.
- F. ALTERNATE NO. 6 – BARN ROOF
Description: Bidder shall state the amount to be ADDED TO the Base Bid to clean and treat the barn roof.
- G. ALTERNATE NO. 7 – GUTTERS AND DOWNSPOUTS
Description: Bidder shall state the amount to be ADDED TO the Base Bid to provide new gutters and downspouts at the Dunbar House and Cole/Mundhee Houses
- H. ALTERNATE NO. 8 – COLE/MUNDHEE HOUSES FLASHING AND CHIMNEYS
Description: Bidder shall state the amount to be ADDED TO the Base Bid to provide new flashing and sealant at roof/siding joints and chimneys and repoint chimneys.
- I. ALTERNATE NO. 9 – COLE HOUSE PLASTER
Description: Bidder shall state the amount to be ADDED TO the Base Bid to repair plaster in two rooms in the Cole House.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION

SECTION 01 26 00 CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. For a project that include one or more Allowances, Division 01, Section 01 21 00 - Allowances shall apply.

1.2 MINOR CHANGES IN THE WORK

- C. The Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions", or other form acceptable to the Owner.

1.2 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings or Specifications or both
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within the time specified in Proposal Request, submit a Proposal indicating any applicable adjustment to the Contract Sum or Contract Time or both, to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests or other form acceptable to the Architect.

1.3 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Proposal, the Architect will sign and issue a Change Order for Owner and Contractor signatures.

1.4 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: The Architect may issue a Construction Work Change Directive on AIA Document G714 —Construction Change Directive, or other form acceptable to the Owner, which instructs the Contractor to proceed with a change or changes in the Work, for subsequent inclusion in a Change Order.
 - 1. A Construction Change Directive provides a description of a change or changes in the Work and designates the method to determine any change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis for the work required by the Construction Change Directive.
 - 1. After completion of the change or changes, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

SECTION 01 31 19 PROJECT MEETINGS

PART 1 - GENERAL

1.1 INITIAL JOB MEETING

- A. The Contractor will notify all parties concerned of the time and place of the initial job meeting.
- B. The meeting will be conducted by the Owner’s Representative. In order to insure an orderly procedure, an agenda for the meeting will be developed using the following format:
 - 1. Review of Previous Minutes
 - 2. Safety Issues
 - 3. Schedule Status
 - 4. Field Work Orders, Change Orders, Construction Directives, and Requests for Information
 - 5. Pay Request
 - 6. Work Progress Since Last Meeting
 - 7. Work Proposed for Next Week
 - 8. Report from Subcontractors
 - 9. Interferences and Conflicts
 - 10. New Business
 - 11. Next Meeting date, time, location
- C. The Architect will prepare and distribute the Meeting Minutes within seven (7) days of the meeting.

1.2 WEEKLY JOB MEETINGS

- A. Unless otherwise directed, job meetings will be held every week and place agreed upon by the Project Architect and the Contractor. Other interested parties may attend when needed, e.g., subcontractors, representatives from suppliers, and consultants.
- B. The meetings will be conducted by the Contractor for the following purposes:
 - 1. Review job progress, quality of Work, and approval and delivery of materials.
 - 2. Identify and resolve problems which impede planned progress.
 - 3. Coordinate the efforts of all concerned so that the project progresses on schedule to on time completion.
 - 4. Maintain a sound working relationship between the Contractor and the Project Architect and a mutual understanding of the project requirements.
 - 5. Maintain sound working procedures.

1.3 PRE-INSTALLATION MEETINGS

- A. Pre-installation meetings will be held to review the specifications, drawings and approved submittals in preparation for start of a particular activity.

1.4 ATTENDANCE

- A. The Contractor or his Representative shall be required to attend all meetings scheduled.
- B. The Contractor's representative shall be a competent supervisor familiar with the work and have authority to act for the Contractor.
- C. If the Contractor's representative fails to attend 2 scheduled meetings without prior approval, the Contractor will be directed to replace the current Contractor's representative. Further incidents of non-attendance by the Contractor's representative, will form the basis for review of the Contractor's responsible bidder status.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION 01 31 19

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of this Work.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. After award and before date of Commencement, coordinate with the Architect to mutually agree on the submittal schedule and review periods.
 - 2. If an intermediate submittal is necessary, process the same as the initial submittal.
 - 3. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on label or title block.
 - 1. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 - 2. Include the following information on the label for processing and recording action taken:
 - a. Project name
 - b. Date
 - c. Name and address of the Architect
 - d. Name and address of the Contractor
 - e. Name of the manufacturer (if applicable)
 - f. Number and title of appropriate Specification Section
 - g. Drawing number and detail references, as appropriate

- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. The Architect will accept submittals only from the Contractor.
 - 1. On the transmittal record relevant information and requested data.
 - 2. On the form or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.4 CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: After award and before date of Commencement, prepare and submit a horizontal bar-chart construction schedule based on critical path logic and indicating weekly or daily activities on a time scale.
- B. Phasing: As appropriate for the project, on the schedule, show how requirements for phased Work by separate Subcontractors and third party Contractors and will affect the sequence of Work.
- C. Work Stages: Indicate important stages of construction for each major portion of the work, including submittal review, testing, and installation, mobilization, demobilization, and major segments of construction.
- D. Area Separation: Provide a separate time bar to identify each major construction area for each portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- E. Cost Correlation: For projects over \$200,000 construction value, at the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of Work performed as of the dates used for preparation of payment requests.
 - 1. Refer to Division 1 Section "Application for Payment" for cost reporting and payment procedures.
- F. Distribution: Upon Architect's approval of the Construction Schedule, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office. For projects with no project meeting room or temporary field office, have copies available at the project site at all times.
- G. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

1.5 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor’s Construction Schedule, prepare a complete schedule of submittals. Submit the Schedule within 10 days of the date required for submittal of the Contractor’s Construction Schedule.
 1. Coordinate Submittal Schedule with the list of subcontractors, Schedule of Values, and the list of products as well as the Contractor’s Construction Schedule.
 2. Prepare the schedule in chronological order. Provide the following information:
 - a. Scheduled date for the first submittal
 - b. Related Section numbers
 - c. Submittal category (shop Drawings, Product Data, or Samples)
 - d. Name of the subcontractor
 - e. Description of the part of the Work covered
 - f. Scheduled date for resubmittal
 - g. Scheduled date for the Architect’s final release or approval
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
 1. When revisions are made, distribute to the same parties and post in the same location. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

1.6 SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND O & M MANUAL

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviation from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 1. Dimensions
 2. Identification of products and materials included by sheet and detail number
 3. Compliance with specified standards

4. Notation of coordination requirements
- C. Product Data includes printed information, such as manufacturer’s installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate applicable information. Include the following information:
 - a. Manufacturer’s printed recommendation
 - b. Compliance with trade association standard
 - c. Compliance with recognized testing agency standard
 - d. Application of testing agency labels and seals
 - e. Notation of dimensions verified by field measurement
 - f. Notation of coordination requirements
- D. Submit Samples in size as indicated in corresponding Specification Section. Samples include whole or partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern, cured and finished as specified, and physically identical with the material or product specified.
1. Prepare Samples to match the Architect’s sample. Include the following information:
 - a. Specification Section number and reference
 - b. Generic description of the Sample
 - c. Sample source
 - d. Product name or name of the manufacturer
 - e. Compliance with recognized standards
 - f. Availability and delivery time
 2. Provide minimum of two (2) samples for each item indicating sample submission unless otherwise indicated.
 3. Electronic submissions of color charts for color selection/verification will not be accepted.
- E. O & M Manual Information to include operating and maintenance requirements and suggested spare parts recommended by the manufacturer.
- F. Do not use Shop Drawings and Product Data without an appropriate final stamp indicating action taken.

1.7 FIELD MEASUREMENTS

- A. Verify all conditions, which may effect the execution of the Work.

- B. Report any major discrepancies between the estimated and actual amount of damage to the structural elements after removal of the existing roofing. Values in excess of twenty (20) percent above or under assumed or expected amounts shall be considered major.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION

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SECTION 01 35 92 - SPECIAL PROCEDURES ARCHAEOLOGICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Bidding Requirements, Contract Conditions, and Division 1 Specification Sections in their entirety apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Procedure to follow during work
 - 2. Procedure to follow in the event of discovery of historical artifact(s)
- B. Related Sections
 - 1. Section 01 11 00 Summary of Work
 - 2. Section 31 00 00 Earthwork

1.3 DEFINITIONS

- A. Artifact: Items made or used by people over thirty years ago.
- B. Feature: Evidence of past human activity, such as hearth or storage pit.
- C. Construction limit: This is an area that is indicated and outlined on the Drawings. This outlined area is designated on the Drawings as the “Construction Limit”.

1.4 PRE-CONSTRUCTION ARCHAEOLOGICAL SURVEY

- A. Since this project is being constructed upon a historical site, every effort has been made to preserve important historical and archaeological items.
- B. Prior to the advertisement for bids and the beginning of construction, the site underwent an initial archaeological survey. This was done in order to define the limits of the scheduled “Construction Limit” area. However, it is probable that artifacts remain in the “Construction Limit” area.
- C. The survey has not identified every artifact, especially in areas of the earthwork wall where repair work is to take place.

1.5 FIELD ARCHAEOLOGIST

- A. The Owner has arranged to have a Field Archaeologist on the site to observe excavation operations.
- B. The Field Archaeologist must be present for any work to occur, including staging, installation of temporary roads, erection of fences, or any other aspect of the work not

mentioned specifically.

1.6 OWNERSHIP OF ARTIFACTS

- A. If artifacts or features are uncovered on the site, said artifacts belong solely to the Owner. Contractor shall exercise diligent care not to damage features or uncovered artifacts, and shall immediately turn artifacts over to the Owner, through the Field Archaeologist.

1.7 AUTHORITY TO STOP WORK

- A. The Field Archaeologist has the authority to stop construction activities at any time where it appears to the Field Archaeologist that a feature or an artifact is being uncovered or potentially damaged.

1.8 PROCEDURE TO FOLLOW DURING WORK

- A. Publish schedules of construction and immediately notify the Project Architect and Field Archaeologist of any change.
- B. Erect fencing to contain construction activity in a clearly defined construction area.
- C. Undertake repairs sequentially, finishing one project area completely before commencing the next.
- D. Install and remove the temporary construction road to limit compaction of soils in the Construction Area. Remove roadway, fencing, and all evidence of construction activity at conclusion of repair work.
- E. Obtain Field Archaeologist's written acceptance of completed work area before proceeding to next scheduled area.

1.9 PROCEDURE IF ARTIFACT IS FOUND

- A. The Field Archaeologist will make an immediate decision as to whether the item discovered is an artifact or not.
- B. If an artifact is uncovered during the excavation for this project, the Project Architect will assess the impact of the time needed to safely retrieve the artifact.
- C. The Field Archaeologist will utilize the following procedure:
 - 1. Stop the excavation operations for a minute or so to investigate the item uncovered to decide if it is an artifact.
 - 2. If the Field Archaeologist decides that a feature or an artifact has been uncovered, the Field Archaeologist will notify the Contractor and immediately begin the process of excavating the portion of the feature in the construction zone and safely removing any artifacts.
 - a. In most instances this should take less than one hour. Due to the

previously completed archaeological survey, it is anticipated that the items discovered will be small.

3. If the uncovered feature or artifact involves more complicated removal techniques, the Field Archaeologist may need to confer with the Owner, Architect, and others with respect to the feature excavation of artifact removal. The Field Archaeologist will inform the Contractor of this fact.
 - a. The Contractor shall then immediately cease operations on that portion of the excavation and then make every effort to arrange the Work around the Field Archaeologist and the uncovered feature or artifact.
 - b. The cooperation and coordination with the Field Archaeologist shall be complete.
 - c. The requirement for flexibility of the Excavation Schedule should permit this accommodation.
4. When the uncovered artifact involves more complicated removal techniques:
 - a. The Field Archaeologist may stop the excavation operations for several hours in that portion of the excavation where the feature or artifact is located.
 - b. The Contractor will be advised what the approximate time for removal of the feature or artifact. The Contractor shall then make appropriate arrangements for continuing the excavation process at another location.
 - c. The Field Archaeologist will make arrangements to excavate the feature and/or process and remove the artifact.
5. It is anticipated that in the most complicated case, the excavation of a feature and/or the removal of an artifact will take no longer than 72 hours.

1.10 SCHEDULING

- A. The Contractor's schedule for the excavation portion of this Project shall be flexible enough to accommodate the Owner's requirements for the retrieval of artifacts which may, or may not still lie within the "Construction Limit".
- B. The Contractor shall update the excavation schedule as often as necessary.
- C. The Contractor shall keep the Project Architect and the Field Archaeologist continually informed and up-to-date with the excavation schedule.

1.11 PRE-EXCAVATION MEETING

- A. Convene at the site one (1) week prior to commencing underground work.
- B. Require attendance of parties directly affecting, or affected by, work of this section.

- C. As a minimum, review the following requirements:
 - 1. Scheduling
 - 2. Coordination
 - 3. Procedures
- D. Discuss and implement additional procedures that may be required to comply with this section.

1.12 DAMAGES

- A. Failure on the part of the Contractor to adhere to these procedures will result in damages being assessed by the Owner against the Contractor. The amount to be assessed will be the cost of restoring those portions of the site outside of the Construction Limit and the cost of remediating cultural artifacts, at a minimum.
- B. The Contractor shall be responsible for the cost of the initial work stoppage and assessment by the Field Archaeologist of damage to cultural features.
- C. The Contractor shall be responsible for additional costs as may apply, including but not limited to:
 - 1. Archaeological remediation and retrieval of artifacts.
 - 2. Cataloging and curation of artifacts.
 - 3. Repair of any damages caused, such as ruts, compaction, and excavation.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION

SECTION 01 43 00 QUALITY ASSURANCE

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 QUALITY ASSURANCE

- A. General Contractor Qualifications: Work shall be performed by a contractor having not less than five (5) years satisfactory experience on comparable projects including four (4) or more projects of similar scope that have been completed in the last four (4) years. These projects must include historic restorations on National Historic Landmark properties.
- B. Refer to individual specification sections for additional Contractor Qualifications and submittal requirements specific to the scope of work described.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION

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SECTION 01 50 00 TEMPORARY FACILITIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security, and protection.
- B. Specific locations to be used for temporary offices, parking, sanitary facilities, and Contractors' lay down areas shall be designated by the Owner.
- C. The Owner will review and have final approval on locations and routing of temporary services.
- D. Maintain and repair permanent work that is damaged as a result of temporary facilities work.
- E. Place temporary services into operation in an expedient manner so as to avoid any delay in the Work. When using utilities services paid for by the Owner, Contractor is expected to use such services judiciously.
- F. Temporary utilities include, but are not limited to,
 - 1. Water service and distribution: Owner will pay consumption cost.
 - 2. Temporary electric power and lighting: Owner will pay consumption cost.
- G. Temporary construction and support facilities required include, but are not limited to:
 - 1. Temporary enclosures
- H. Security and protection facilities required include, but are not limited to:
 - 1. Temporary fire protection
 - 2. Barricades, warning signs, lights
 - 3. Environmental protection
 - 4. Temporary fencing: Contractor shall provide fencing required for the security of his materials and equipment and fencing needed to protect and prevent public access to areas of his work that may pose safety hazards.

1.3 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to:
 - 1. Building code requirements
 - 2. Health and safety regulations

3. Utility company regulations
4. Police and Fire department rules
5. Environmental protection regulations

B. Inspections: Arrange for Authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certification permit.

1.4 FIELD MEASUREMENTS

A. Verify all conditions which may effect the execution of the Work.

1.5 TEMPORARY UTILITIES

A. Temporary Electricity:

1. Coordinate use of existing electric service with owner.
2. Cost: By Owner; connect to Owner's existing power service. Do not disrupt Owner's use of service. Owner will pay cost of energy used. Exercise measures to conserve energy.
3. Provide temporary electric feeder from existing building electrical services as required.
4. Complement existing power services capacity and characteristics as required.
5. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.

B. Temporary Lighting for Construction Purposes:

1. Provide and maintain lighting as necessary for construction operations.

C. Temporary Ventilation:

1. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors or gasses.

D. Telephone and Internet Services:

1. Contractor shall provide own Telephone and Internet services.

E. Temporary Water Service:

1. Coordinate use of existing water source with owner.
2. Owner will pay cost of water used. Exercise measures to conserve water.

1.5 TEMPORARY FACILITIES

A. Temporary Sanitary Facilities:

1. Contractor to provide temporary facilities during construction operations, for contractors' use, in a location to be agreed with Owner.

B. Protection of Installed and Existing Work:

1. Protect installed and existing work and provide special protection where specified in individual specification sections.
2. Provide temporary and removable protection for installed products. Control

- activity in immediate work area to prevent damage.
 - 3. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
 - 4. Protect finished floors, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
 - C. Security:
 - 1. Provide security and facilities to protect work, existing facilities, and Owner’s operations from unauthorized entry, vandalism, or theft.
 - 2. Coordinate with Owner’s security program.
 - D. Progress Cleaning and Waste Removal:
 - 1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
 - 2. Remove debris and rubbish from pipe chases, plenums, and other closed or remote spaces, prior to enclosing the space.
 - 3. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
 - 4. Collect and remove waste materials, debris, and rubbish from site daily and dispose off-site.
 - 5. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
 - E. Parking:
 - 1. On-site parking will be provided by the Owner in designated areas.
 - 2. Access to the site is available at all reasonable hours, coordinate with Owner.
 - F. Temporary Storage:
 - 1. Storage of any kind is not permitted inside any existing building or any area not authorized for storage.
 - 2. The contractor is to provide temporary storage trailers suitable for weathertight storage in the area designated for this purpose by the Architect.
 - G. Dumpsters:
 - 1. Coordinate location of any dumpsters with the Owner.
 - H. Scaffolding:
 - 1. Contractor is responsible for providing all scaffolding and obtaining necessary permits, if needed.
- 1.6 REMOVAL OF UTILITIES, FACILITIES, AND CONTROL
- A. Remove temporary utilities, equipment, facilities and materials prior to Substantial Completion inspection.
 - B. Clean and repair damage caused by installation or use of temporary work.

- C. Restore existing and permanent facilities used during construction to original condition.
Restore permanent facilities used during construction to specified condition.

1.7 COVID -19 CONSTRUCTION SAFETY PROCEDURES

- A. All Contractors are required to develop programs that contain feasible means and methods to protect their employees and Owner’s and Site Partner’s on-site staff from exposure to COVID-19 in the workplace which are compliant with CDC Guidelines as well as Orders and Guidance that are issued by state and local regulatory and health authorities.
- B. The Owner encourages Contractors to familiarize themselves with CDC provided information about COVID-19 by visiting CDC website at: <http://www.cdc.gov/coronavirus/2019-ncov/index.html> and follow Construction Industry Safety Coalition Recommendations attached in its generic form in Appendix 2.
- C. At the minimum, the Owner will require all employees, contractors and potential visitors to follow the following general safety policies and rules:
 - 1. Any person suspecting to have any of the known COVID-19 symptoms to immediately leave the jobsite.
 - 2. Minimize number of in-person job site meetings and, if possible, maximize use of modern technology, such as telephones, computers, video-conferencing, and similar.
 - 3. Keep at least six (6) feet personal space distance, wherever possible.
 - 4. Stagger breaks and lunches, if practicable, to reduce size of any group to less than ten (10) people.
 - 5. Secure sufficient amount of alcohol-based hand sanitizers and/or wipes when running water is not available.
 - 6. Prevent the use of co-workers’ tools and equipment without use of alcohol-based hand sanitizers and/or wipes between each use.
- D. The Owner shall assist Contractors to assess job site conditions prior to commencement of work. It is recommended the initial assessment is performed no later than during the Pre-Construction Meeting.
 - 1. Evaluate the specific hazards when determining best practices related to COVID-19.
 - 2. Contractors shall clean and sanitize the work areas upon arrival, throughout workday, and immediately before departure.
 - 3. Owner’s employees shall be discouraged to mingle with Contractors who shall keep a personal distance of six (6) feet at a minimum.
 - 4. The number of visitors to the job site shall be limited to only those necessary for the work. No public shall be permitted on the job site.
 - 5. All visitors shall be screened in advance of arriving on the job site. Screening may include the following questions about individual’s current wellness and any acute respiratory illness symptoms such as fever, cough, or shortness of breath; recent

contacts with or exposure to persons who has been confirmed positive for COVID-19, and similar.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION

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SECTION 01 78 00 DOCUMENTATION AND CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY:

- A. This Section includes administrative and procedural requirements for project closeout such as, and not limited to:
 - 1. Inspection procedures
 - 2. As-built document preparation and submittal
 - 3. Project closeout document submittals
 - 4. Operating and maintenance manual submittals
 - 5. Submittal of warranties & guaranties
 - 6. Final cleaning
- B. Comply with additional closeout requirements, if any, in Divisions 2 through 31.

PART 2 – PRODUCTS

PART 3 – EXECUTION

3.1 PLANNING AND PREPARATION

- A. Construction Schedule: Prior to signing Contract Agreement, submit to the Architect a Contractor’s Project Schedule in sufficient detail to indicate major work activity types, and their start dates and finish date. Include also in the schedule; periods for Mobilization, Shop Drawing Submittals, De-mobilization, Substantial Completion, Closeout Document Submittals, and Final Completion.
- B. Schedule of Values: Within 14 days after receiving the Notice to Proceed, submit to the Architect a draft Schedule of Values on AIA Form G703 – Application for Payment Continuation Sheet, or in other form acceptable to the Architect. Include sufficient detail to allow reasonable evaluation of work in place, the labor required to accomplish the work, and stored materials (both on-site and off-site). Revise the draft until acceptable to the Architect.
- C. Plan Approval Documents: Upon mobilization, secure on site, the set of construction documents bearing the approval stamps and comments affixed by government authorities (“Plan Approval Documents”). Do not use these documents for routine project activities. Append the Plan Approval Documents with copies of approved Change Orders. Make the documents available to the Owner, Architect, and authorized government authorities upon request. Submit the As-built Documents as described in this Section.
- D. As-built Documents: Upon mobilization to the site, secure one set of documents (Drawings, Project Manual, and Shop Drawings when appropriate) clearly marked

“Contractor As-Built Set.” Make the documents available to the Owner and Architect upon request; submit the As-built Documents as described in this Section.

1. Maintain a clean, undamaged set of the Project Manual (including specifications), Drawings, Change Orders, and Shop Drawings.
 2. During the construction period, and as an activity occurs, mark the set using colored pencils to show the actual installation when it varies substantially from the Work as originally shown. Consistently use specific pencil marking colors to distinguish between separate categories of the Work.
 3. Mark new information that was not shown on Contract Drawings or Shop Drawings, but is likely to be important or useful to the Owner, or will be useful to future contractors, architects, and engineers.
 4. Indicate locations of items or concerns that will be concealed from view. For subgrade objects, provide dimensions from permanent, visible objects and indicate the depth below grade.
 5. Mark whichever drawing is most appropriate for showing conditions fully and accurately. When Shop Drawings are used, record a cross reference at corresponding locations on Contract Drawings.
 6. Mark related Change Order numbers and Architect’s field directives where applicable.
- E. Within 30 days of the Commencement Date, submit a draft of the Operating and Maintenance Manual(s) for the Architect’s review and approval as further described in the Section.

3.2 PRIOR TO REQUESTING SUBSTANTIAL COMPLETION INSPECTION

- A. As applicable for the project, compile and begin assembly of Project Record Information, such as Operating and Maintenance Manuals, final project photographs, as-built Project Manual, Drawings, and Shop Drawings, warranties, certifications, government approved construction documents, damage or settlement survey, property survey, and similar final record information.
- B. Advise insurance and bond companies of project status.
- C. Submit written notice to the Owner of pending insurance change-over dates and related requirements.
- D. Ensure availability of specific warranties, maintenance agreements, final certifications, and similar documents.
- E. Complete start-up testing of devices and systems.

- F. Instruct Owner's personnel in the operation of all devices and systems.
- G. Submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- H. Initiate demobilization from the site.

3.3 AFTER REQUESTING SUBSTANTIAL COMPLETION INSPECTION AND BEFORE THE INSPECTION DATE

- A. Remove temporary facilities from the site, as well as construction tools, mock-ups, and similar elements.
- B. Working with the Owner's Safety and Security Department, make final change-over of permanent locks and deliver keys to the Owner's Safety and Security Department.
- C. Complete final clean-up requirements, including touch-up painting and site cleaning. Touch-up and otherwise repair and restore finishes damaged during the Contract Period.
- D. Change billing of utilities from Contractor to the permanent user, as needed.
- E. Complete demobilization from the project site, including and not limited to:
 - 1. Remove tools and unused equipment and supplies.
 - 2. Remove and legally dispose of all trash, debris, and all temporary project signage.
 - 3. Remove temporary facilities and associated utilities.

3.4 AFTER SUBSTANTIAL COMPLETION AND BEFORE FINAL COMPLETION:

- A. Request Consent of Surety to Final Payment
- B. Deliver as-built documents and Operation and Maintenance Manuals to the Owner's Project Manager, unless instructed otherwise by the Owner's Project Manager.
- C. Deliver tools, spare parts, extra stock, and similar items.
- D. Submit Consent of Surety to Final Payment and release of liens.
- E. Submit a final liquidated damages settlement statement, if applicable.
- F. Submit final Application for Payment. Indicate percentages complete for all items. When 100 percent completion can not be shown, include a list of incomplete items, the value of incomplete construction, reasons the Work is not complete, and the anticipated date of completion.

3.5 OPERATING AND MAINTENANCE MANUALS

- A. Include the following types of information in each manual, in generally the order listed:
1. Table of Contents
 2. Emergency instructions
 3. Spare parts list
 4. Copies of warranties
 5. Manufacturer name w/ contact info.
 6. Installation company w/ contact info.
 7. Operation Instructions
 8. Maintenance Instructions
 9. Maintenance Schedules
 10. Maintenance Inspection Procedures
 11. Inspection Procedures
 12. Wiring diagrams
 13. Recommended “turnaround” cycles
 14. Shop Drawings and Product Data (including MSDS sheets)
 15. Fixture lamping schedule
 16. Filter replacement schedule
- B. Submit a draft of the Operating and Maintenance Manual(s) for the Architect’s review and approval.
1. Submit draft in hard-back 3-ring binder, identical to the proposed final binder, Binder to have clear vinyl insert sleeves on the front and the spine for inserting identification.
 - a. On cover insert, neatly printed or typewritten, the OHC Project Number and Name, Contractor name, address, and contact information, Commencement Date and Substantial Completion Date.
 - b. On spine insert, neatly printed or typewritten, include the OHC Project Number and Name, Commencement Date and Substantial Completion Date.
- C. Table of Contents, arranged to match applicable CSI specification section numbering or other appropriate arrangement for consideration.
- D. Provide multiple volumes when necessary to contain the information with no over filling of a binder. Clearly identify each volume as one volume of a set of several volumes, i.e., “Vol. 1 of 3, Vol. 2 of 3,” etc. on the front cover, the spine, and the Table of Contents.
- E. When the use of multiple volumes is appropriate or required, indicate such in the Table of Contents and provide the Table of Contents in each volume.
- F. Provide tabbed divider sheets with typewritten or neatly handwritten descriptions on the tabs.

- G. Revise and re-submit the draft as necessary to obtain the Architect's approval.
- H. Submit specific warranties, maintenance agreements, final certifications, and similar documents.

3.6 OPERATING AND MAINTENANCE INSTRUCTIONS AND TRAINING

- A. The installer of a device or piece of equipment that requires human operation or maintenance shall meet with the Owner's personnel and instruct them in the proper operation and maintenance of the devices and equipment.
- B. If installers are not experienced in operating and maintenance procedures, provide instruction by manufacturer's representatives that do have such experience.
- C. Provide a detailed review of the following items:
 - 1. Maintenance manuals
 - 2. Record documents
 - 3. Spare parts and materials
 - 4. Tools
 - 5. Lubricants
 - 6. Fuels
 - 7. Identification systems
 - 8. Control sequences
 - 9. Hazards / Safety Recommendations
 - 10. Cleaning
 - 11. Warranties and bonds
 - 12. Maintenance agreements and similar commitments
 - 13. Other information as appropriate.
- D. As part of instruction for operating equipment, demonstrate the following procedures:
 - 1. Start-up
 - 2. Shutdown
 - 3. Emergency operations
 - 4. Noise and vibration adjustments
 - 5. Safety procedures
 - 6. Economy and efficiency adjustments
 - 7. Effective energy utilization
- E. Warranty Period: Promptly assist and advise Owner's maintenance personnel to debug equipment. Promptly correct deficiencies during the warranty.

3.7 FINAL CLEANING

- A. Cleaning: Employ experienced workers or professional cleaners for final cleaning.

- B. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- C. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
 - 1. Remove labels that are not permanent labels.
 - 2. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable or are vision-obscuring materials. Replace chipped or broken glass and repair or replace damaged materials.
 - 3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete broom clean. Vacuum carpeted surfaces.
 - 4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances.
 - 5. Clean plumbing fixtures to a sanitary condition.
 - 6. Clean light fixtures and lamps.
 - 7. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.
- D. Remove temporary protection facilities installed for protection of the Work during construction.
- E. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
- F. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property.
- G. Do not discharge volatile, harmful, or dangerous materials into drainage systems.
- H. Unless otherwise directed by Owner, remove waste materials from the site and dispose of legally.

END OF SECTION

SECTION 02 41 19 SELECTIVE DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Bidding Requirements, Contract Conditions, and Division 1 Specification. Sections in their entirety apply to this Section.

1.2 SUMMARY

- A. Related work specified elsewhere:
 - 1. Division 1, Section 01 11 00 Summary of Work
 - 2. Division 1, Section 01 33 00 Submittal Procedures
 - 3. Division 1, Section 01 50 00 Temporary Facilities
- B. Description of Work:
 - 1. Furnish all labor, materials, equipment, and services necessary to execute all Demolition Work as shown in the Contract Documents, scheduled and specified.

1.3 SITE INSPECTION

- A. Visit the site and become thoroughly familiar with the existing conditions.
- B. Report to the Architect any condition not adequately covered by the Project Manual.

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for demolition work, safety of structure, dust control, products requiring electrical disconnection and/or reconnection.
- B. Obtain any required demolition permits from authorities.
- C. Do not close or obstruct egress width to any space or exit-way unless approved in writing.
- D. Do not disable or disrupt building fire or life safety systems without 3 day written notification to the Owner.
- E. Conform to regulatory procedures applicable when hazardous or contaminated materials are discovered.

1.5 SEQUENCING

- A. Sequence demolition work in the reverse order of normal construction procedures.

1.6 SCHEDULING

- A. Schedule work under the provisions of Section 01 33 00.
- B. Schedule work to coincide with other construction.
- C. Perform noisy, odor-producing, or dusty work when such activities will not disrupt normal museum activities; coordinate at discretion and approval of Owner.

1.7 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Cease operations immediately if structure appears to be in danger and notify Architect. Do not resume operations until directed.
- C. Maintain protected egress and access to the Work.

PART 2 – NOT USED

PART 3 – EXECUTION

3.1 PREPARATION

- A. Provide, erect, and maintain temporary barriers at locations indicated or required.
- B. Install covers as necessary to insure weather-tightness of roof at the conclusion of each day's activities.
- C. Erect and maintain weatherproof and insulated closures for exterior openings.
- D. Erect and maintain temporary partitions to prevent the spread of dust, odors, and noise to permit continued Owner occupancy.
- E. Provide appropriate temporary signage including signage for exit or building egress.

3.2 DEMOLITION

- A. Prior to beginning the selective demolition work, review with the Architect the building components which are:
 - 1. to be reincorporated into the finished project
 - 2. to be stored as directed by the Architect
 - 3. to become the Contractor's property and be removed from the site.

- B. All demolition work shall be performed in an orderly and professional manner.
 - C. Use care not to damage adjoining surfaces and work scheduled to remain. Damages to surfaces scheduled to remain or adjoining work shall be repaired, patched or replaced to the satisfaction of the Architect at the expense of the Contractor that caused the damage.
 - D. Control dust to the absolute minimum at all times, inside and outside of the building.
 - E. Keep noise to a minimum. The use of pneumatic tools is not permitted.
 - F. Remove demolished material from site, except where specifically noted otherwise. The Owner reserves the right to maintain possession of any materials removed from the existing structure.
- 3.3 CLEAN-UP
- A. Remove materials from the site as work progresses. Maintain area as clean and orderly as possible during the course of work. Clean up completely at the end of each work day.
 - B. Upon completion of work leave areas in clean condition.

END OF SECTION

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SECTION 04 01 20 MASONRY RESTORATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes, but is not limited to, restoration of masonry consisting of:
 1. Removal of broken and non-original brick
 2. Replacement of brick using salvage
 3. Tuck pointing of exterior walls
 4. Tuck pointing of basement walls
 5. Removal and replacement of sealant from perimeter of window frames.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include recommendations for application and use. Include test data substantiating that products comply with requirements.
- B. Samples are to be submitted for the following:
 1. Replacement Brick: Submit (3) samples of replacement brick for matching.
 2. Pointing and Repair Mortar: Submit sets of mortar for pointing
 - a. Custom mix will be available to purchase.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of material for masonry restoration (face brick, patching compound, sand, etc.) from one source with resources to provide materials of consistent quality in appearance and physical properties.
- B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage due to worker fatigue.
- C. Restoration Program: Prepare a written, detailed description of materials, methods, equipment, and sequence of operations to be used for each phase of restoration work including protection of surrounding materials and Project site.

1. If materials and methods other than those indicated are proposed for any phase of restoration work, add to the Quality-Control Program a written description of such materials and methods, including evidence of successful use on comparable projects, and demonstrations to show their effectiveness for this Project and worker's ability to use such materials and methods properly.
- D. The Dunbar House contains important artifacts and furnishings. It is the Contractor's responsibility to provide barriers, seals, etc. As necessary to prevent dust from mortar removal and tuck-pointing activities from infiltrating into the finished areas of the house. The Contractor is to inspect the rooms adjacent to work areas frequently with site management personnel before and during the work, and document the conditions.
- E. Mockups: Prepare mockups of restoration and paint removal to demonstrate aesthetic effects and set quality standards for materials and execution and for fabrication and installation.
 1. Masonry Repair: Prepare sample areas for brick and stone repair materials. Erect sample areas in existing walls unless otherwise indicated, to demonstrate quality of materials, workmanship, and blending with existing work.
 2. Repointing: Rake out joints in 2 separate areas, each approximately 16 inches high by 16 inches wide for each type of repointing required and repoint one of the areas.
 3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- F. Pre-installation Conference: Conduct conference at Project site.
 1. Review methods and procedures related to masonry restoration and cleaning including, but not limited to, the following:
 - a. Construction schedule. Verify availability of materials, Restoration Specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Materials, material application, sequencing, tolerances, and required clearances.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver masonry units to Project site strapped together in suitable packs or pallets or in heavy-duty cartons.
- B. Deliver other materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.

- E. Store sand where grading and other required characteristics can be maintained and contamination avoided.

1.6 COORDINATION

- A. Coordinate masonry restoration and cleaning with public circulation patterns at Project site. Some work is near public circulation patterns. Public circulation patterns cannot be closed off entirely, and in places can be only temporarily redirected around small areas of work. Plan and execute the Work accordingly.

1.7 SEQUENCING AND SCHEDULING

- A. Order replacement materials at earliest possible date to avoid delaying completion of the Work.
- B. Perform masonry restoration work in the following sequence:
 - 1. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
 - 2. Replace existing masonry with new masonry materials.
 - 3. Rake out mortar from joints to be repointed.
 - 4. Point mortar joints.
 - 5. Replacement and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
 - 6. Inspect for open mortar joints and repair before cleaning to prevent the intrusion of water and other cleaning materials into the wall.

PART 2 - PRODUCTS

2.1 MASONRY MATERIALS

- A. Face Brick: Provide exterior brick where required to complete areas of masonry restoration. Provide units with dimensions, color, and texture compatible with existing brick.
- B. Interior Brick: Provide interior brick where required to complete areas of masonry restoration where multiple layers are required.
 - 1. Provide interior units with dimensions compatible with face brick.

2.2 MORTAR MATERIALS

- A. Mortar Mix: Ecolgic Mortar Custom Pre-mix by LimeWorks.us. Owner will obtain testing for pre-mix. Mortar is lime based and is available in 38.5 pound buckets.

1. Limeworks.us
3145 State Road
Telford, PA 18959
215-536-6706

B. Water: Potable.

2.3 MORTAR MIXES

- A. Do not use admixtures in mortar unless otherwise indicated.
- B. Mortar Proportions: Mix mortar materials per manufacturer's instructions.

2.4 SEALANT

- A. Windows: Sika MasterSeal NP-1, color to match brick or mortar. Sanded joints may be required, depending on judgement of Restoration Coordinator.
- B. Chimney Crown Sealant: Crownseal Trowable Sealant by Saver Systems, 800 S 7th Stree, Richmond, IN 47374. 800-935-4999

2.5 REPOINTING MASONRY

- A. Rake out and repoint joints to the following extent:
 1. All joints in areas indicated.
 2. Joints where mortar is missing or where they contain holes.
 3. Cracked joints where cracks are 1/16 inch or more in width and of any depth.
 4. Joints where they sound hollow when tapped by metal object.
 5. Joints where they have been filled with substances other than mortar.
 6. Sealant-filled joints.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
 1. Remove mortar from joints to depth of joint width plus 1/8 inch, but not less than 1/2 inch (13 mm) or not less than that required to expose sound, unweathered mortar.
 2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
 3. Do not spall edges of masonry units or widen joints. Replace or patch damaged masonry units as directed by Architect.
 - a. Cut out mortar by hand with chisel and resilient mallet. Do not use power-operated grinders without Architect's written approval based on approved quality-control program.

- b. Contact with bricks above and below when removing head joint mortar (overcutting) is unacceptable.
- D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
 - 1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
 - 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch (9 mm) until a uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
 - 3. After low areas have been filled to same depth as remaining joints, point all joints by placing mortar in layers not greater than 3/8 inch (9 mm). Fully compact each layer and allow to become thumbprint hard before applying next layer.
 - 4. Mortar joints on repointing work to be flush. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.
 - 5. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
 - 6. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours including weekends and holidays.
 - a. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.
 - b. Adjust curing methods to ensure that pointing mortar is damp throughout its depth without eroding surface mortar.
 - 7. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

2.6 INITIAL CLEANING

- A. Clean all masonry prior to pointing work to remove dirt, staining, and organic growth. Use Prosoco Sure Klean Light Duty Restoration Cleaner and low pressure power washing. Clean vertical slate on roof gables.

2.7 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure (100 psi to 300 psi).
 - 1. Do not use metal scrapers or brushes.

2. Do not use acidic or alkaline cleaners.
- B. Wash adjacent woodwork and other non-masonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Sweep and rake adjacent pavement and grounds to remove mortar and debris. Where necessary, pressure wash pavement surfaces to remove mortar, dust, dirt, and stains.

PART 3 – EXECUTION

3.1 PROTECTION

- E. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from stone restoration work.
 1. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of restoration and cleaning work.
- F. Prevent mortar from staining face of surrounding stone and other surfaces.
 1. Cover sills, ledges, and projections to protect from mortar droppings.
 2. Keep wall area wet below rebuilding and pointing work to discourage mortar from adhering.
 3. Immediately remove mortar in contact with exposed stone and other surfaces. Clean mortar splatters from scaffolding at end of each day.

END OF SECTION

SECTION 06 10 53 ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Related work specified elsewhere:
 - 1. Section 06 20 13 Finish Carpentry
- C. Description of Work:
 - 1. Framing and blocking per drawings.

1.3 SUBMITTALS

- A. Provide manufacturer's standard nail patterns and list of nail sizes required for the Architect's pattern selection.

1.4 PROJECT CONDITIONS

- A. Coordination
 - 1. Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location for furring, nailers, blocking, grounds and similar supports to allow proper attachment of other work.

1.5 PRODUCT HANDLING

- A. Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and provide air circulation within stacks.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Plywood:
 - 1. Trademark: Identify each plywood panel with appropriate APA trademark.
 - 2. Concealed performance rated plywood: Where plywood panels will be used for concealed types of applications, provide APA performance rated panels complying with requirements indicated for grade designation span rating, exposure durability classification, edge detail (where applicable) and thickness.
- B. Lumber

1. Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, and for moisture content specified for each use.
 2. Provide dressed lumber S4S, unless otherwise indicated.
 3. Provide kiln-dried lumber with 15% maximum moisture content at time of dressing.
- C. Miscellaneous materials:
1. Fasteners and anchorages: Provide size, type of material and finish as indicated and as recommended by applicable standards, complying with applicable Federal specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General
1. Discard material with defects which might impair the quality of work.
 2. Set carpentry work accurately to required levels and lines, with members plumb, true, accurately cut and fit.
 3. Coordinate all work with other trades, provide blocking, nailers, anchors and moisture barriers as may be required.
 4. Particular attention shall be given to the execution of details as shown on the Drawings.

3.2 CLEAN-UP

- A. Keep areas as clean and neat as practical during the course of the work. Clean up completely at the end of each work day.
- B. Remove all debris and rubbish on a daily basis.

END OF SECTION

SECTION 06 20 13 FINISH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Bidding Requirements, Contract Conditions, and Division 1 Specifications Sections in their entirety apply to this Section.
- B. Related work specified elsewhere
 - 1. 09 91 00 Painting

1.2 SUMMARY

- A. Section includes, but is not limited to, new and restoration carpentry consisting of:
 - 1. Replacement of rotted or damaged wood siding and trim
 - 2. Repair of rotted or damaged wood trim.
 - 3. Removal and reinstallation of wood siding and trim to allow for replacement of flashings.
 - 4. Filling of holes and other cosmetic defects prior to painting.

1.3 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- B. Millwork Fabricator Qualifications: A firm specializing in the fabrication of millwork with a satisfactory record of performance on project of comparable size and quality. Fabricator shall be acceptable to Architect.
- C. Installation: Performed only by experience skilled finish carpenters.

1.4 SUBMITTALS

- A. Provide manufacturer's product data for all materials (with particular attention to wood consolidants and fillers).
- B. Qualification Data: For Installer and fabricator
- C. Submit samples of hardwood lumber and paneling, showing species, grade, profile, and cut proposed for the work.
- D. Submit samples of 1x material to be used for replacements.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protect finish carpentry and millwork materials during delivery, storage and handling to prevent damage, soiling and deterioration.
- B. Do not deliver finish carpentry and millwork materials until concrete, masonry and other similar wet work has been completed and is thoroughly dry, outside door openings are permanently watertight, exterior windows are glazed and, in case of temperature dropping below 60°F., until temporary heating and ventilating systems are in operation.
- C. Store materials in dry well-ventilated spaces with constant minimum temperature of 60°F., and maximum relative humidity of 55%.

1.6 JOB CONDITIONS

- A. Conditioning:
Condition architectural woodwork by placing materials in conditioned space at least 5 five days prior to start of installation.
Open sealed packages of architectural woodwork to permit natural adjustment of moisture content and allow architectural woodwork to acclimate to room conditions.
- D. Field Measurements:
Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. General: Provide materials that comply with requirements of AWI's quality standard for each type of woodwork and quality grade specified, unless otherwise indicated. When replacing, scarfing, or patching wood, match existing wood profile and size.
- B. Wood consolidant and replacement compound:
 - 1. ABATRON, INC., 5501 95th Avenue, Kenosha, WI 53144. Tel: (262) 653-2000, Fax: (262) 653-2019, Orders: 800-445-1754. www.abatron.com.
 - 2. Material Application for Wood consolidant and replacement compound:
 - a. Wood Consolidant: LiquidWood
 - b. Wood Replacement Compound/structural adhesive putty: WoodEpoxy

2.2 LUMBER, GENERAL

- A. Miscellaneous Lumber:
 - 1. Provide wood for support or attachment of other work including bucks, nailers, blocking, furring, grounds, stripping and similar members. Provide lumber of sizes shown or specified, worked into shapes shown, and as follows:

- a. Moisture content: 15% maximum for lumber items not specified to receive wood preservative treatment.
- b. Grade: Construction grade light framing size lumber, any species as required.
- B. Replacement
 - 1. For existing running trim, windows, doors, thresholds, and other woodwork to be repaired, test and match existing wood in profile and size exactly.
 - 2. Replacement wood shall be Accoya.

2.3 MISCELLANEOUS MATERIALS

- A. Fasteners and anchorages: Provide size, type of material and finish as indicated and as recommended by Accoya manufacturer, applicable standards, complying with applicable Federal specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices.
- B. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content
- C. Adhesives, General: Do not use adhesives that contain urea formaldehyde.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Before installation, condition woodwork to average prevailing humidity conditions in installation areas.
- B. Discard units of new material with defects which might impair quality of work, and units which are too small to fabricate work with minimum joint arrangement.
- C. Use stainless steel nails, except in areas not exposed to the outside or that will receive finish materials.
- D. Select fasteners of size that will not penetrate members where opposite side will be exposed to view. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.
- E. Install repairs to match existing adjacent work.
- F. Fill gaps, if any, between top of base and wall with sealant, sand smooth, and finish same as wood base if finished.

- G. Install standing and running trim with no more variation from a straight line than 1/8inch in 96 inches.

3.2 CLEAN-UP

- A. Keep areas as neat and clean as possible during the course of the work.
- B. Clean up completely at the end of each work day.

END OF SECTION

SECTION 07 31 29 WOOD SHINGLES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. "Instructions to Bidders," "AIA Document A105-2007 Standard Form of Agreement Between Owner and Contractor for Residential or Small Commercial Project" and "Supplementary Conditions" in their entirety are a part of this Section.

1.2 DESCRIPTION

- A. Related work specified elsewhere:
 - 1. Div. 2, Section 02 41 00 Demolition
 - 2. Div. 7, Section 07 62 00 Sheet Metal Flashing and Trim
- B. Description of work:
 - 1. Provide wood shingle roofing on building as shown on drawings, complete with all necessary accessories.

1.3 QUALITY ASSURANCE

- A. Basis of specifications
 - 1. Cedar shingles: 18" long, premium grade, 100% heartwood, clear and edge grain pressure-treated shingles with Number 1 Blue Label.
 - 2. Roof preservatives:
 - a. Factory applied Chromated Copper Arsenate (CCA) preservative treatment against mildew and fungal decay, with minimum 30-Year Limited Warranty.

1.4 QUALITY CONTROL

- A. Installer shall have applied similar wood shingle roofing systems on two (2) or more projects which have been completed for at least five (5) years.

1.5 SUBMITTALS

- A. Submit evidence of roofing manufacturer's acceptance of roof installer prior to Contract award.
- B. Submit verifiable evidence of roof installer experience.
- C. Submit evidences of experience and manufacturer's acceptance and receive Architect's approvals prior to any demolition.

- D. Submit shop drawings and product information prior to ordering, fabrication, delivery or installation of the products.

1.6 JOB CONDITIONS

- A. Environmental requirements:
 - 1. Install shingles over dry substrate only. Do not install wood shingles in rain or snow, and do not install wet or moist shingles.

PART 2 – PRODUCTS

2.1 PRODUCT HANDLING, DELIVERY AND STORAGE

- A. Deliver materials in manufacturer's original, unopened bundles with labels intact and legible.
- B. Deliver materials in sufficient quantity to allow continuity of work.
- C. Handle material so as to prevent damage to edges or ends.
- D. Select and operate material handling equipment so as not to damage existing construction.
- E. Store materials on clean raised platforms with weather protective covering when stored outdoors. Ventilate and keep dry.
- F. Provide continuous protection of materials against wetting and moisture absorption.

2.2 GUARANTEE

- A. Prior to Owner's acceptance of work, furnish, on the Contractor's letterhead, Contractor's written guarantee to provide promptly and timely repairs to ensure a watertight roof for not less than two (2) years. The guarantee shall:
 - 1. Exclude repairs necessary due to ordinary wear and tear by the elements or defects due to faulty materials.
 - 2. State the Contractor shall timely make repairs at no expense to Owner.
 - 3. Provide that this guarantee is in addition to manufacturer's warranty.

2.3 PRODUCTS

- A. Materials for wood shingle
 - 1. No. 1 Blue Label CertiLast, Sawn Red Cedar Shingles, 18" long by 5-2,1/4" butt thickness, premium grade, 100% heartwood, clear and edge grain, as certified

- by the Cedar Shake and Shingle Bureau (www.cedarbureau.org).
2. Fasteners: Must be 316 Stainless steel ring shank nails of a size per manufacturer's specifications
- B. Roof Treatment and Preservative
1. Factory treated with CCA.
- C. Roof Underlayment
1. Cedar Breather: Benjamin Obdyke Incorp.
 2. Ice and Water Shield: WR Grace Ice and Water Shield (No substitutions allowed)
- D. Zinc Strip
1. Shingle shield zinc strip, Chicago Metallic, (800) 323-7164

PART 3 – EXECUTION

3.1 EXECUTION

- A. Inspection:
1. Deck surfaces: smooth, dry, free of loose materials. Lift underlayment at eaves and inspect wood sheathing for signs of deterioration.
 2. Existing roll roofing: after removal of existing wood roof, inspect roll roofing for deterioration, buckling, and adequate coverage.
- B. Installation:
1. Install shake roof in strict accordance with the "Certigrade Handbook of Red Cedar Shingles".
 2. Install ice and water shield per manufacturer's instructions throughout entire deck.
 3. Install Cedar Breather Ventilating Underlayment per manufacturer's directions.
 4. All shingle hips and ridges shall be of alternate overlap type applied at the same exposure as field of roof and with nails long enough to penetrate into sheathing at least ½".
 5. Secure each shingle with (2) stainless steel threaded shank nails. Nail sizes as required by manufacturer's recommendations and field conditions. Staples are not permitted. Penetrate roof sheathing min. ½".
 6. Wrap plumbing vent with lead.
 7. Inspect each shake for parallel sides and trim to within 1/8" off parallel.
 8. Install triple thick starting course of shakes with a minimum of 1 ½" projection beyond deck. Use undercoursing grade shakes for the underlying starter courses.
 9. Weather exposure to be five (5) inches.
 10. Width of shingles shall be random between 4 ½ and 6 inches.
 11. Install shingles with 1/4" to 3/8" spacing between shingles.
 12. Stagger all joints, minimum 1 ½".

3.2 CLEAN-UP

- A. Keep work areas as neat and clean as possible during the course of the work. Clean-up completely at the end of each day.
- B. Remove all packing, crating, debris, etc. in compliance with Cleaning and Waste Management Procedures described in Division 01 of this Manual.
- C. Repair all vehicle tracks and damage to road or grass area to the satisfaction of the Architect.

END OF SECTION

SECTION 07 62 00 SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. "Notice to Bidders", "Instructions to Bidders," "Standard Form of Agreement Between Owner and Contractor for Small Commercial Projects" and "Supplemental Conditions" in their entirety are a part of this Section.

1.2 DESCRIPTION

- A. Related work specified elsewhere
 - 1. Div. 2, Section 02 40 00 Demolition
 - 2. Div. 7, Section 07 31 29 Wood Shingle Roof
- B. Description of work
 - 1. Provide metal flashing and counter flashing as shown on drawings and described in the Specifications.
 - 2. Provide all other incidental sheet metal work necessary to complete the work.

1.3 SUBMITTALS

- A. Shop Drawings
 - 1. Submit flashing details for Architect's approval prior to fabrication.
 - 2. Submit two (2) samples of sheet metal.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver all materials to be installed under other Sections.
- B. Deliver materials to job site in time to be built in the proper sequence and timing of the Work.
- C. Store material above ground on skids or platforms and protect from weather and condensation.
- D. Small items shall be kept in enclosed space, weather tight and dry.
- E. Provide packaged materials in their original unbroken package or container.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Flashing and counterflashing, as indicated on drawings
 - 1. Slate Roof – Lead-coated copper, 16 oz. standard sheet. Paint to match existing.
 - 2. Asphalt shingle roof – Painted aluminum, 22 gauge. Paint to match existing.

2.2 FABRICATION

- A. Fabricate items in strict accordance with the Contract Documents, SMACNA Standards, and as required by field conditions.
- B. When applicable fabricate cleats and starter strips of same material as sheet, interlocable with sheet.
- C. Form pieces in longest practical lengths. Fabricate corners from one piece with minimum 18" long legs or as long as practical for a specific location; seam for rigidity, seal with sealant.
- D. Hem exposed edges on underside ½"; miter and seam corners.
- E. Connections: Manufacturer's standard connection and as detailed.
- F. Provide expansion joints as recommended by the Architectural Sheet Metal Manual.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Inspect all surfaces and conditions before starting work. Starting work is construed as acceptance of existing conditions.
- B. To the extent possible, provide surfaces to which sheet metal is to be applied that is even, smooth, sound, thoroughly clean and dry and free from projecting nail heads or other defects that would affect the application.
- C. Provide miscellaneous sheet metal accessories or other items essential to the completeness of the sheet metal installation, even though not specifically shown or specified.
- D. Provide sheet metal work shall be completely weatherproof and secure against leaks and weather damage through severe temperatures and weather conditions. Seams shall overlap in the direction of weather flow.

- E. Sheet metal work exposed to view from any point around or within the building shall, in addition to the weatherproofing requirements specified above, so as to present a finished appearance which is neat, uniform, and possessing appearance characteristics of good architectural sheet metal work. Conceal fastening where possible. Where exposure is permitted, fastening shall be neat, symmetrically spaced and of best possible appearance.
- F. Make provision for expansion and contraction of sheet metal, with joints made waterproof and compatible with the function and appearance of the sheet metal item. Expansion joints shall accommodate movement to eliminate excessive stress and deformation. Use SMACNA Manual as a guide.
- G. Provide protective coating, and/or treatment which will permanently isolate the materials and prevent adverse reaction, where sheet metal members are in contact with dissimilar metals and other materials which may cause galvanic corrosion.

3.2 INSTALLATION

- A. Install all items in strict accordance with manufacturer's written instructions, SMACNA Standards and as detailed.
- B. Install all items as indicated in the Contract Documents.
- C. Contractor to size nails and other fasteners so that they do not fully penetrate roof sheathing. Nail points must not be visible from inside attic space.

3.3 ADJUST AND CLEAN

- A. Adjust, clean and remove all debris immediately after installation.

END OF SECTION

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SECTION 07 71 23 GUTTERS AND DOWNSPOUTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. "Instructions to Bidders," "Form of Agreement Between Owner and Contractor," "General Conditions" and "Supplemental General Conditions" in their entirety are a part of this Section.

1.2 DESCRIPTION

- A. Related work specified elsewhere
 - 1. Div. 2, Section 02 40 00 Demolition
 - 2. Div. 7, Section 07 31 29 Wood Shingle Roofing
 - 3. Div. 7, Section 07 62 00 Sheet Metal Flashing and Trim
 - 4. Div. 9, Section 09 90 00 Painting
- B. Description of work
 - 1. Provide new gutters and downspouts as shown on drawings and described in the Specifications.
 - 2. Provide all other incidental accessories necessary to complete the work.

1.3 SUBMITTALS

- A. Shop Drawings
 - 1. Submit product cut sheets and details for Architect's approval prior to fabrication.
 - 2. Submit two (2) samples of gutter and downspout profiles, hangers, downspout brackets, and other major components.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver all materials to be installed under other Sections.
- B. Deliver materials to job site in time to be built in.
- C. Store material above ground on skids or platforms and protect from weather and condensation.
- D. Small items shall be kept in enclosed space, weather tight and dry.

- E. Packaged materials shall be in their original unbroken package or container.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Gutters and downspouts:
 - 1. Dunbar House: Berger 5” K-style gutters (.27 gauge) and 3” round smooth downspouts (.19 gauge) in painted aluminum. Field brush paint to match painting schedule
 - 2. Cole/Mundhee Houses: Classic Gutter Systems 5” half-round. Flat end caps and 3” (.19 gauge) corrugated round downspouts in painted aluminum. Field brush to match painting schedule.
- B. Fasteners: Same metal as flashing/sheet metal or other non-corrosive metal as recommended by manufacturer.
- C. Gutter Hangers:
 - 1. Dunbar: 40 Fascia Hanger with Snap Strip
 - 2. Cole/Mundhee: Classic’s Flat Plain Cast

2.2 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate cleats and starter strips of same material as sheet, interlockable with sheet.
- C. Form pieces in longest practical lengths.
- D. Hem exposed edges on underside ¼”; miter and seam corners.
- E. Form material with flat lock seam.
- F. Assemble with pop rivets in concealed locations and much as possible. Do not use sheet metal screws.
- G. Fabricate corners from one piece with minimum 18" long legs; seam for rigidity, seal with sealant.
- H. Fabricate vertical faces with bottom edge formed outward ¼" and hemmed to form drip.

- I. Provide expansion joints as recommended by the Architectural Sheet Metal Manual. Fabricate items in strict accordance with the Contract Documents and SMACNA Standards.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Inspect all surfaces and conditions before starting work. Starting work is construed as acceptance of existing conditions.
- B. Surfaces to which sheet metal is to be applied shall be even, smooth, sound, thoroughly clean and dry and free from projecting nail heads or other defects that would affect the application.
- C. Provide miscellaneous sheet metal accessories or other items essential to the completeness of the sheet metal installation, even though not specifically shown or specified.
- D. Sheet metal work shall be completely weatherproof and secure against leaks and weather damage through severe temperatures and weather conditions. Seams shall overlap in the direction of weather flow.
- E. Sheet metal work exposed to view from any point around or within the building shall, in addition to the weatherproofing requirements specified above, be provided so as to present a finished appearance which is neat, uniform, and possessing appearance characteristics of good architectural sheet metal work. Conceal fastening where possible. Where exposure is permitted, fastening shall be neat, symmetrically spaced and of best possible appearance.
- F. Make provision for expansion and contraction of sheet metal, with joints made waterproof and compatible with the function and appearance of the sheet metal item. Expansion joints shall accommodate movement to eliminate excessive stress and deformation. Use SMACNA Manual as a guide.
- G. Provide protective coating, and/or treatment which will permanently isolate the materials and prevent adverse reaction, where sheet metal members are in contact with dissimilar metals and other materials which may cause galvanic corrosion.

3.2 INSTALLATION

- A. Install all items in strict accordance with manufacturer's written instructions, and SMACNA Standards.
- B. Install all items as indicated in the Contract Documents.

3.3 ADJUST AND CLEAN

- A. Adjust, clean and remove all debris immediately after installation.

END OF SECTION

SECTION 09 91 00 PAINTING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Bidding Requirements, Contract Conditions, and Division 1 Specifications Sections in their entirety apply to this Section.

1.2 SUMMARY

- A. The painting work includes but not limited to, the following:
 - 1. Surface prep, prime, and paint all wood trim, casings, panels, doors, windows, sashes, shelving, mantels, and other interior wood surfaces.
 - 2. Paint repaired interior plaster walls and ceilings per drawings.
 - 3. Shutter painting by Owner. Removal and re-installation after painting by Contractor.

1.3 QUALITY ASSURANCE

- A. Single source responsibility:
 - 1. Provide primers and other undercoat paint produced by the same manufacturer as finish coats.
 - 2. Use only thinners approved by paint manufacturer, and use only within recommended limits.
 - 3. Apply materials in accordance with Manufacturer's printed instructions.
- B. Coordination of Work:
 - 1. Contractor to coordinate paint removal, wood repairs, and drying methods.

1.4 SUBMITTALS

- A. Product data
 - 1. Submit manufacturer's technical information and application instructions for each material proposed for use.
- B. Samples
 - 1. Prior to ordering painting materials, Contractor to furnish manufacturer's color chips for color selection by Architect.
 - 2. When preparing samples for review, submit samples for Architect's review of color, texture and quality.
 - 3. Provide a listing of material and application for each coat of each finish sample
 - 4. Simulate finished lighting conditions for review of in-place work.
 - 5. Provide two identical 3' 0" x 6" x ¾" smooth planed wood samples, providing segments that clearly indicate the layering of each coating application, i.e. primer, second and third coat, as required to simulate actual conditions.

- a. Resubmit samples as requested by Architect until acceptable sheen, color and texture is achieved.

1.5 DELIVERY AND STORAGE

- A. Deliver materials to job site in new and unopened packages and containers bearing manufacturer's name, label date of manufacture and batch number.
- B. Store materials not in actual use in tightly covered containers. Maintain used containers of paint in a clean condition, free of foreign materials and residue.
 - 1. Protect materials from freezing.
 - 2. Keep storage area neat and orderly. Remove oily rags and waste daily.
 - 3. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

1.6 JOB CONDITIONS

- A. Apply caulks, primers, paints, etc. only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F (0 degrees C) and 95 degrees F (35 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.
- B. Apply coatings in strict accordance with the manufacturers' written instructions,

PART 2 – MATERIALS

2.1 MANUFACTURER

- A. Specification is based on Sherwin-Williams Company's Products. Substitution Manufacturer must be approved by the Architect before award of Contract.
- B. Acceptable (Wood Paint) Manufacturers:
 - 1. Benjamin Moore
 - 2. Glidden Coatings
 - 3. Pratt & Lambert Inc.

2.2 MATERIALS

- A. Material quality:
 - 1. Provide the best quality grade of various types of coatings by acceptable paint materials manufacturers.
 - a. Materials not displaying manufacturer's identification as required will not be acceptable.

- B. Accessory materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.
 - 1. Thinners, when necessary, shall only be those as recommended by the manufacturer of the paints being thinned.

- C. All materials used in the work shall be the first line product of the manufacturer specified. Materials not displaying manufacturer’s identification as a standard first line product will not be acceptable. A list of such products, including brand names and numbers, shall be submitted to the Architect before commencing work.
 - 1. Equal products shall contain not less than an equal percentage of solids by volume content of products specified.
 - 2. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated Pigments shall be applicable types to suit substrates and service indicated. Provide pigments fully ground, maintaining a soft paste consistency in the vehicle during storage, readily and uniformly dispersed by paddle to a completely homogeneous mixture ready for use.
 - 3. Each primer shall be of a suitable type for the surface, compatible with the specified finish paint and recommended by the manufacturer of the finish coat.
 - 4. Provide intermediate coat products compatible with finish coat and as produced by manufacturer of the finish coat.
 - 5. Provide ready-mixed paint, except for field catalyzed coatings. Job mixing and tinting is not acceptable.
 - 6. No other paints shall be brought to job. No dryers shall be added at the job.

- D. Material Application - Exterior
 - 1. Coating System. Wood Trim, Doors, and Windows:
 - a. Primer: Zinser Oil Based Primer
 - b. First Coat: Duration Exterior Latex colors per finish schedule
 - c. Second Coat: Duration Exterior Latex colors per finish schedule
 - d. Application:
 - 1) Primer: brush or spray and back-brush. Sand smooth after drying
 - 2) First coat: brush or spray and back brush
 - 3) Second and third coat (if necessary): brush or spray and back-brush
 - 2. Coating System. Plaster Walls & Ceilings:
 - a. Primer: Sherwin Williams Premium Wall and Wood Primer
 - b. First and Second Coat: Duration Interior Latex, finish and color by finish schedule

3. Application method: Siding
 - a. First coat: brush, using continuous horizontal stroke in direction specified in field by Architect.
 - b. Second and third coat (if necessary): brush, using continuous in direction specified in field by Architect
4. Drying time:
 - a. Recoat as recommended by manufacturer.
 - b. Lightly sand between coatings.

F. Caulking: Sherwin Williams 950A Siliconized Acrylic Latex Caulk

H. Material quality:

1. Provide the best quality grade of various types of coatings by acceptable paint materials manufacturers.
 2. Materials not displaying manufacturer's identification as required will not be acceptable.
- I. Upon completion of job, remove all paint spots, touch-up and restore all damaged finishes, and remove and dispose of accumulated trash and debris.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Do not start work on unsatisfactory substrates. Starting of work shall be construed as acceptance of surfaces and conditions within any particular area.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

3.2 MATERIALS PREPARATION

1. Mix and prepare painting materials in accordance with manufacturer's instructions.
2. Maintain containers used in mixing of paint in a clean condition, free of foreign materials and residue.
3. Stir materials before application to produce a mixture of uniform density, and stir as required during application.
4. Do not stir surface film into material. Remove film and strain material before using.

3.3 APPLICATION

- A. General:

1. Apply paint in accordance with manufacturer’s directions. Use applicators and techniques best suited for substrate and type of material being applied.
 2. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance.
 3. Give special attention to insure that surfaces such as edges, corners, crevices, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 4. Sand lightly between each succeeding coat.
 5. Window panes to be cut in with crisp, professional lines and clean, 90 degree corners. After all painting is completed, clean glass free of drips, spatter, dirt, etc.
- B. Scheduling painting:
1. Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
 2. Allow sufficient time between successive coatings to permit proper drying.
 3. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- C. Minimum coating thickness:
1. Apply each material at a spreading rate to establish the wet film and dry film thicknesses as recommended by the coating manufacturer.
- D. Prime coats:
1. Apply prime coats of material which is required to be painted or finished and which have not been prime coated by others.
 2. Recoat primed and sealed surfaces where there are suction spots or unsealed areas in first coat to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- E. Pigmented (opaque) finishes:
1. Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage.
 2. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.

3.4 CLEAN-UP AND PROTECTION

- A. Clean-up:
1. During process of work, remove from site discarded paint materials, rubbish, cans and rags at the end of each work day.
 2. Maintain work area as neat and orderly as possible.

B. Protection:

1. Protect work of other trades whether to be painted or not, against damage by painting and finishing work.
2. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
3. Provide “Wet Paint” signs as required to protect newly painted finishes. Remove temporary protection wrappings provided by others of their work after completion of painting operations.
4. At completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces

3.5 PAINT COLOR SCHEDULE

- A. Paint Color Schedule – contractor must coordinate with restoration coordinator for exact color locations before painting.

Tag	Paint Color, Type and Reflectance	Location Description
PT-1	TBD, Semi-Gloss	Dunbar Trim, Shutters, Windows
PT-2	TBD, Satin	Cole Siding
PT-3	TBD, Satin	Cole Trim, Windows
PT-4	TBD, Satin	Mundhee Siding
PT-5	TBD, Satin	Mundhee Trim, Windows
PT-6	TBD, Semi-Gloss	Dunbar Ironwork

END OF SECTION

SECTION 31 01 01 SITE RESTORATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Bidding Requirements, Contract Conditions, and Division 1 Specification Sections in their entirety apply to this Section.

1.2 DESCRIPTION OF WORK

- A. This work shall consist of rough-grading, placing and leveling topsoil materials to the grades and lines specified on the plans, and planting grass seed.
- B. Related work specified elsewhere:
 - 1. 01 35 92 Special Procedures Archaeological

1.3 QUALITY ASSURANCE

- A. Provide prepackaged seed readily available to the public with quality and purity equal to product of O.M. Scotts and Son, Marysville, OH 43041. On-the-job or made-to-order mixes will not be accepted.

1.4 DELIVERY STORAGE AND HANDLING

- A. Deliver fertilizer in manufacturer's standard size bags or cartons showing weight, analysis, and the name of the manufacturer. Store as approved by Director's Representative.
- B. Store all seed at the site in a cool dry place as approved by the Director's Representative. Replace any seed damaged during storage.

1.5 SCHEDULING

- A. Time For Seeding: Sow grass seed between April 1 and May 15th or between August 15th and October 15th, except as otherwise approved in writing by the Architect.

PART 2 PRODUCTS

2.1 TOPSOIL

- A. Source: Provide topsoil from existing stockpiles stripped from the project site and approved by the Architect.
- B. Provide topsoil conforming to the following:
 - 1. Original loam topsoil, well drained homogeneous texture and of uniform grade, without the admixture of subsoil material and entirely

- free of dense material, hardpan, sod, or any other objectionable foreign material.
- 2. Containing not less than 4 percent nor more than 20 percent organic matter in that portion of a sample passing a 1/4 inch sieve when determined by the wet combustion method on a sample dried at 105 degrees C.
- 3. Containing a Ph value within the range of 4.5 to 7 on that portion of the sample that passes a 1/4 inch sieve.
- 4. Containing the following gradations:

SIEVE DESIGNATION	PERCENT PASSING
1 inch	100
1/4 inch	97 - 100
No. 200	20 - 65 (of the 1/4 inch sieve)

2.2 FERTILIZER

- A. Fertilizer: Mixed commercial fertilizers shall contain total nitrogen, available phosphoric acid and soluble potash in the ratio of 10-6-4 (50% N/UF). 50% of total nitrogen shall be derived from ureaform furnishing a minimum of 3.5% water insoluble nitrogen (3.5% WIN). The balance of the nitrogen shall be present as methylene urea, water-soluble urea, nitrate and ammoniacal compounds.

2.3 SEED

- A. Furnish fresh, clean, new-crop seed mixed in the proportions specified for species and variety, and conforming to Federal and State Standards.
- B. Acceptable material in a seed mixture other than pure live seed consists of nonviable seed, chaff, hulls, live seed of crop plants and inert matter. The percentage of weed seed shall not exceed 0.1 percent by weight.
- C. All seed will be rejected if the label indicates any noxious weed seeds.
- D. Provide seed mixture equal to Scotts Pure Premium Sun and Shade North Grass Seed Mixture, comprised of the following:

SEED MIXTURE			
AMOUNT BY WEIGHT IN MIXTURE	SPECIES OR VARIETY *	PERCENTAGE	
		PURITY	GERMINATION
30 PERCENT	FENWAY RED FESCUE	97 PERCENT	80 PERCENT
30 PERCENT	ABBAY KENTUCKY BLUEGRASS BLEND	95 PERCENT	80 PERCENT
20 PERCENT	DEVINE PERENNIAL RYE	98 PERCENT	85 PERCENT
20 PERCENT	ENCHANTED PERENNIAL RYE	98 PERCENT	85 PERCENT
100 PERCENT			

*Variety may be altered depending on availability of seed from manufacturer.

2.4 MULCH

- A. Dry Application, Straw: Stalks of oats, wheat, rye or other approved crops that are free of noxious weed seeds. Weight shall be based on a 15 percent moisture content.

PART 3 EXECUTION

3.1 GRADING

- A. Rough Grading: Trim and grade lawn areas within the Contract Limit to a level of 4 inches below the finish grades indicated unless otherwise specified herein or where greater depths are indicated. Provide smooth uniform transition to adjacent areas.
- B. Finish Grading: Finish surfaces free from irregular surface changes, and as follows:
 - 1. Grassed Areas: Finish areas to receive topsoil to within 1 inch above or below the required subgrade surface elevations.

3.2 SPREADING TOPSOIL

- A. Perform topsoil spreading operations only during dry weather.
- B. To insure a proper bond with the topsoil, harrow or otherwise loosen the subgrade to a depth of 3 inches before spreading topsoil.
- C. Spread topsoil directly upon prepared subgrade to a minimum depth measuring 4 inches after natural settlement in areas to be seeded. Slope grade away from building, at minimum 1/8" per linear foot slope. Smooth out unsightly variations, bumps, ridges, and depressions that will hold water. Remove stones, litter, or other objectionable material. Finished surfaces shall conform to the contour lines and elevations indicated on the drawings or fixed by the Architect.

3.3 PREPARATION FOR SEEDING

- A. Seed Bed: Scarify soil to a depth of 2 inches in compacted areas. Smooth out unsightly variations, bumps, ridges, and depressions that will hold water. Remove stones, litter, or other objectionable material.

3.4 FERTILIZING

- A. Apply 10-6-4 fertilizer evenly at the rate of 40 pounds per 1000 sq ft .

3.5 SEEDING

- A. Assume all risks when seed is sowed before approval of seed analysis.
- B. Do not seed when the wind velocity exceeds 5 miles per hour.
- C. Application Rate: 8 pounds per 1000 sq ft.
- D. Dry Application: Sow seed evenly by hand or seed spreader on dry or moderately dry soil.

3.6 MULCHING

- A. Dry Application: Within 3 days after seeding, cover the seeded areas with a uniform blanket of straw mulch at the rate of 50 pounds per 1000 sq ft of seeded area.

3.7 LAWN ESTABLISHMENT

- A. Maintain the grass at heights between 2-1/2 inches and 3-1/2 inches and include a minimum of 2 mowings.
- B. Water and protect all seeded areas until final acceptance of the lawn.

3.8 FINAL ACCEPTANCE

- A. Final acceptance of seeded areas will be granted when a uniform stand of acceptable grass is obtained, with a minimum of 95 percent coverage. Portions of the seeded areas may be accepted at various times at the discretion of the Architect.
- B. Unacceptable seeded areas, dry application: Reseed as specified and fertilized at one-half the specified rate.
- C. Once accepted, the Owner will assume all maintenance responsibilities.

END OF SECTION

SECTION 32 92 19 SEEDING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide seeded lawns as shown including any disturbed areas. Work includes:
 - 1. Soil preparation
 - 2. Soil amendments
 - 3. Maintenance
 - 4. Protection stakes and roping.

1.2 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified turfgrass Installer whose work has resulted in successful turf grass establishment.
- B. Professional Membership: Installer shall be a member in good standing of one of the following: The Professional Landcare Network, the State or National Nursery and Landscape Association, or the State Turfgrass Foundation.
- C. Experience: Five years' experience in turf seeding installation.
- D. Installer's Field Supervision: Installer to maintain an experienced full-time supervisor on project site when work is in progress.
- E. Maintenance Proximity: Not more than two hour's normal travel time from Installer's place of business to project site.
- F. Pesticide Applicator: State commercial licensed.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to this Project.
 - 2. Certification of Grass Seed: From seed vendor for each grass-seed mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 3. Supply National Turfgrass Evaluation Program (NTEP) data for each species to be used.
 - a. Qualification Data: For qualified turf and grass Installer.
 - b. Product Certificates: For fertilizers from manufacturer.
 - c. Material Test Reports: For standardized ASTM D 5268 topsoil.

1.4 PROJECT CONDITIONS

- A. Perform seeding work only after planting and other work affecting ground surface has

been completed.

- B. Provide hose and lawn watering equipment as required.
- C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.
- D. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Ohio Historical Connection's operations and others in proximity to the Work. Notify Ohio Historical Connection before each application is performed.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver seed and fertilizer materials in original unopened packages or containers, showing weight, certified analysis, and name, telephone and address of manufacturer, and indication of conformance with state and federal laws as applicable. Store in a manner to prevent wetting and deterioration.
- B. Store materials at site in an orderly manner at location acceptable to the Architect.
- C. Bulk materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas and planting beds.
 - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

1.6 MAINTENANCE SERVICE

- A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of seeding Installer. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:
 - 1. Seeded Turf: 60 days from date of Substantial Completion.
 - 2. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

1.7 WARRANTY

- A. Provide a uniform stand of grass by watering, mowing, and maintaining seeded areas until final acceptance. Reseed areas, with specified materials, which fail to provide a uniform stand of grass until all affected areas are acceptable to the Architect.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. Lawn (grass) seed: Fresh, clean, and new crop seed mixture complying with AOSA’s “Journal of Seed Technology: Rules for Testing Seeds” for purity and germination tolerances. Each seed type certified.
 - 1. Mixed by an approved method.
 - 2. Composed of improved varieties of local seed types suitable for job specific solar exposure, wear ability and disease resistant. Mix to approved proportions by weight and tested to maximum percentages of purity and germination. Seed to be free of noxious weed and other locally unacceptable grass seed types.
 - 3. Test for germination made within preceding six months. Not to exceed 0.25% weed seed. Seeding rates shall be determined by the percent pure live seed, where $PLS = \% \text{ pure seed} \times \% \text{ germination} \times 100$.
- B. Blends:
 - 1. Seed mixtures noted on the planting plan.
- C. Fertilizer:
 - 1. Granular or pelletized, guaranteed analysis professional fertilizer composed of non-burning products composed of not less than 50% organic slow acting water-insoluble nitrogen, phosphorous, and potassium.
 - a. Composition: 1 part nitrogen, 2 parts phosphorous, and 1 part potassium (NPK 1:2:1) or similar approved composition generally accepted by local nursery trade.
- D. Mulch: Green dyed wood cellulose or wood fiber mulch such as Conwed Hydromulch, Weyerhaeuser Silva-Fiber or clean fresh straw if acceptable to Ohio Historical Connection.
- E. Water: Free of substance harmful to seed growth. Hoses or other methods of transportation furnished by Contractor.
- F. Protection Stakes/Roping: 2 x 2 hardwood stakes 54” long with pencil-sharpened bottom. Drill 3/8” diameter hole 11/2” from the top. Stakes to be painted white. Roping 1/4” diameter solid braid white nylon.

PART 3 - EXECUTION**3.1 PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by seeding operations.
- B. Protect adjacent and adjoining areas from hydro mulching overspray.
- C. Protect grade stakes set by others until directed to remove them.

- D. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- E. Verify limits of each type of lawn material with the Architect in the field before starting lawn work. Limit preparation of seed areas to those ready for immediate seeding.
- F. Grade lawn areas to a smooth, free draining even surface with a loose, moderately coarse texture. Roll, scarify, rake, and level as necessary to obtain true, even lawn surfaces and fill depressions as required to drain. Correct all surface irregularities resulting from tillage operations to prevent formation of depressions or water pockets. Seedbed is to be established at approximately 1/2" below all curbs, pavements and sidewalks.
- G. Cultivate topsoil to provide a firm bed a minimum of 4" deep, free of clods, plastic containers, concrete chunks, brickbats, sticks, roots, rubbish, or other foreign matter. Remove all stones and rocks so that sparse amounts of stones no more than 1" in diameter remain within the top 4" of the topsoil. Do not move heavy objects except necessary lawn making equipment over the lawn areas after the soil is prepared unless it is again loosened and graded. Level all undulations or irregularities in the surface.
- H. Apply fertilizer to all turf areas at a rate equal to 2.0 lbs. of actual phosphorous (P) per 1,000 sq. ft., or as directed by the Architect.
- I. Apply fertilizers by mechanical rotary or drop type distributor, thoroughly and evenly incorporated in to the soil to a depth of 1"-2" by dicing or other approved method. Fertilize areas inaccessible to power equipment with hand tools and incorporate into soil.
- J. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to seeding.

3.2 INSTALLATION

- A. Seeding:
 - 1. Seed immediately after preparation of bed. Seed during periods generally accepted by the local nursery trade for the specific seed blend. Seeding times other than those locally recognized shall be acceptable to the Architect.
 - 2. Seed indicated areas within contract limits and areas adjoining contract limits disturbed as a result of construction operations.
 - 3. Perform seeding operations when the soil is dry and when winds do not exceed five miles per hour velocity.
 - 4. Seed to be applied at approved minimum rates in cross directions with approved seed drilling or slice seeding equipment. Apply 50% of the seed in each direction. Seed applied by hydro-seeding methods is unacceptable.
 - 5. Apply hydro-mulch with approved hydro-mulching equipment immediately after seeding. Slurry to be composed of clean water and mulch. Apply mulch slurry at a minimum rate of 1,500 pounds to 2,000 pounds per acre on slopes steeper than 4:1. Direct slurry to evenly cover designated seed areas. Repair ruts, depressions and all damage caused by hydro-mulching equipment. If straw is

applied, the layer is not to be too thick which will inhibit seed germination. Immediately remove any excess straw or straw piles.

6. Immediately re-seed and re-apply hydro-mulch and/or straw to areas that show poor germination.

B. During germination period, protect and water seeded areas, maintain top 1/2" to 1" soil constantly moist. Continue watering for minimum of four weeks.

3.3 MAINTENANCE

A. Maintain newly seeded lawns until completion and acceptance of the entire construction project.

B. Maintain newly installed seeded lawn areas in an acceptable manner including watering, top dressing, spot weeding, mowing, trimming, removal of clippings, leaf removal, applications of herbicides, fungicides, insecticides, and re-seeding. Apply post-emergent herbicides (selective and non-selective) only as necessary to treat already germinated weeds and in accordance with manufacture's written recommendations.

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Keep turf uniformly moist to depth of 4 inches.
2. Water turf with a fine spray nozzle to apply a minimum of 1 inch per week of water unless rainfall precipitation is adequate.
3. Repair, re-work, re-seed, and re-mulch all respective areas that have settled, washed out, were disturbed by wind, are eroded, did not germinate, or were damaged by maintenance operations.
4. Set mower blades at a minimum height of 3". Not more than 30% of the grass leaf/blade shall be removed at the initial or subsequent mowing. Mow all lawns before turf reaches a height of 4". Do not mow grass when wet.
5. If infestation of weeds or crabgrass develops, treat infestation by hand weeding or herbicidal control. Furnish and install weed chemical control as recommended by manufacturer. Herbicidal controls, including renovation before seeding operations, shall be acceptable to the Architect.

3.4 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by seeding work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. During the grow-in period, drive protection stakes into the ground until 36" remains above finish grade. Place stakes at 8' o/c with protection roping threaded thru stake hole and strung between each stake. Provide a continuous stake/roping system for all areas subject to foot traffic to protect the seed until full establishment. Remove stake/roping system after the grass is established.

3.5 ACCEPTANCE

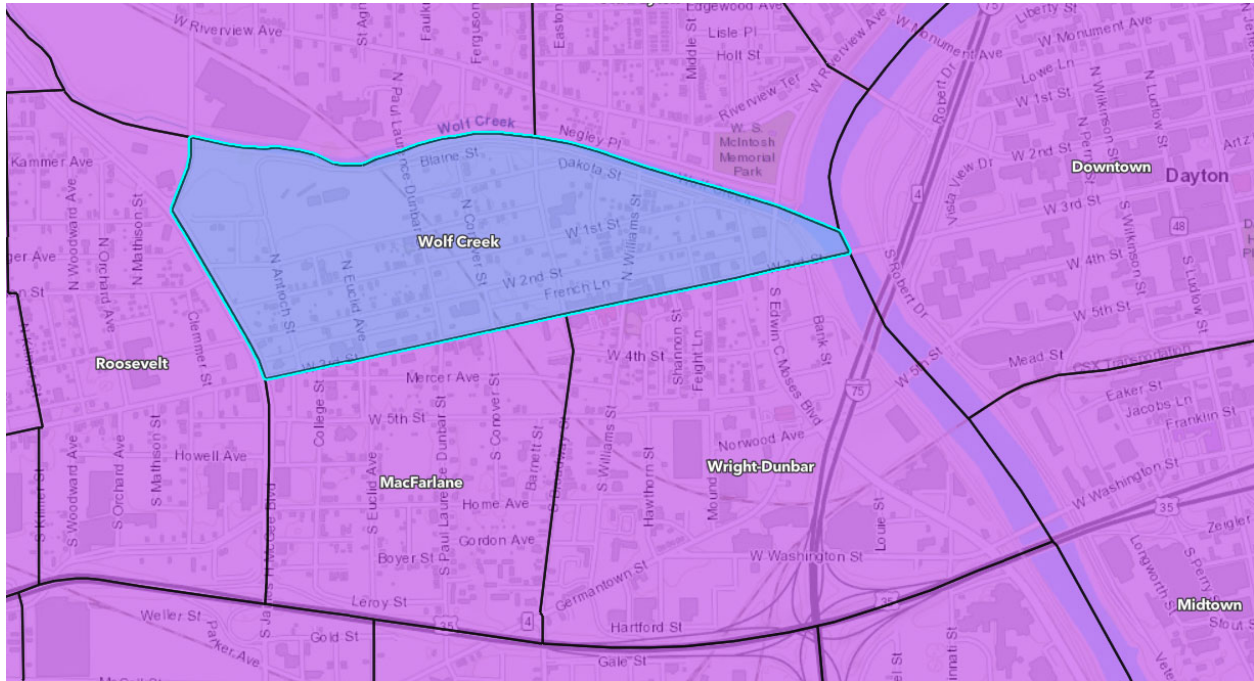
- A. Inspection to determine acceptance of installed lawns will be made by the Architect, upon Contractor's request. Provide notification at least five (5) working days before requested inspection date.
 - 1. New lawn areas will be acceptable provided all requirements, including maintenance, have been complied with, and a healthy uniform, close stand of the specified grass is established free of weeds, undesirable grass species, disease, and insects.
 - 2. No individual lawn areas shall have bare spots or unacceptable cover totaling more than 2% of the individual areas, in those areas requested for inspection.

- B. Upon acceptance, the Ohio Historical Connection will assume lawn maintenance.

END OF SECTION 32 92 19

Appendix 1

PBE District and SMSA Maps



Borders of Wolf Creek

Ohio Metropolitan Statistical Areas (MSAs)

Developed by the United States Office of Management and Budget, Metropolitan Statistical Areas are integrated geographic regions comprised of at least one city or urban area (with a population of at least 50,000) and adjacent communities. Metropolitan Statistical Areas make it possible for federal statistical agencies to utilize the same boundaries when publishing statistical data.



- | | | |
|--|---|---|
| <p>A. Akron MSA</p> <p>B. Canton-Massillon MSA</p> <p>C. Cincinnati MSA,
including Dearborn, Ohio, and Union
Counties in Indiana; Boone, Bracken,
Campbell, Gallatin, Grant, Kenton, and
Pendleton Counties in
Kentucky</p> <p>D. Cleveland-Elyria MSA</p> <p>E. Columbus MSA</p> | <p>F. Dayton MSA</p> <p>G. *Huntington-Ashland MSA,
including Boyd and Greenup Counties in
Kentucky; Cabell, Lincoln, Putnam, and
Wayne Counties in West Virginia</p> <p>H. Lima MSA</p> <p>I. Mansfield MSA</p> <p>J. Springfield MSA</p> <p>K. Toledo MSA</p> | <p>L. *Weirton-Steubenville MSA,
including Brooke and Hancock Counties
in West Virginia</p> <p>M. *Wheeling MSA, including
Marshall and Ohio Counties in West
Virginia</p> <p>N. Youngstown-Warren-Boardman MSA,
including Mercer County in
Pennsylvania</p> |
|--|---|---|





*Data on West Virginia MSAs including Ohio counties may be viewed at <http://workforcewv.org/lmi/>.

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Appendix 2



Repair Schedule

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Condition	Treatment
	<p style="text-align: center;">Sawn Through/Broken Brick</p> <p style="text-align: center;">Replace sawn through and broken brick. Replace patch of non-original brick in center.</p>
	<p style="text-align: center;">Broken/Gouged Brick</p> <p style="text-align: center;">Replace with salvage brick. Must have approval of restoration coordinator prior to removal.</p>
	<p style="text-align: center;">Parged Brick</p> <p style="text-align: center;">Replace with salvage brick. Must have approval of restoration coordinator prior to removal.</p>
	<p style="text-align: center;">Fully Delaminated Brick</p> <p style="text-align: center;">Replace with salvage brick. Must have approval of restoration coordinator prior to removal.</p>

	<p>Partial Delamination with Uneven Surface</p> <p>Replace with salvage brick. Must have approval of restoration coordinator prior to removal.</p>
	<p>Partial Delamination</p> <p>Replace with salvage brick. Must have approval of restoration coordinator prior to removal.</p>
	<p>Wood Siding – Rot</p> <p>Replace section back to dry wood. Prime and Paint to per painting schedule.</p>
	<p>Wood Siding – Split</p> <p>Replace section back to unsplit wood. Prime and Paint to per painting schedule.</p>

	<p style="text-align: center;">Window Trim – Rot</p> <p style="text-align: center;">Replace piece of trim. Prime and Paint to per painting schedule.</p>
	<p style="text-align: center;">Flashing – no counter-flashing</p> <p style="text-align: center;">Replace rotten siding boards, trim siding so it is min 2” from line of roof. Prime ends and any bare wood, paint.</p>
	<p style="text-align: center;">Flashing – counterflashing</p> <p style="text-align: center;">Remove sealant and replace counterflashing per detail on A-6. Paint per specifications.</p>
	<p style="text-align: center;">Soffit Rot</p> <p style="text-align: center;">Replace rotten soffit boards. Cut any remaining board so it is min 2” above roofing, replace flashing as required. Prime and Paint</p>

	<p style="text-align: center;">Chimneys</p> <p>Assume 50% of chimney brick above attic level must be replaced. All deteriorating brick shall be replaced with salvage, with some areas being rebuilt. Repoint all chimneys. Coordinate repair with Restoration Coordinator.</p>
	<p style="text-align: center;">Cracked Brick at Windows</p> <p>Replace with salvage brick. Must have approval of restoration coordinator prior to removal.</p>