SOLICITATION #: 2019-3013

PROJECT MANUAL

Millvale South Building Demolition

Demolition of 7 Buildings
Building #'s:
5A01, 5A02, 5A03, 5A04, 5B01, 5B02, 5B04

OWNED BY:

CINCINNATI METROPOLITAN HOUSING AUTHORITY
1627 WESTERN AVENUE - CINCINNATI, OH 45214

GREGORY D. JOHNSON, MS, PHM, EDEP
CHIEF EXECUTIVE OFFICER
*** * * * * * * * * * * * * * * ***

Date: September 2019

INDEX

BIDDING INSTRUCTIONS — PAGE NUMBER

Invitation For Bids .....1 Only
Instructions To Bidders For Contracts
Public & Indian Housing Programs (HUD-5369) .....1 - 4
CMHA Supplemental Instructions
To Bidders (SITB) .....1 - 3
Representations, Certifications,
And Other Statements of Bidders, Public And Indian
Housing Programs (HUD-5369A).....1 - 3

BIDDING DOCUMENTS

Bid Bond .....1 - 2
Bid Form .....1 - 3
Non-Collusive Affidavit .....1 Only
Disclosure Of Lobbying Activities .....1 Only
Form Of Previous Participation
(HUD 2530).....1 - 4
MBE Forms.....1 - 2
Section 3 Forms.....1 – 6

CONDITIONS OF CONTRACT

General Terms and Conditions.....1 - 89
Contract .....1 - 3
Exhibit A. Statement of Work .....1 Only
Exhibit B General Terms and Conditions .....1 - 3
Exhibit C Performance Requirements .....1 – 3
Exhibit D Contractor Acknowledge .....1 Only
Form of Performance and Payment Bond .....1 - 2

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

Section 01010 - Summary of Work..... 1 - 5
Section 01027 – Applications for Payment .....1 - 3
Section 01300 - Submittals..... 1 Only
Section 01500 - Construction Facilities and Temporary Controls…… 1 - 4
Section 01600 – Hazardous Materials: Asbestos ..... 1 Only
Section 01700 - Contract Closeout..... 1 – 2
Section 02060 – Building Demolition..... 1 – 3
Section 02300 - Earthwork..... 1 – 2
Section 02831 – Chain Link Fences and Gates..... 1 – 2
Section 02920 – Lawns and Grasses..... 1 – 4

ASBESTOS INSPECTION REPORT

END OF INDEX

INVITATION FOR BID
SOLICITATION NUMBER 2019-3013

On **October 11, 2019 at 10:00AM,** the Cincinnati Metropolitan Housing Authority (CMHA) will receive, open and read aloud all bids on the project heretofore described as:

Project Name: Millvale South Demolition of 7 Buildings

Contact: All questions concerning this solicitation are to be directed in writing to Janell Duncan via email at janell.duncan@cintimha.com. Responses to questions received prior to 4:00pm (local time) on October 4, 2019 will be posted as an addendum to the CMHA website at http://www.cintimha.com/business-opportunities.aspx. It is the responsibility of all bidders to monitor the website and review all addenda posted associated with this bid. Responses for questions received after this date and time will be posted at CMHA's discretion.

Proposals shall be delivered to: Cincinnati Metropolitan Housing Authority
1627 Western Ave
Cincinnati, Ohio 45214

This project is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Preference may be given in accordance with 24 CFR 135 and the CMHA procurement policy.

On **September 11, 2019**, bidders may purchase the project manual from **ARC Document Solutions, 7157 Kemper Road Cincinnati, Ohio 45242** for a non-refundable fee (cash, Visa, personal check or money order). The project manual must be ordered in advance from ARC Document Solutions by calling **(513) 326-2300.** For a list of plan holders, go to www.e-arc.com**.** You may review a set of documents at no charge, at the CMHA, 1627 Western Avenue, Cincinnati, Ohio 45214, Phone: (513) 333-0670 during the hours of 9:00 a.m.- 4:00 p.m., Monday thru Friday or download nonscale copies from the CMHA website http://www.cintimha.com/business-opportunities.aspx.

There will be an optional **pre-bid walk through on September 25, 2019 at 10:30 a.m.** Meet at:

3155 Moosewood Ave (Building 5A02)
Cincinnati, Ohio 45225.

CINCINNATI METROPOLITAN HOUSING AUTHORITY
Gregory D. Johnson, MS, PHM, EDEP, Chief Executive Officer

Advertisement Dates: September 11, 2019 and September 18, 2019

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Instructions to Bidders for Contracts Public and Indian Housing Programs

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause		Page
1.	Bid Preparation and Submission	1
2.	Explanations and Interpretations to Prospective Bidders	1
3.	Amendments to Invitations for Bids	1
4.	Responsibility of Prospective Contractor	1
5.	Late Submissions, Modifications, and Withdrawal of Bids	1
6.	Bid Opening	2
7.	Service of Protest	2
8.	Contract Award	2
9.	Bid Guarantee	3
10.	Assurance of Completion	3
11.	Preconstruction Conference	3
12.	Indian Preference Requirements	3

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

(1) Integrity;

(2) Compliance with public policy;

(3) Record of past performance; and

(4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

Janell Duncan
Procurement Director
Cincinnati Metropolitan Housing Authority
1044 West Liberty Street
Cincinnati, Ohio 45214
513 977-5685

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding $25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[X] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website **http://www.fms.treas.gov/c570/index.html**, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

These conditions are a supplement to the HUD 5369 Instructions to Bidders and provide information to help clarify articles of that document. Any articles or paragraphs not specifically mentioned shall remain as printed in HUD 5369 without change.

1. Add to Paragraph 1, subparagraph b:

   i. The bid documents required for the complete bid package shall consist of the following (all shall be signed originals):

      1. Bid Form
      2. Bid Bond
      3. Non Collusive Affidavit
      4. HUD Form 2530
      5. Disclosure of Lobbying Activities
      6. HUD 5369A
      7. MBE Forms
      8. Attachment A - MBE Certification
      9. Section 3 Forms
      10. Contract
      11. Wage Decision Form

2. Add to paragraph 2 subparagraph a

   a. All questions are to be received in writing. Oral questions will not be accepted. Oral clarifications will not be provided.
   b. Responses to all written questions will be posted as addendum on the CMHA website at www.cintimha.com.

3. Add to paragraph 4 subparagraph b.1.

   b.1 Bidders shall indicate receipt of addendum on Bid Form. No other acknowledgement is required.

4. Add to paragraph 4,subparagraph a:

   a. Ability to demonstrate a minimum of 7 years experience as a general contractor, performing work of like scope and material, for the period immediately preceding commencement of this CMHA Project for work of the size and type of this CMHA Project.

      CMHA, in its sole and absolute discretion, will consider a request for a waiver of the 7 year experience requirement, if the contractor can establish that it has successfully undertaken and completed such a number of projects of similar scope and complexity in a lesser number of years so as to confer upon that contractor the same or more experience as other bidders have achieved in 7 or more years of experience.

5. Add to paragraph 5, subparagraph g:

   g. No bid shall be withdrawn for a time period of ninety (90) calendar days from the bid opening. The foregoing limitation upon withdrawal of bids prior to opening shall be subject to the right of withdrawal of a bid made in error as provided by Section 9.31, Ohio Revised Code, to the extent that such statutory provision is applicable.

6. Add to paragraph 10, subparagraphs a, b and c:

   a. All bid guarantees to be a minimum of 10% of the bid amount.

   b. All bid bonds be a shall be issued by Surety Companies licensed to issue bonds in the State of Ohio and listed in Federal Register Circular #570. The current power of attorney for the person who signs for any surety company shall be attached to such bid bond.

   c. The CMHA will have the right to retain the bid security of bidders to whom an award is being considered until either (a) the contract has been executed and bonds, if required, have been executed, (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

7. Add paragraph 13. Minority Business Enterprise:

   It is the goal of CMHA to obtain 20 percent minority business participation on this project.

8. Add paragraph 14. Lead Based Paint:

   Any contractor awarded a contract for modernization shall comply with 24 CFR (Code of Federal Regulations) Part 35 prohibiting the use of lead based paint.

9. Add paragraph 15. Sales Tax Exemption:

   The contractor shall take whatever steps required by law to relieve the owner from payment of excise tax and Ohio sales tax on materials, specialties and equipment for contractor to take any part of such action shall constitute the responsibility of the contractor to make such tax payments as within the scope of this contract. The owner is tax exempt, and upon request will provide a statement to that effect.

10. Add paragraph 16. Liquidated Damages

    This project has liquidated damages, as specified in paragraph 16.1 of the CMHA General Terms and Conditions in this contract, which may be charged against contractors who do not complete work on time.

11. Add paragraph 17. Pre-Bid Conference

    A pre-bid conference for all prospective contractors will be held as indicated on the Invitation of Bids. Questions will not be received or answered at the pre-bid conference. All questions are to be submitted in writing and responses will be posted as addendum to the CMHA website at www.cintimha.com.

Before presenting a bid, the contractor is advised to have visited the site and be thoroughly familiar with the scope of work and the conditions under which it will be executed. Failure to do so will not release contractor of his obligation to furnish all material and labor necessary to carry out all provisions of the contract.

12. Add paragraph 18. Definitions

Addenda are written or graphic instruments issued by the CMHA prior to the execution of the Contract, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be in Alternate Bids.

An Alternate Bid or Alternate is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Any alternates accepted by the owner shall be accepted in the order in which they are listed in the form of Bid.

A Unit Price is an amount stated in the Bid as a price per unit of measure for materials, equipment or services or a portion of the Work as described in the Bidding Documents, and to be utilized at CMHA's sole discretion.

13. Add paragraph 19. Form and Style of Bids

a). Bids shall be submitted on the form included in the Bidding Documents.

b). All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

c). Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

d). The signer of the Bid must initial interlineations, alterations and erasures.

e). All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

f). Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

END OF SECTION

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause		Page
1.	Certificate of Independent Price Determination	1
2.	Contingent Fee Representation and Agreement	1
3.	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4.	Organizational Conflicts of Interest Certification	2
5.	Bidder's Certification of Eligibility	2
6.	Minimum Bid Acceptance Period	2
7.	Small, Minority, Women-Owned Business Concern Representation	2
8.	Indian-Owned Economic Enterprise and Indian Organization Representation	2
9.	Certification of Eligibility Under the Davis-Bacon Act	3
10.	Certification of Nonsegregated Facilities	3
11.	Clean Air and Water Certification	3
12.	Previous Participation Certificate	3
13.	Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

_____
(Signature and Date)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Company Name)

(Company Address)

BID BOND

KNOWN ALL BY THESE PRESENTS, that we:

_____
(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principle, and:

_____
(Insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of:

_____ as Surety, hereinafter called the Surety, are held and firmly bound unto:

_____
(Insert full name and address or legal title of Owner)

hereinafter called the Obligee, in the sum of:

_____ DOLLARS
(In Words)

$_____

OR

10% of the bid

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

_____20_____ for _____

_____

_____

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference between the amount specified in said Bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED SEALED AND DATED THIS _____DAY OF_____, 20_____

_____ _____
WITNESS PRINCIPAL

BY_____

_____
SURETY

BY_____

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

Certified Check for_____

DOLLARS - ON _____BANK OF _____

_____DEPOSITED HEREWITH

_____
BIDDER

BY_____

_____
TITLE

BID FORM - SOLICITATION # 2019-3013

MILLVALE SOUTH BUILDING DEMOLITION

TO THE CINCINNATI METROPOLITAN HOUSING AUTHORITY (CMHA)

1. In submitting this bid, it is understood that the right is reserved by the Cincinnati Metropolitan Housing Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within 90 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond and insurance certifications no later than 10 days after the "Notice of Intent".

2. Security in the sum of _____Dollars ($_____) in the form of _____ is submitted herewith in accordance with the Specifications.

3. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted. Also attached is a completed Form HUD-5369-A, Representations, Certifications, and Other Statements of Bidders.

4. Work under this Contract will begin immediately upon the successful Contractor's receipt of a "Notice to Proceed" from CMHA. The "Notice to Proceed" will follow the completion of an executed contract.

5. **ADDENDA**

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

6. BASIS OF CONTRACT AWARD

CMHA intends to award this contract for **Solicitation No. 2019-3013** entitled **“Millvale South Building Demolition”,** to the responsible bidder submitting the LOWEST "TOTAL BID" complying with these Public Bid Specifications, Drawings

and Addenda, if any, provided the Contractor's, bid is reasonable and it is in the best interest of CMHA to accept it. The LOWEST "TOTAL BID" will be the bid reflecting the lowest dollar amount in the "TOTAL BID".

The undersigned having familiarized themselves with the local conditions affecting the cost of the work, and with the Drawings and Specifications, issued and Addenda, if any thereto, as prepared by the Development Division of the Cincinnati Metropolitan housing Authority, propose to furnish all labor, materials, equipment, permits and services required to complete the work identified herein at the prices listed below.

7. CONTRACT TIME

The contract performance period from the "Notice to Proceed" until substantial completion, will be 120 calendar days.

1. Unit Costs

Unit costs shall be inclusive of materials, labor, overhead and profit. The unit prices offered will be used to increase or decrease the Total Contract Amount based on the existing conditions determined by the Owner at the time of construction of any given building. No unit prices may be used without the written permission of the Owner. CMHA has the right to reject any bid, which indicates an unbalanced bid or prices not realistic for the work.

2. Bid Amount:

a) Hazardous Material Abatement $_____

b) Building Demolition $_____

c) Drainage Channel / Tree Removal $_____

d) Fencing / Site Work $_____

TOTAL BID AMOUNT (FIGURES): $_____
(Sum of a & b & c & d above)

TOTAL BID AMOUNT (WORDS): _____

_____ DOLLARS.

NOTE: The Total Bid Amount shall be shown in both words and figures; in case of discrepancy, the amount in words shall govern. To be valid bid, the bid form must be filled out in it's entirety with all certifications and affidavits. It must be submitted with and is part of the Bid Documents.

The penalty for making false statements in any offer is prescribed in 19 U.S.C. 1001.

Date:_____20_____

Company: _____ Address:_____

By: _____ City, State, Zip _____

Title:_____ Fed. Tax ID:_____
(Signature of Bidder)

NOTE: LATE BIDS WILL NOT BE RECEIVED. THE LOBBY CLOCK ESTABLISHES THE TIME FOR THE BID OPENING.

NON COLLUSIVE AFFIDAVIT

State of _____)

ss

County of _____)

_____, being first sworn, deposes:

and says that he/she is _____ of

_____

(sole owner, partner, etc.) (Firm Name)

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

Signature of Bidder: _____
(If Individual)

Signature of Bidder: _____
(If Partnership)

Signature of Bidder: _____
(If Corporation)

Subscribed and sworn to before me this ____ day of _____, 20____

_____, My commission expires_____, 20_____
Notary Public

DISCLOSURE OF LOBBYING ACTIVITIES

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _____ date of _____, 20_____.

By _____
(signature)

_____
(type or print name)

_____
(title, if any)

Covered Action: _____
(type and identify program, project or activity)

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects *(See instructions)* Reason for submission:		**For HUD HQ/FmHA use only**	
1. Agency name and City where the application is filed		**2**. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount $	**4**. Number of Units or Beds	**5**. Section of Act	**6**. Type of Project (check one) ☐ Existing ☐ Rehabilitation ☐ Proposed (New)

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	**8 Role of Each Principal in Project**	**9. SSN or IRS Employer Number**

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:

a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;

3. All the names of the principals who propose to participate in this project are listed above.
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	**Signature of Principal**	**Certification Date(mm/dd/yyyy**	**Area Code and Tel. No.**
This form prepared by (print name)		**Area Code and Tel. No.**	

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "**No previous participation, First Experience"**.

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3.List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5.Was the Project ever in default during your participation Yes	No	If yes, explain	6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	☐ A. No adverse information; form HUD-2530 approval recommended.	☐ C. Disclosure or Certification problem
Staff	Processing and Control	☐ B. Name match in system	☐ D. Other (attach memorandum)

Supervisor	Director of Housing/Director, Multifamily Division	Approved ☐ Yes ☐ No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures, partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is **full** disclosure.

Exemptions – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Con-tractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must be** listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. ***All previous projects must be listed or your certification cannot be processed.*** Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

Minority Business Enterprise (MBE)
&
Women Business Enterprise (WBE)
Participation

Contract/P0#:_____Project Description:_____

The contractor agrees to make its best effort to expend at least 20% of the total dollar amount of the Contract on Minority Business Enterprises (MBE), an entity with at least 51% ownership interest by a minority in business), and at least 5% of the Contract to a Women Business Enterprises (WBE), an entity with a least 51% ownership interest by a woman in business. *Any questions regarding CMHA's MBE/WBE Program should be directed to Jacquetta Brown, Economic Inclusion Coordinator, at 513-977-5683 or to Section3I@cintimha.com.*

Using Best Efforts to Achieve MBE/WBE Goals: Prior to award of Contract, the Contractor will submit documents in support of its best efforts to achieve the above stated MBE/WBE participation. Best efforts may be established by documenting that the Contractor:

- Has made efforts to identify appropriate MBE/WBE contractors through community contacts or MBE and WBE associations
- Has contacted CMHA's Economic Inclusion Coordinator to help identify potential MBE/WBE companies appropriate for the project
- Has contacted and solicited bids/quotes from selected MBE/WBE companies

Notification of MBE/WBE Participation: Contractors agrees to promptly complete and return all required reports confirming MBE/WBE participation, including Proposed, Amended, and Final MBE/WBE Participation Forms. If requested by CMHA, Contractor agrees to submit proof of payment made to each MBE/WBE subcontractor listed on the MBE/WBE Participation Form (see attached).

Waiver of MBE/WBE Participation Goals: Request for complete or partial waiver of the contractor's MBE/WBE participation goals must be made in writing, stating all details in the request, the circumstances, and all relevant information. The request must be accompanied by a record of all efforts taken by the bidder/proposer to locate MBE/WBEs, solicit MBE/WBEs, seek assistance from CMHA's Economic Inclusion Coordinator, or seek help from other community/business resources or technical assistance agencies. CMHA will respond in writing to the Waiver Request within five (5) business days upon receipt.

Company Name_____

Contact Person _____

Signature_____Date_____

Effective Date: 9.1.2014

Contractor's MBE/WBE Participation Report Form

Contract/PO#:_____Project Description:_____

Please list below the names of all firmly committed MBE and WBE subcontractors that will work on the project, their MBE/WBE Status, the dollar amount, and the percentage of total contract amount that will be performed by the entities. The MBE/WBE participation can include subcontracts or purchases of services, materials and supplies directly related to the contract.

(Please check one) _____Proposed _____Amended _____Final

Name of Subcontractor(s)	MBE	WBE	$ Dollar Amount	% of Contract Amount
Total MBE Dollar Amount and Percentage of Contract Amount				
Total WBE Dollar Amount and Percentage of Contract Amount				

Company Name_____

Contact Person (print)_____

Signature _____

Date_____

Effective Date: 9.1.2014

CMHA

Prospective Business Vendor:

Enclosed, you will find a variety of forms regarding Section 3 (Housing & Urban Development Opportunities Act of 1968, as amended). Please complete and attach the Section 3 forms with your bid submission. ***Failure to submit the appropriate forms may jeopardize the proposal/bid up to and including the possibility of said proposal/bid being deemed non-responsive***

Anyone claiming to be a Section 3 Business Concern shall be required, as set forth by procedure, to provide evidence of such status. Section 3 Business Concerns claiming Section 3 Preference status must meet that status at the time the bid, quote or proposal is submitted to CMHA.

Section 3 Required Forms:

1) Section 3 Assurance of Compliance & Section 3 Clause
2) Section 3 Action Plan
3) Section 3 Certification for Preference
4) Preference Category Acknowledgement S3 Residents

If you need any assistance or help regarding Section 3, feel free to contact us. We look forward to assisting you with Section 3 implementation.

Sincerely,

Jacquetta Brown

Jacquetta Brown
Economic Inclusion Coordinator
(513) 977-5683
Jacquetta.Brown@cintimha.com
Section3@cintimha.com

CMHA

Contractor
Section 3 Action Plan Submission

The Section 3 Action Plan is a requirement for contracting opportunities with CMHA. The Section 3 Action Plan must indicate/describe the proposed strategies for achieving the Section 3 training and/or employment goals, and subcontracting numerical goals, when and if **newly created opportunities** are generated upon awarding of contracts. ***Failure to submit the Section 3 Action plan may jeopardize the proposal/bid up to and including the possibility of said proposal/bid being deemed non-responsive.***

Please review the Section 3 Action Plan information attached. ***All Sections need to be completed and signed***. This information will help to assist you in formulating your Section 3 Action Plan. You will need to address each question and check the appropriate boxes in regards to how your company will strive to achieve Section 3 Compliance to the "**greatest extent feasible**".

Please identify individual(s) responsible for planning, implementing and tracking the projects' Section 3 training, employment and/or contracting goals:

Name(s): _____

Contact Info: _____

Title(s): _____

Section 3 Hiring/Training Opportunity Strategies

Please check any and all efforts from the below mentioned categories that your company will utilize to recruit, solicit, encourage, facilitate and hire Section 3 Residents when new hiring/training opportunities are generated through the awarding of the contract. **Some of the items will be mandatory as indicated with **.** Your acknowledgement is still needed, so please check accordingly.

The Section 3 Action Plan is subject to audit at anytime during the awarding of the contract through the duration of the contract by the Section 3 Compliance Coordinator.

****Commit that when new workers are hired by the company and/or subcontractors as a result of the contract, 30% of those hired will be Section 3 Residents.**

****Contact the CMHA Section 3 Compliance Coordinator regarding new hiring and training opportunities.**

****Provide the CMHA Section 3 Compliance Coordinator with a monthly report listing all hiring and training opportunities.**

****Post notice (placards) at the worksite where the work is being done, indicating any new hiring and training opportunities**

Facilitate or co-facilitate Hiring Halls within close proximity to where the work is being done for Section 3 Residents.

Contact/Meet with Resident Associations informing them of new training and hiring opportunities.

Advertise new training and hiring opportunities in community and diversity newspapers/websites.

Sponsor or participate in job informational meetings or job fairs in the neighborhood or service area of the Section 3 covered project.

Establish an internal training program (pre-apprenticeship) that is consistent with Dept. of Labor requirements to provide Section 3 Residents with the opportunity to learn skills and job requirements.

Distribute flyers to CMHA owned sites indicating the number and types of jobs that will be offered with contact information.

Maintain a file of eligible qualified Section 3 Residents for future employment opportunities.

Incorporate into contract (after selection of bidders but prior to the execution of contracts), a negotiated provision for a specific number of Section 3 Residents to be trained and/or employed during the contract.

Other:

_____

_____

Note: You are required to the provide opportunities to "the greatest extent feasible" in order to comply with the requirements of Section 3. In the event that you are not able to hire/train and/or contract with Section 3 Residents and/or Section 3 Business Concerns, you will be required to document why you were unable to meet the numerical goals.

Signature: _____ *Date:* _____

Section 3 Subcontracting Opportunity Strategies

Please check any and all efforts from the below mentioned categories that your company will utilize to recruit, solicit, encourage, facilitate and contract with Section 3 Business Concerns when new subcontracting opportunities are generated through the awarding of the contract. **Some of the items will be mandatory as indicated with **.** Your acknowledgement is still needed, so please check accordingly.

The Section 3 Action Plan is subject to audit at anytime during the awarding of the contract through the duration of the contract by the Section 3 Compliance Coordinator.

****☐Commit that when subcontracting occurs, 10% of the total dollar amount subcontracted out by the company and/or by subcontractors will go to Section 3 Business Concerns.**

****☐Contact the CMHA Section 3 Compliance Coordinator regarding all new subcontracting opportunities.**

****☐Provide the CMHA Section 3 Compliance Coordinator with a monthly report listing all subcontracting opportunities.**

☐Advertise new contracting opportunities in community and diversity newspapers/websites.

☐Maintain a file of eligible qualified Section 3 Business Concerns for future contracting opportunities.

☐Incorporate into contract (after selection of bidders but prior to the execution of contracts), a negotiated provision for a specific amount of work to be contracted with Section 3 Business Concern(s) during the contract.

☐Sponsor or participate in minority, women, small business expositions and or conferences in the Cincinnati, Ohio area to network and promote contracting opportunities with Section 3 Business Concerns.

☐Outreach to business assistance agencies, minority contracting associations, community organizations, to network and promote contracting opportunities with Section 3 Business Concerns.

☐Contact/Meet with Resident Associations informing them of new contracting opportunities.

☐Outreach to trade/labor organizations to network and promote contracting opportunities with Section 3 Business Concerns.

☐Host/Facilitate workshops geared to Section 3 Business concerns on contracting procedures and opportunities.

☐Become an active mentor to Section 3 Business Concerns.

☐Other:
_____
_____

Note: You are required to the provide opportunities to "the greatest extent feasible" in order to comply with the requirements of Section 3. In the event that you are not able to hire/train and/or contract with Section 3 Residents and/or Section 3 Business Concerns, you will be required to document why you were unable to meet the numerical goals.

Signature: _____ *Date:* _____

CMHA
Section 3 Assurance of Compliance Form

Training, Employment, and Contracting Opportunities for Section 3 Residents and Section 3 Business Concerns

A. The project assisted under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170u. Section 3 requires that to the *greatest extent feasible*, *newly created opportunities* that are generated by the awarding of this contract be given to:

- Section 3 Residents (30% minimum goal of new hires) upon their qualifications.
- Section 3 Business Concerns (10% of total construction subcontracting dollar amount awarded – based upon their qualifications).
- Section 3 Business Concerns (3% of total non-construction subcontracting dollar amount awarded- based upon their qualifications).

B. Notwithstanding any other provision of this contract, the applicant shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this contract. The requirements of said regulations include but are not limited to development and implementation of a Section 3 Action Plan/Strategy for utilizing Section 3 Business Concerns; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The applicant and recipient agency, certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application of this contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant, its contractors and subcontractors, its successors, and assigns to the sanctions specified by the contract, and to such sanctions as are specified by 24 CFR Section 135.

Applicant: _____

Signature: _____

Address: _____

Date: _____

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. In the event of a determination by the Executive Director or his/her designee that the Contractor is not in compliance with the section 3 clause or any rule, regulation, or report submission requirements of the CMHA, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further CMHA contracts for a period of one to three years.

1. ARTICLE I CONTRACTOR'S RESPONSIBILITIES 1
1.21. Emergency 3
2. ARTICLE II HOUSING AUTHORITY RIGHTS AND RESPONSIBILITIES 4
3. ARTICLE III A/E'S DUTY, RESPONSIBILITY AND AUTHORITY 5
3.3. Site Visits and Observation 5
3.4. Testing and Inspection Services 5
3.5. A/E Review and Approval of Work 5
3.6. Limitation of A/E's Authority 5
4. ARTICLE IV PRECONSTRUCTION ACTIVITIES 7
4.1. Pre-construction Conference 7
4.2. Certificate of Insurance 7
4.3. Building and Trade Permits, Licenses and Codes 7
4.4. Plan Approval and Permits 7
4.5. Trade Permits and Licenses 7
5. ARTICLE V CONSTRUCTION REQUIREMENTS 9
5.1. Commencement of Work on Site 9
5.2. Environmental Controls 9
5.3. Construction Procedures 9
5.4. Utilities 10
5.5. Construction Supervision 12
5.6. Construction Progress Schedule 12
5.7. Progress Meetings 14
5.8. Project Coordination 15
5.9. Additional Tests and Inspections 15
5.10. Review of Contract Documents 15
5.11. Site Investigation and Conditions Affecting the Work 16
5.12. Protection of the Project 16
5.13. General Warranty - Materials, Equipment and Workmanship 18
5.14. Specifications and Drawings for Construction 21
5.15. As Built Drawings 22
5.16. Project Document Maintenance and Submittal 22
5.17. Temporary Buildings and Transportation of Materials 23
5.18. Facilities 23
5.19. Progress Cleaning 23
5.20. Use of Premises 24
5.21. Smoking and Tobacco Products 24
5.22. Correction of the Work 25
6. ARTICLE VI SUBCONTRACTORS 27
6.1. Evaluation and Approval 27
6.2. Suspension/Debarment 27
6.3. Contractor's Responsibility 27
6.4. Mandatory Contract Provisions/Forms 27
6.5. Replacement of Subcontractors 27
6.6. Contingent Assignment of Subcontract 27
6.7. Prompt Payment of Subcontracts 28
6.8. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms 28

7. ARTICLE VII PAYMENTS 30
7.1. CMHA Obligation 30
7.2. Forms 30
7.3. Step One – Pencil Application 30
7.4. Progress Payments 30
7.5. Allowances 31
7.6. Unit Prices 31
7.7. Schedule of Values 31
7.8. Labor Payments/Retainage 32
7.9. Material Payments/Retainage 32
7.10. Payments Withheld 32
7.11. Payment Request 32

8. ARTICLE VIII CONTRACT MODIFICATIONS 34
8.1. Changes in the Work 34
8.2. Change Order 34
8.3. Change Order Directive 34
8.4. Change Order Procedure 35
8.5. Change Order Proposal 35
8.6. Differing Site Conditions 36
8.7. Minor Changes in the Work 36
8.8. Change Order Cost or Credit Determination 37
8.9. Time Extension 39

9. ARTICLE IX CONSTRUCTION CLOSEOUT 41
9.1. Final Cleaning 41
9.2. Inspection and Construction of the Work 41
9.3. Routine Inspections 41
9.4. Substantial Completion 41
9.5. Demonstration and Training, Operating Appurtenances 43
9.6. Acceptance of Defective Work 43
9.7. Building Commissioning 44
9.8. Contract Completion 44

10. ARTICLE X SUSPENSION AND TERMINATION 45
10.1. Suspension of the Work 45
10.2. Termination for Convenience 45
10.3. Termination for Cause/Default 47
10.4. Contractor Insolvency 48

11. ARTICLE XI DISPUTE RESOLUTION/CLAIM PROCEDURE 50
11.1. General 50
11.2. Initiation of a Claim 50
11.3. Substantiation of Claims General 50
11.4. Substantiation of Claims for increase of the Contract Sum 51
11.5. Substantiation of Claims for Extension of the Contract Time 51
11.6. Certification of a Claim 51
11.7. Delay and Delay Damage Limitations 51
11.8. Derivative Claims 52
11.9. Claim Decision 52
11.10. Audit of a Claim 52
11.11. False Certification of a Claim 53

12. ARTICLE XII WARRANTY 54
12.1. Warranty of Title 54
12.2. Warranty of Construction 54
12.3. Warranty Walk-through Contractor 54
13. ARTICLE XIII BONDS 55
13.1. Bid Bond/Guaranty 55
13.2. Payment and Performance Bond 55
14. ARTICLE XIV INSURANCE 56
14.1. Contractor's General Insurance Requirements 56
14.2. Minimum Coverage Requirements 56
14.3. Waivers of Subrogation 58
15. ARTICLE XV INDEMNIFICATION 59
16. ARTICLE XVI DAMAGES 60
16.1. Liquidated Damages 60
16.2. Mutual Waiver of Consequential Damages 61
17. ARTICLE XVII EQUAL OPPORTUNITY 62
17.1. Prohibition Against Discrimination 62
18. ARTICLE XVIII SECTION 3 64
18.8. Section 3 Reporting Requirements 64
19. ARTICLE XIX LABOR STANDARDS 65
19.1. Compliance with Davis Bacon and Related Acts requirements 65
19.2. Minimum Wages 65
19.3. Withholding of Funds 66
19.4. Payrolls and Basic Records 66
19.5. Apprentices & Trainees 67
19.6. Compliance with Copeland Act requirements 69
19.7. Contract Termination; Debarment 69
19.8. Disputes Concerning Labor Standards 69
19.9. Certification of Eligibility 69
19.10. Contract Work Hours and Safety Standards Act 69
19.11. Subcontracts 69
19.12. Non-Federal Prevailing Wage Rates 70
20. ARTICLE XX HEALTH, SAFETY AND ACCIDENT PREVENTION 71
20.1. General Contractor Requirements 71
20.2. Notification of Non-Compliance Procedure 71
20.3. Safety Plan 71
20.4. Safety Data Sheets 71
20.5. Hazardous Materials 71
20.6. Fires or Hot-Work 72
20.7. Explosives and Blasting 72
21. ARTICLE XXI CONTRACT DOCUMENTS AND CONTRACT RECORDS 73
21.1. Examination and Retention of Contractor's Records 73
21.2. Examination and Audit of Contractor's Records 73
21.3. Ownership of Contract Documents 74
21.4. Intent of Contract Documents 74
21.5. Use of Electronic Files 74
21.6. Order of Precedence 74

22. ARTICLE XXII MISCELLANEOUS 76
22.1. Assignment 76
22.2. Contractor Performance Evaluation 76
22.3. Prohibition Against Liens 76
22.4. Conflict of Interest 76
22.5. Limitation on Payments Made to Influence Certain Federal Financial Transactions 76
22.6. Procurement of Recovered Materials 77
22.7. Royalties and Patents 77
22.8. Contract Period 77
22.9. Other Contracts 77
22.10. Drug-Free Workplace 78
22.11. Energy Efficiency and Sustainability Requirements 78
22.12. Clean Air and Water 78
22.13. Public Relations 78
22.14. Governing Law 78
22.15. Written Notice 78
22.16. Taxes 78
22.17. Computing Time 78
22.18. Time is of the Essence 79
22.19. Extent of Contract 79
22.20. Severability 79
22.21. Facsimile/Electronic Mail Signature 79
22.22. No Third Party Interest 79
22.23. No Waiver 79
22.24. Assignment of Antitrust Claims 79
22.25. Survival of Obligations 80
22.26. Force Majeur 80
22.27. Privacy 80
22.28. Contractor Status 80
23. ARTICLE XXIII DEFINITIONS AND TERMINOLOGY 81

1. ARTICLE I CONTRACTOR'S RESPONSIBILITIES

1.1. The Contractor shall perform the Work in a workmanlike manner, consistent with the standards of skill and care exercised by entities licensed to perform (where required by Applicable Law) and regularly performing comparable work in the same or similar locality under the same or similar circumstances.

1.1.1. Furthermore, Contractor agrees to adhere to CMHA's quality standards as outlined in the Contract Documents; this includes, but is not necessary limited to, CMHA's Gold Standards of performance.

1.2. The Contractor shall perform the Work in accordance with the Contract Documents.

1.3. The Contractor shall furnish all labor, services, materials, tools, equipment, superintendence, and transportation necessary for performance of the Work.

1.3.1. Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by CMHA.

1.4. The Contractor shall perform on the site and with its own organization, work equivalent to at least {12%} (unless otherwise indicated) of the total amount of work to be performed under the order.

1.4.1. This percentage may reduce by a supplemental agreement to this Construction Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be the advantage of CMHA.

1.5. At all times during performance of this Construction Contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent whose qualifications and experience are satisfactory to CMHA and has authority to act on behalf of the Contractor.

1.6. The Contractor shall be responsible for all damages, including, but not limited to, damages to persons or property, that occur as a result of the Contractor's breach of this Construction Contract, fault or negligence.

1.6.1. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others.

1.6.2. The Contractor shall hold and save CMHA, including CMHA's officers, employees, consultants, and agents, free and harmless from damages, claims, demands, suits and liabilities of any nature, including but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, caused by the Contractor's breach of this Construction Contract, fault, negligence or performance of the Work.

1.6.3. The Contractor shall also be responsible for all storage, protection and cleaning of materials delivered and Work performed on the Project, until Contract Completion and acceptance of the entire Project by CMHA, except for any completed unit of Work which may have not been accepted under the Construction Contract.

1.7. The Contractor shall lay out the work from base lines and bench marks indicated in the drawings and be responsible for all lines, levels, and measurements of all work executed under the Contract Documents.

1.7.1. The Contractor shall verify the lines, bench marks, figures and dimensions indicated in the Contract Documents before laying out the work and will be held responsible for any resulting errors resulting from its failure to do so.

1.8. The Contractor shall confine all operations (including storage of materials) on CMHA's premises to areas authorized or approved by the Contracting Officer.

1.9. The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials.

1.9.1. After completing the Work and before final inspection, the Contractor shall:

- **A.** Remove from the premises all scaffolding, equipment, tools, materials (including rejected materials) that are not the property of CMHA and rubbish caused by its work;
- **B.** Leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer;
- **C.** Perform all specified tests; and
- **D.** Deliver the installation in complete and operating conditions.

1.10. The Contractor must perform the Work so as to not interfere with, disturb, hinder, or delay the services of separate consultants or the work of separate contractors.

1.10.1. The Contractor must cooperate and coordinate fully with all separate consultants and separate contractors and must freely share all of the Contractor's Project-related information with them to facilitate the timely and proper performance of the Work and of the services and work of the separate consultants and separate contractors.

1.10.2. The Contractor must afford every separate consultant and separate Contractor proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of their services and work.

1.10.3. If the Contractor damages the property or work of any separate consultant or separate Contractor caused by Contractor or by failure to perform the Work with due diligence, delays, interferes with, hinders, or disrupts the services of any separate consultant or separate Contractor who suffers additional expense and damage as a result, the Contractor is responsible for that damage, injury, or expense.

1.10.4. The intent of 1.10 is to benefit any separate consultants and separate contractors and to demonstrate that the separate consultants or separate contractors are intended third-party beneficiaries of Contractor's obligations under the Contract.

1.11. If the proper execution or result of any part of the Work depends upon work performed or services provided by CMHA, a separate consultant, or a separate Contractor, the Contractor must inspect that other work and appropriate instruments of service, and promptly report to CMHA in writing any defects or deficiencies in that other work or services that render it unavailable or unsuitable for the proper execution and results of the Work.

1.11.1. The Contractor's failure to inspect and promptly report any issues in writing will constitute an acceptance of the other work and services as fit and proper for integration with the Contractor's Work unless in the opinion of CMHA's Project Manager and/or Construction Contract Administrator the defects and deficiencies in the other work and appropriate instruments of service were not reasonably discoverable at the time of the Contractor's inspection.

1.12. The Contractor shall not delay the Work on account of any claim, dispute, or action between the Contractor and CMHA or the Contractor a Separate Consultant or Separate Contractor.

1.13. The Contractor shall complete all portions of Work in the sequence in the Construction Progress Schedule.

1.14. The Contractor shall develop and keep a Construction Progress Schedule and prepare and keep current a schedule of submittals that is coordinated with the Construction Progress Schedule for CMHA's acceptance.

1.15. The Project's regular work hours shall be between 8:00 am and 5:00 pm, or as determined and approved by CMHA.

1.15.1. The Contractor may modify the regular work hours only if Contractor receives written authorization from CMHA's Project Manager and/or Construction Contract Administrator.

1.16. The Contractor shall coordinate the Work with the activities and responsibilities of the Project's architect or engineer ("A/E"), CMHA and Contractor's surety to meet the contractual dates for Substantial Completion and Contract Completion.

1.17. The Contractor shall remove any snow and ice as may be required for reasonably safe access to the Project, including, without limitation, building entries, driveways, parking lots, and sidewalks.

1.18. The Contractor shall keep a daily log containing a record of weather, number of workers on Site for the Contractor, identification of equipment, Work accomplished, problems encountered and other similar relevant data.

1.19. The Contractor hereby represents and agrees that, prior to submitting its bid or quote to perform the Work on the Project, it has had a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work.

1.19.1. Contractor further represents and agrees that, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents for which it has not notified CMHA or the A/E.

1.19.2. If there are any such conflicts, inconsistencies, errors, or omissions in the Contract Documents, the Contractor will:

A. Provide the labor, equipment, or materials of the better quality or greater quantity of Work; and/or

B. Comply with the more stringent requirements.

1.19.3. The Contractor will not be entitled to any additional compensation for any conflicts, inconsistencies, errors, or omissions that would have been discovered by such careful and diligent review.

1.20. The Contractor hereby represents and agrees that the Project is a public project involving public funds.

1.20.1. The Contractor further understands that CMHA expects and requires that each Contractor adhere to the highest ethical and performance standards.

1.20.2. Accordingly, Contractor hereby pledges and agrees that:

A. It will act at all times with absolute integrity and truthfulness in its dealings with CMHA and the A/E;

B. It will use its best efforts to cooperate with CMHA and the A/E and all other contractors and consultants on the Project and at all times will act with professionalism and dignity in its dealings with CMHA, the A/E, and other contractors;

C. It will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her; and

D. It has read, understands and will comply with the terms of the Contract Documents.

1.21. Emergency

1.21.1. In the event of an emergency affecting the safety of the Project, other property, or individuals, the Contractor, without special instructions or authorization, shall act to prevent the threatened damage, injury, or loss.

1.21.2. If the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of its actions in response to any emergency, the Contractor may request a Change Order by giving written notice no later than 48-hours after the emergency.

2. ARTICLE II HOUSING AUTHORITY RIGHTS AND RESPONSIBILITIES

2.1. CMHA shall designate a Project Manager and/or Construction Contract Administrator for the Project.

2.2. CMHA shall have access to the Work and Site at all times, whether the Project is in preparation or progress.

2.3. CMHA is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

2.4. Upon the date indicated in the Notice to Proceed, CMHA shall provide the Site to the Contractor in a condition to permit the Contractor to perform the Work.

2.4.1. If the Site provided by CMHA is not in a condition to permit the Contractor to perform the Work, Contractor shall notify CMHA's Project Manager and/or Construction Contract Administrator within 48 hours of the Notice to Proceed and identify the conditions which are preventing Contractor from performing the Work.

3. ARTICLE III A/E'S DUTY, RESPONSIBILITY AND AUTHORITY

3.1. The A/E for this Contract and any successor shall be designated in writing by CMHA.

3.2. The A/E's duties and responsibilities may include, but shall not be limited to:

3.2.1. Attend and conduct the Construction Progress Meetings.

3.2.2. Making periodic visits to the work site and on the basis of his/her on-site inspections, issuing written reports to CMHA which shall include all observed deficiencies.

A. The A/E shall electronically send a copy of the report to CMHA and to the Contractor's designated representative at the site.

3.2.3. Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of Change Orders and other Contract Modifications for issuance to the Contracting Officer.

3.2.4. The A/E may authorize minor changes or alterations in the Work that are consistent with the intent of the Contract Documents and do not involve adjustment of the Contract Sum or Contract Times, or both.

A. The A/E has no authority to authorize the Contractor to perform additional or extra Work for which the Contractor may seek adjustment of the Contract Sum or the Contract Time, or both.

3.2.5. Reviewing and making recommendations with respect to:

A. The Contractor's Construction Progress Schedules;

B. The Contractor's shop and detailed drawings; and

C. The Contractor's price breakdown and progress payment estimates.

3.2.6. Assisting in inspections, signing Certificates of Substantial Completion and Contract Completion, and making recommendations with respect to acceptance of work completed under the Contract; and

3.2.7. Approve or certify applicable forms required under the Contract Documents.

3.3. Site Visits and Observation

3.3.1. The A/E shall notify, advise, and consult with CMHA and protect CMHA against Defective Work throughout completion of the Project, which includes the Correction Period, and for such time period CMHA may extend A/E's services.

A. The A/E should designate a field representative, subject to CMHA's approval, to attend meetings, to observe and check the progress and quality of the Work, and to take action as necessary or appropriate to achieve conformity with the Contract Documents.

B. The A/E shall have its consultants attend to the Project at intervals required by its agreement or required by CMHA.

3.3.2. The A/E is authorized to disapprove or reject Defective Work. The A/E shall immediately notify CMHA any time the A/E disapproves or rejects an item of Work.

3.3.3. The A/E is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for work safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

3.4. Testing and Inspection Services

3.4.1. Unless otherwise specified in the Contract Documents, CMHA shall apply for, secure, and pay for the costs of structural testing and special inspections under the Ohio Building Code; testing including geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, HVAC systems and controls, plumbing and piping, air, and water balancing and testing, or other testing, or approvals required by Applicable Law.

3.5. A/E Review and Approval of Work

3.5.1. Any information the Contractor submits to the A/E is for the sole purpose of determining whether the Work and information is generally consistent with the Contract's intent, and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

3.5.2. By reviewing information submitted by the Contractor, A/E is not taking on responsibility for construction means, methods, manners, techniques, sequences, procedures, or for work safety precautions and programs in connection with the Work.

3.6. Limitation of A/E's Authority

3.6.1. The A/E shall serve as the technical representative for CMHA with respect to architectural, engineering, and design matters related to the Work performed under the Contract.

3.6.2. Subject to the Contractor's responsibility under ARTICLE I, the A/E may provide direction on Contract performance.

3.6.3. Such direction shall be within the scope of the Contract and may not be of a nature which:

A. Institutes additional work outside of the scope of the Contract;

B. Constitutes a change;

C. Causes an increase or decrease in the cost of the Contract;

D. Alters the Construction Progress Schedule;

E. Changes any of the other express terms or conditions of the Contract;

F. Accepts any defective or non-conforming services, Work, or vendor-furnished items;

G. Makes any settlements on CMHA's behalf;

H. Assumes any responsibilities of the Contractor or Subcontractors; or

I. Binds CMHA to any authorizations under, modifications of, or amendments to the Contract Documents other than as expressly providedA/E'S DUTY, RESPONSIBILITY AND AUTHORITY.

3.7. The Contractor acknowledges and agrees that CMHA's legal counsel may from time to time provide legal services to the Project and that in doing so may communicate with the A/E, as CMHA's representative on the Project.

3.7.1. The Contractor agrees that such communications will be privileged communications and, if there is a Claim contemplated or pending, any written communications will be protected by the attorney client privilege and considered confidential work product.

4. ARTICLE IV PRECONSTRUCTION ACTIVITIES

4.1. Pre-construction Conference

4.1.1. Within ten (10) calendar days, unless otherwise indicated by CMHA, of Contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with CMHA representatives; CMHA's A/E, and other interested parties convened by CMHA.

A. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the Contract.

B. CMHA will provide the Contractor with the date, time, and place of the conference.

4.2. Certificate of Insurance

4.2.1. Before commencing work, the Contractor and each Subcontractor shall furnish CMHA with certificates of insurance showing the minimum insurance coverage is in force and will insure all operations under the Contract.

4.3. Building and Trade Permits, Licenses and Codes

4.3.1. The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules, and regulations.

A. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the Contract, all Work installed shall comply with all applicable laws, ordinances, codes, rules, and regulations, as may be amended by any waivers.

B. Before installing the Work, the Contractor shall examine all drawings and the specifications for compliance with applicable laws, ordinances, codes, rules, and regulations bearing on the work and shall immediately report, in writing, any discrepancy it may discover to the CMHA's Project Manager and/or Construction Contract Administrator and the A/E.

i. If required by any governing jurisdiction, CMHA will modify the Contract by change order so that the Work on the Project will conform to the applicable laws, ordinances, codes, rules, and regulations.

C. If the Contractor installs any Work that does not comply with all applicable laws, ordinances, codes, rules, and regulations before providing notice hereunder to CMHA and receiving direction from CMHA, Contractor shall be responsible for all costs resulting from any removal, demolishing, and disposing of any Work that must be replaced or repaired.

4.3.2. Notwithstanding the provisions below, the Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of Work.

A. Where CMHA can arrange for the issuance of all or part of these permits, fees, and licenses, without cost to the Contractor, the Contract amount shall be reduced accordingly.

4.4. Plan Approval and Permits

4.4.1. The A/E shall facilitate the required structural, plumbing, HVAC, and electrical plan reviews during the design phase, as required by the governing jurisdiction for securing an overall building permit to start construction.

4.4.2. The Contractor shall schedule and attend all intermediate and final inspections required for any permit applicable to the Work or any governing jurisdiction.

4.4.3. The Contractor shall schedule with the State Fire Marshal or local fire authority for the life safety inspection for occupancy permits.

4.4.4. The Contractor shall give the A/E and CMHA reasonable notice of the dates and times for any inspections.

A. The Contractor shall pay for all initial inspections and re-inspections required as a result of Contractor's failure to receive approval for its Work.

4.5. Trade Permits and Licenses

4.5.1. The Contractor shall secure and pay the fees for any permit, inspection, or license applicable to the Contractor's particular trade.

4.5.2. Local Permits:

A. The Contractor shall secure and pay the fees for any permits, inspections, licenses, capacity charges, or tap fees required by local authorities having jurisdiction over the Project.

i. The Contractor shall give the A/E and CMHA reasonable notice of the date(s) arranged for inspections.

4.5.3. National Pollutant Discharge Elimination System (NPDES) Storm Water General Permit:

A. The A/E shall secure the NPDES general permit by submitting a Notice of Intent (NOI) application form to the Ohio Environmental Protection Agency at least 45 days prior to the start of construction.

i. The Contractor shall be a co-permitee, if required under Applicable Law.

B. The A/E shall prepare and certify the storm water pollution prevention plan to provide sedimentation and erosion controls at the Project. The A/E shall prepare and process the required Notice of Termination (NOT) prior to Contract Completion.

5. ARTICLE V CONSTRUCTION REQUIREMENTS

5.1. Commencement of Work on Site

5.1.1. Unless CMHA agrees otherwise in writing, the Construction Stage will commence with CMHA issuing the Notice to Proceed and will terminate upon CMHA issuing a Certificate of Contract Completion to the Contractor. The Certificate of Contract Completion will be issued in accordance with the requirements of the Contract Documents and will not occur until after CMHA issues a Certificate of Substantial Completion, a Certificate of Occupancy is issued for the Project, and the Contractor has completed all items on the punch list delivered to Contractor by CMHA as provided in Article IX. The time period for Contract Completion in provided in Section 9.8.

5.1.2. Notice to Proceed:

A. The Contractor shall begin work upon the date indicated in a written Notice to Proceed from CMHA or its designee.

i. The Contractor shall not begin work prior to receiving such notice.

B. Typically, the Notice to Proceed shall be issued within 180 days of CMHA Board of Commissioner Approval.

C. If the Notice to Proceed is not issued with 180 days of CMHA Board of Commissioner Approval, CMHA may, in its sole discretion, terminate the Contract without recourse from the Contractor.

5.2. Environmental Controls

5.2.1. The Contractor shall protect its Work and materials from damage from water, moisture, and other weather, including damage from water run-off from other property or structures, and damage from heat, cold, and humidity.

5.2.2. Contractor is not authorized to use permanent HVAC system without express written authorization from CMHA.

5.2.3. Until the permanent HVAC system is complete and available for use:

A. The Contractor shall make arrangements and pay for installation and maintenance of temporary heating, cooling and ventilating systems; and

B. The Contractor shall pay the costs incurred in operating the temporary heating, cooling and ventilating systems.

5.2.4. When the permanent HVAC system is complete and available for use:

A. The Contractor shall start up and maintain operation of the permanent HVAC system, including filters, and promptly remove temporary heating, cooling and ventilating systems.

B. If the Project consists entirely of new construction, the Contractor shall pay the costs of energy consumed in operating the permanent HVAC system until Substantial Completion.

5.2.5. From the date of Substantial Completion, CMHA shall pay the cost of operating the permanent HVAC system for the occupied portion of the Project.

5.2.6. Use of the permanent HVAC system during construction shall not change, modify or reduce the Contractor's warranty and service obligations under the Contract Documents.

5.3. Construction Procedures

5.3.1. The Contractor is solely responsible for and has control over all construction means, methods, techniques, sequences, and procedures, for safety precautions and programs in connection with the Work, and for coordinating all portions of the Work.

5.3.2. If the Contract Documents give instructions that affect construction means, methods, manners, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety of them and, except as expressly stated herein, be fully and solely responsible for the jobsite safety of the means, manners, methods, techniques, sequences, or procedures.

5.3.3. If the Contractor determines that the means, methods, manners, techniques, sequences, or procedures specified in the Contract Documents may not be safe, the Contractor shall give timely written notice to CMHA.

A. The Contractor shall not proceed with that portion of the Work without further written instructions from CMHA.

5.3.4. Additional Contractor Responsibilities:

A. The Contractor shall lay out and coordinate all lines, levels, elevations, and measurements for all of the Work, coordinate and verify existing conditions, and notify the A/E and CMHA of discrepancies and conflicts before proceeding with installation or excavation.

B. The Contractor shall perform all cutting, fitting, or patching required for the Work and shall not endanger the Project by cutting, excavating, or otherwise altering the Project or any part of it.

C. If the Design requires sleeves for completing the specified Work, the Contractor and all Subcontractors shall coordinate to furnish and install the sleeves.

i. The Contractors are responsible for the exact location of and size of all holes and openings required to be formed or built for the Work.

D. The Contractor's patching shall match and blend with the existing adjacent surfaces.

E. In addition to the items herein, The Contractor is responsible for all items in REF _Ref449941734 \h CONTRACTOR'S RESPONSIBILITIES.

5.4. Utilities

5.4.1. Availability and Use of Utilities

A. If CMHA has existing access to utilities, CMHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and service as specified herein so long as the utility use does not interfere with CMHA's operations.

i. Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to CMHA or where the utility is produced by CMHA, at reasonable rates as determined by CMHA.

ii. The Contractor shall carefully conserve any utilities furnished by CMHA without charge.

B. The Contractor, at its expense and in a manner satisfactory to CMHA, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges.

i. Before final acceptance of the Work by CMHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

5.4.2. The Contractor shall comply with the requirement of the Ohio Revised Code, including ORC.

A. In addition, before starting excavation or trenching, the Contractor shall determine the location of any underground utilities and notify any public authority or utility having jurisdiction over the Project and secure any required approval.

5.4.3. The Contractor shall give CMHA at least two (2) business days advance notice of excavation of underground utilities registered with the Ohio Underground Utility Protection Services ("OUPS") and underground utilities shown on the drawings and Specifications who are not registered member of OUPS.

A. The Owner of an underground utility is required within 48 hours' notice to stake, mark, or otherwise designate the location for its utilities in the construction area together with its approximate depth.

B. In the event that any underground utility owner fails to timely perform, the Contractor shall notify the A/E and contact CMHA regarding the failure of the underground utility to timely perform its work.

5.4.4. Water and Drainage

A. The Contractor shall provide water necessary for the Work until the permanent plumbing system is available for use.

B. The Contractor shall provide all temporary drainage and all dewatering necessary for the Work and shall employ pumps, trenches, drains, sumps, and any other equipment necessary or required to provide satisfactory working conditions for the protection, execution, and completion of the Project. The Contractor shall be responsible for determining the specific means and methods to be used for dewatering.

C. The Contractor shall make arrangements and pay for installation and maintenance of temporary plumbing systems until the permanent plumbing system is available for use.

D. When the permanent plumbing system is complete and available for use:

i. The Contractor shall start up and maintain operation of the permanent plumbing systems, and make arrangements and pay for removal of temporary plumbing systems.

ii. If the Project consists entirely of new construction, the Contractor shall pay the costs of water consumed and sewage charges until Substantial Completion.

iii. If the Project is a renovation of an existing building or structure, addition(s) to an existing building or structure, or any combination of new construction and renovation work that does not allow separate metering of utilities, CMHA shall pay the costs of water consumed and sewage charges.

(a) If separate metering of utilities is available, the Contractor and CMHA will pay the costs of their respective use.

E. After the date of Substantial Completion, CMHA shall pay the costs of water consumed and sewage charges for the occupied portion of the Project.

F. Use of the permanent plumbing system during construction shall not change, modify, or reduce the Contractor's warranty and service obligations under the Contract Documents.

5.4.5. Electric Service

A. The Contractor shall provide temporary light and power; pay the charges for temporary electric service, installation, and removal if required.

B. If the Project consists entirely of new construction, the Contractor shall pay the cost of energy consumed until Substantial Completion.

C. If the Project is a renovation of an existing building or structure, addition(s) to an existing building or structure, or any combination of new construction and renovation work that does not allow separate metering of utilities, CMHA shall pay the cost of energy consumed.

i. If separate metering of utilities is available, the Contractor and CMHA will pay the costs of their respective use.

D. From the date of Substantial Completion, CMHA shall pay the cost of energy consumed for the occupied portions of the Project.

E. Use of the permanent electrical system during construction shall not change, modify, or reduce the Contractor's warranty and services obligations under the Contract Documents.

5.4.6. Payment of Utility Services

A. Unless otherwise expressly stated in the Contract Documents, Contractor shall reimburse CMHA the cost of utility services during the Construction Period.

B. Unless otherwise expressly stated in the Contract Documents, payment for reimbursement of CMHA for the cost of utility services during the Contract Period shall be made directly to CMHA.

i. If payment is not received, CMHA may deduct the cost of utility services from payments otherwise due to the Contractor.

ii. If the payments otherwise due to the Contractor are not sufficient to fully reimburse CMHA, either Contractor or its surety shall make whatever payments are necessary to fully reimburse CMHA.

C. Process for Payment:

i. Reimbursement from the Contactor shall be performed on a quarterly basis unless a more frequent payment schedule is agreed upon between CMHA and the contractor prior to start of the project.

5.4.7. Hoisting Facilities

A. The Contractor shall erect and maintain any hoisting equipment required for its Work.

B. If the electric service requirements of hoisting facilities differ from that available at the Site, the Contractor shall provide and pay for all necessary connections.

C. If a permanent elevator is identified in the Contract Documents to be used for hoisting materials or personnel during construction, the Contractor shall furnish an extended warranty and service contract in effect until the expiration of the Correction Period.

5.4.8. Interruption of Existing Services

A. Whenever it becomes necessary to interrupt existing services in use by CMHA or its tenants, including, but not limited to, sewer, water, gas, steam lines, electric, telephone, and cable service, the Contractor shall continue the associated Work on a non-stop 24-hour per day basis until that Work is completed and the service restored, or perform the associated Work at an alternate time as required by and in coordination with CMHA.

B. Before beginning that Work, the Contractor shall apply in writing to, and receive approval in writing from CMHA to establish a time when interruption of the service will cause a minimum of interference with the activities of CMHA and its tenants.

5.5. Construction Supervision

5.5.1. Unless waived by CMHA in writing, the Contractor shall provide continuous supervision at the Site through a competent project manager or superintendent when any Work is being performed.

A. The Contractor's project manager or superintendent shall not be involved with any work for Contractor other than the Project.

5.5.2. The Contractor's project manager and superintendent shall each have responsibility and authority to act on behalf of the Contractor.

A. All communication to the Contractor's project manager and superintendent shall be binding as if given directly by the Contractor.

5.5.3. The Contractor shall submit an outline of the qualifications and experience of the Contractor's proposed project manager and superintendent, including references, to CMHA no later than two (2) business days after request from CMHA.

A. For all Subcontracts in excess of $200,000 and for all other Subcontracts requested by CMHA, the Contractor shall submit an outline of the qualifications and experience of the Subcontractor's proposed project manager and proposed superintendent, including references, to CMHA no later than two (2) business days after CMHA's request.

B. CMHA may reject the Contractor or Subcontractor's proposed project manager and/or proposed superintendent.

i. If CMHA does not notify the Contractor of the rejection within thirty (30) calendar days after receiving the required information, it shall then indicate that CMHA does not have an objection, but does not affect CMHA's rights under the Contract Documents or any other provision relative to the project manager or superintendent.

C. If CMHA rejects the Contractor or Subcontractor's proposed project manager or proposed superintendent, the Contractor shall replace, or cause the Subcontractor to replace the project manager or superintendent (as appropriate) with someone acceptable to CMHA at no additional cost.

5.5.4. If CMHA does not object the proposed project manager or superintendent, the Contractor and its Subcontractor shall not replace their respective project managers and superintendents without prior written approval of CMHA.

5.6. Construction Progress Schedule

5.6.1. The Contractor shall, no later than seven (7) calendar days of the issuance of the Notice to Proceed or another period of time determined by the CMHA, prepare and submit to CMHA for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the Work, the dates on which the Contractor contemplates starting and completing the several salient features of the Work (including acquiring labor, materials, and equipment).

A. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period.

i. The Chart must be in a Critical Path Method (CPM) format.

B. If the Contractor fails to submit a schedule, that is acceptable to CMHA, within the time prescribed, CMHA may withhold approval of progress payments or take other remedies under the Contract until Contractor submits the required schedule that is acceptable to CMHA.

5.6.2. The Contractor shall monitor the Work for conformance with the Construction Progress Schedule and shall initiate revisions as required herein.

5.6.3. The Contractor shall enter the actual progress on the Construction Progress Schedule as required by CMHA, and after each update, Contractor shall immediately deliver three copies of the annotated Construction Progress Schedule to CMHA.

A. If CMHA determines, upon the basis of inspection conducted, herein that the Contractor is not meeting the approved Construction Progress Schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by CMHA, without additional cost to CMHA.

B. If the Contractor is not meeting the approved Construction Progress Schedule, CMHA may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as CMHA deems necessary to demonstrate how the approved rate of progress will be regained.

5.6.4. Failure of the Contractor to comply with the requirements of CMHA shall be grounds for a determination by CMHA that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract.

A. Upon making this determination, CMHA may terminate the Contractor's right to proceed with the work, or any separable part of it.

5.6.5. Unless otherwise agreed to in writing, the Contractor shall develop the Construction Progress Schedule using commercially available, personal computer software acceptable to CMHA and shall submit all baseline and updated schedules to CMHA in the schedule's native format.

A. This submission shall be in both electronic and paper format.

5.6.6. The Construction Progress Schedule shall not exceed the time limits under the Contract Documents, shall provide for reasonable, efficient, and economical execution of the Project and shall relate to the entire project to the extent required by the Contract Documents.

A. In the event that a Construction Progress Schedule submitted by Contractor shows a completion date that extends beyond the Contract Time permitted to Contractor in the Contract Documents, such Construction Progress Schedule shall not be deemed to modify the Contract Time permitted in the Contract Documents. The Contract Time can only be changed by a properly executed Change Order.

5.6.7. The Contractor shall use the Construction Progress Schedule to plan, organize, and execute the Project, record and report actual performance and progress, and show how it plans to coordinate and complete all remaining work by Contract Completion within applicable Milestones.

A. The Project participants shall use the Construction Progress Schedule as a tool for scheduling and reporting sequences and/or the progress of the Work.

B. The Contractor shall provide a clear graphics legend and other data including without limitation Milestone dates, constraints, and other items required by the Project and CMHA.

C. Each submission shall show CMHA's Project number and Project name, and provide a signature approval and date line for the Contractor.

5.6.8. The Contractor shall provide the following in each Construction Progress Schedule:

A. Activity identification and description of each activity broken down to a maximum duration that is appropriate for the activity;

B. Contractor or Subcontractor performing each task;

C. Contractor's resources and crew size for each activity; and

D. Provide early start, early finish, late start, late finish dates.

5.6.9. Each Construction Progress Schedule shall show predecessor activities and successor activities for each activity, entry free float, total float and percentage of completion, and identify the appropriate predecessors and successors for all related activities.

5.6.10. The Construction Progress Schedule shall show all submittal dates, review and approval durations for coordination drawings, Shop Drawings, other action submittals and mock-up Work.

5.6.11. The Contractor shall submit the initial and all updates of the Construction Progress Schedule in graphic and tabular form to CMHA.

A. With each monthly Construction Progress Schedule update, the Contractor shall include a list of all changes to the previously approved baseline schedule or monthly updated schedule.

5.6.12. The Construction Progress Schedule shall be managed using early start dates and early finish dates.

A. The Contractor must exhaust all existing float before claiming additional time for a Change Order.

5.6.13. The Contractor's failure to submit and properly maintain an approved Construction Progress Schedule may result in withholding payment in accordance with the Contract Documents.

5.6.14. For each Progress Meeting, the Contractor shall provide a 2-6 week look-ahead schedule, as appropriate for the Project.

5.6.15. On a monthly basis, the Contractor shall prepare and submit to CMHA a written report describing:

A. Activities begun or finished during the preceding month;

B. Activities in progress and expected completion;

C. Activities to be started or finished in upcoming month including, without limitation, the Contractor's workforce size and total resource hours associated with those activities;

D. Recommendations for adjusting the Construction Progress Schedule to meet Milestone dates, the Substantial Completion date and the Contract Completion date; and

E. Other information requested by CMHA.

5.6.16. If it is apparent that the Contractor may be unable to meet Critical Path activities, Milestone completion dates, the Substantial Completion date(s) or the Contract Completion date, CMHA shall direct the Contractor to submit within three (3) business days a Recovery Plan to avoid or minimize a delay in the Project.

5.6.17. A Recovery Plan shall include, without limitation, adjustments to one or more of the following:

A. Workforce

B. Hours per shift

C. Shifts per workday

D. Workdays per week

E. Equipment

F. Activity logic

5.6.18. If CMHA approves the Recovery Plan, the Contractor shall prepare a revised Construction Progress Schedule within three (3) business days to CMHA.

A. If CMHA rejects the Recovery Plan, the Contractor shall submit, within three (3) days of CMHA's rejection, an alternate Recovery Plan to CMHA in writing for review and in accordance the Contract Documents.

5.6.19. The Contractor shall update the Construction Progress Schedule on a monthly basis, or other interval as approved by CMHA, in accordance with the Contract Documents.

A. The Contractor shall submit a tabular copy showing all changes to the previously approved schedule including, without limitation, logic, float, and actual start date of activities.

i. The original or initially approved Construction Progress Schedule and all subsequent Construction Progress Schedules submitted by the Contractor, and accepted by CMHA, shall serve as an affirmation that the Contractor agrees to meet the applicable requirements and updated Construction Progress Schedule.

B. The Contractor's failure to timely submit updated Construction Progress Schedules as deemed necessary by CMHA may result in withholding payments in.

5.7. Progress Meetings

5.7.1. Unless otherwise indicated in writing, CMHA shall schedule weekly Progress Meetings for the Contractor and other persons involved in the Project as deemed necessary for coordination of the Work by CMHA, including Contractor's Subcontractors on the Project.

A. The purpose of the Progress Meeting is to review progress on the Project during the previous week, discuss anticipated progress during the following weeks, review critical operations, and discuss critical problems.

5.7.2. The Contractor shall be represented at every Progress Meeting by a person authorized with signatory authority to make decisions regarding possible modifications of the Contract Documents or Construction Progress Schedule.

A. CMHA shall notify the Contractor and other persons involved in the Project of the time and place of the Progress Meeting that shall thereafter be the same day and hour of the week for the duration of the Project, unless CMHA notifies the Contractor and other Persons involved in the Project of a different day and hour at least two (2) business days in advance.

B. The Contractor shall have any of its Subcontractors attend the Progress Meeting as determined by the Contractor, or as requested by CMHA.

C. Unless otherwise indicated in writing, CMHA shall prepare a written report of each Progress Meeting and distribute the report to the A/E and the Contractor.

D. If any person in attendance objects to anything in a report of a Progress Meeting, the person shall notify CMHA and any other affected person in writing explaining the objections within seven (7) calendar days of receipt of the Progress Meeting report.

E. The report of each Progress Meeting shall reflect any objection made to the report of the previous Progress Meeting and any response.

5.8. Project Coordination

5.8.1. If determined needed by CMHA, the Contractor or Subcontractor(s), the Contractor shall prepare Coordination Drawings for any Coordination Area.

A. The Contractor shall prepare the Coordination Drawings with Computer-Aided Design ("CAD") or Building Information Modeling ("BIM") software acceptable to CMHA.

B. The Coordination Drawings shall show the all affected work, including without limitation, plan and elevation dimensions.

5.8.2. After the Contractor completes the Coordination Drawings, the Contractor shall forward a copy of the Coordination Drawings to CMHA.

A. The A/E shall report any concerns in writing to the Coordination Participants within fourteen (14) calendar days after receiving the Coordination Drawings.

5.9. Additional Tests and Inspections

5.9.1. If the A/E or CMHA determines that any portion of the Work requires special inspection, testing, or approval not otherwise required under the Contract Documents, the A/E and/or CMHA shall order such inspection, testing, or approval.

5.9.2. If the special inspection, testing, or approval reveals Defective Work, the Contractor shall pay all associated costs and will not be entitled to any related adjustment of the Contract Times.

A. Those costs may include without limitation:

i. The cost of special inspection, testing, or approval;

ii. The cost of additional special inspections, testing, or approvals, to evaluate Remedial Work;

iii. The cost of correcting Defective Work; and

iv. All related CMHA-incurred fees and charges of contractors, engineers, architects, attorneys, and other professionals.

5.9.3. CMHA may deduct the costs described under the Contract Documents from payments then or thereafter due the Contractor.

A. If payments then or thereafter due to the Contractor are not sufficient to cover those amounts, the Contractor or it surety shall immediately pay the amount of the insufficiency to CMHA.

5.9.4. If the special inspection, testing, or approval reveals that the Work complies with the Contract Documents, and the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of the special inspection, testing, or approval, the Contractor may file a Claim by requesting a Change Order by giving written notice within seven (7) calendar days after the special inspection, testing, or approval.

5.9.5. If the Contractor is aware of the need of an inspection, testing, or approval, or of a need to have any inspection, testing, or approval completed by a particular time to avoid delay, then the Contractor shall timely communicate such information to CMHA.

5.9.6. Except as described in Additional Tests and Inspections, CMHA shall pay for any inspection, testing, or approval that did not become a requirement until after award of the Contract.

5.9.7. The Contractor shall coordinate with and give CMHA reasonable notice of the anticipated dates of all inspections, testing, or approvals.

5.10. Review of Contract Documents

5.10.1. Before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Site affecting it.

5.10.2. If the Contractor finds any perceived ambiguity, conflict, error, omission, or discrepancy on or between any of the Contract Documents, or between any of the Contract Documents and any Applicable Law, the Contractor, before proceeding with the Work, shall promptly submit a Request for Information ("RFI") to CMHA for an interpretation or clarification.

A. Before submitting any RFI, the Contractor shall carefully review the Contract Documents to ensure that the Contract Documents do not answer the RFI.

B. If Contractor indicates that the information requested in the RFI affects the critical path of the Project's Construction Progress Schedule and attaches the portion of the Project's Construction Progress Schedule that verifies that the information requested in the RFI affects the critical path, CMHA shall make all reasonable efforts to respond to the RFI within seven (7) business days of receiving the RFI.

5.10.3. If the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of clarifications or instructions issued in response to a RFI, the Contractor may submit a Claim by requesting a Change Order by giving notice within three (3) business days of receiving the RFI response.

5.10.4. If Contractor does not notify CMHA in accordance with 5.10.3 or any other section that addresses adjustments to the Contract Sum and Contract Time, the Contractor will have accepted the RFI response without an adjustment to the Contract Sum or Contract Time and irrevocably waives his right to submit or request an adjustment to the Contract Sum and/or Contract Time.

5.10.5. Frivolous RFI

A. If the Contractor submits a frivolous RFI, as determined by CMHA, Contractor shall be liable to CMHA for the costs related to the review and response of the RFI.

i. CMHA may deduct the costs described herein from payments then or thereafter due the Contractor.

ii. If payments then or thereafter due to the Contractor are not sufficient to cover CMHA's costs, the Contractor or it surety shall immediately pay the amount of the insufficiency to CMHA.

B. Frivolous RFIs may be returned unanswered.

5.10.6. Delays caused by improper or frivolous RFI's are the sole responsibility of the Contractor who shall waive the Contractor's right to seek adjustments to the Contract Sum and Contract Time.

5.11. Site Investigation and Conditions Affecting the Work

5.11.1. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including, but not limited to:

A. Conditions bearing upon transportation, disposal, handling, and storage of materials;

B. The availability of labor, water, electric power and roads;

C. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;

D. The conformation and conditions of the ground; and

E. The character of equipment and facilities needed preliminary to and during work performance.

5.11.2. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by CMHA, as well as from the drawings and specifications made part of this contract.

A. Any failure of the Contractor Site Investigation and Conditions Affecting the Work will not relieve the Contractor from responsibility for properly estimating or properly evaluating the difficulty and cost of successfully performing the Work without additional expense to CMHA.

5.11.3. CMHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by CMHA.

A. Nor does CMHA assume responsibility for any understanding reached or representations made concerning conditions which can affect the Work by any of its officers or agents before execution of this Contract, unless that understanding or representation is expressly stated in this Contract.

5.12. Protection of the Project

5.12.1. The Contractor shall protect the Project from weather and maintain the Work and all materials, apparatus, and fixtures free from injury or damage until Substantial Completion of the Work.

A. The Contractor shall at all times cover or protect the Work and materials.

B. The Contractor, at its own expense, shall remove, and replace with new, any Work damaged as a result of the Contractor's failure to provide coverage or protection.

C. After the date of Substantial Completion of the Work, CMHA is responsible for protecting and maintaining all materials, apparatus, and fixtures for the occupied portion of the Project from injury or damage.

5.12.2. The Contractor shall protect the Project and existing or adjacent property from damage at all times and shall erect and maintain necessary barriers, lateral support, furnish and keep lighted necessary danger signals at night, and take reasonable precautions to prevent injury or damage to individuals or property.

5.12.3. Temporary Heating

A. The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to protect all Work and materials against damage by dampness and cold, to dry out the Work, and to facilitate the completion of Work.

B. Any permanent heating equipment used by Contractor or Subcontractors shall be turned over to CMHA in the condition and at the time required by the specifications.

5.12.4. The Contractor shall not load, or permit any part of the Project to be loaded, in any manner that endangers the Project, or any proportion thereof.

A. The Contractor shall not subject any part of the Project or existing or adjacent property to stress or pressure that endangers the Project or property.

5.12.5. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work sites, which are not to be removed under this Contract, and which do not unreasonably interfere with the Work required under this Contract.

B. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place.

i. If any limbs or branches of trees are broken during performance of this Contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as specifically directed by CMHA.

C. The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor.

i. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

D. The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the Project.

E. Any equipment temporarily removed as a result of work under this Contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this Contract.

F. New work which connects to existing Work shall correspond in all respects with that to which it connects and/or be similar to existing Work unless otherwise required by the specifications.

G. No structural members shall be altered or in any way weakened without the written authorization of CMHA, unless such work is clearly specified in the Plans or specifications.

H. If the removal of the existing Work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious.

i. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different plans or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

I. The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before commencement of any Work.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless CMHA, from and against all claims, (whether alleged or proven), demands, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs arising out of or related to the settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which CMHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

K. The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the work.

i. If the Contractor fails or refuses to repair the damage promptly, CMHA may have the necessary Work performed and charge the cost to the Contractor.

5.12.6. Vibration, Noise, and Dust Control

A. The Contractor shall provide controls/barriers for vibrations, noise, and dust control in occupied buildings as required by the construction operations.

B. The Contractor will not be permitted to exhaust or release unfiltered air, dust, construction debris, or other undesirable products into the exterior atmosphere or into occupied areas of the building.

i. CMHA may limit or stop the Work if the Contractor does not maintain proper air-quality standards.

ii. Such stoppage may result in a charge to the Contractor.

C. In certain occupied buildings, tasks might be of such a nature that noise and vibration cannot be tolerated.

i. In such spaces and as approved by CMHA, Work may be scheduled for other than normal working hours.

ii. The Contractor is cautioned that weekend or overtime work, if required, shall be performed at no additional cost.

iii. Permission to work other than standard hours shall be received from CMHA prior to the occurrence.

iv. Weekend or overtime Work shall be reflected in the Construction Progress Schedule.

D. The Contractor is responsible for vibration control and control of transmission of noise arising from the Work.

E. Principal considerations that shall be given to noise and vibrations control are:

i. Noise control in compliance with Occupational Safety and Health Administration (OSHA) shall be for all areas of the facility, including equipment rooms, boiler rooms, and fan rooms.

ii. Vibration control to limit sound produced by construction equipment, and for protection of the equipment existing in the building and the building structure.

iii. Vibration control to provide for the maximum usefulness of the facility by keeping levels of vibration within ranges conducive to peaceful enjoyment of residential living or work or other uses for which the facility was designed

5.13. General Warranty - Materials, Equipment and Workmanship

5.13.1. The Contractor warrants to CMHA and A/E that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise.

A. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit.

B. Work, materials, or equipment not conforming to these requirements may be considered defective.

C. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

D. If required by the A/E, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

5.13.2. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless CMHA from and against all claims, (whether alleged or proven), demands, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to the Contractor's breach of any warranty obligations.

A. The Contractor's obligation shall be joint and several.

5.13.3. Additional Warranties

A. The Contractor gives the Owner the following additional warranties:

i. If the Contractor's Work includes all or part of the exterior roofing system, provided that the A/E has designed the roofing system to be weather tight, the Contractor warrants that the roofing system will be weather tight; and

ii. If the Contractor's Work includes all or part of the exterior wall system, provided that the A/E has designed the wall system to be weather tight, the Contractor warrants that the wall system will be weather tight.

(a) Weather tight shall mean the roofing and/or wall system does not permit any infiltration of water in any form that would have any adverse effect on the Owner's operations or the Project.

5.13.4. The Contractor shall, prior to Contract Completion and as a condition precedent to final payment to Contractor, assign to CMHA all manufacturer's warranties related to the materials and labor used in the Work and further agrees to perform the Work in such manner as to preserve any and all such manufacturer's warranties and deliver to the A/E the warranties, project manual, operating procedures, and other materials related to each of the building systems and materials included in the Contractor's Work and as required by the Specifications.

5.13.5. Upon notice of the breach of any of the warranties or guarantees identified herein, or any other warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, shall commence to correct such breach and all damage resulting therefrom within two (2) business days from written notice thereof, thereafter use its best efforts to correct such breach and damage to the satisfaction of CMHA and A/E, and, except when an extension of time is granted in writing by CMHA, correct such breach and damage to the satisfaction of CMHA within thirty (30) calendar days of such notice, or such other time as provided in the notice; provided, however, that if such notice is given after final payment the 2-day period shall be extended to seven (7) calendar days.

A. If the Contractor fails to commence to correct such breach and damage, or to correct such breach or damage as provided above, the Owner, without prejudice to any of its other rights or remedies at law or under the Contract Documents, may correct the breach without further notice to Contractor.

B. The Contractor shall pay the Owner's reasonable costs and expenses incurred in connection with the or related to such correction and/or breach, including without limitation the Owner's administrative, legal, and consulting expenses and additional service fees of the A/E.

C. The foregoing warranties and obligations of the Contractor shall survive final payment and/or termination of the Contract and shall not be limited by any other terms contained in the Contract Documents.

D. If the Contractor fails to pay the Owner any amounts due hereunder, the Contactor shall pay the Owner, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

5.13.6. Contractor shall bring to or store at the Site only the materials and equipment required for the Work.

A. If possible, materials and equipment should be installed in their final positions when brought to the Site.

5.13.7. All equipment, material, and articles furnished under this Contract shall be of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract.

A. References in the Contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

B. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by CMHA in writing, is equal to that named in the specifications, unless otherwise specifically provided in this Contract so long as Contractor has submitted a substitution request to CMHA.

C. If the substituted material has not been approved by CMHA in writing, the substituted material may be considered Defective Work by CMHA or A/E.

5.13.8. Approval of Equipment and materials

A. The Contractor shall obtain CMHA's approval of the machinery and mechanical and other equipment to be incorporated into the work.

i. When requesting approval, the Contractor shall furnish to CMHA the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment

ii. When required by this contract or by CMHA, the Contractor shall also obtain CMHA's approval of the material or articles which the Contractor contemplates incorporating into the work.

iii. When requesting approval, the Contractor shall provide full information concerning the material or articles.

iv. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

B. When required by the specifications or CMHA, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid.

i. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

C. Certificates shall be submitted electronically in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements.

i. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

D. Approval of a sample shall not constitute a waiver of CMHA's right to demand full compliance with contract requirements.

i. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

E. Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other Contract requirements.

i. CMHA may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples.

ii. Check tests will be made on materials delivered for use only as frequently as CMHA determines necessary to insure compliance of materials with the specifications.

iii. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

F. After approval, samples will be kept in the Project office until completion of work.

i. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

G. Requirements concerning lead-based paint

i. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act.

5.13.9. Substitutions

A. If the Contractor provides approved Substitutions that require changes to the Contract Documents, the Contractor shall be solely responsible for the additional costs incurred as a result, including without limitation changes to the design by the A/E.

B. CMHA shall consider Requests for Substitutions after the bid opening only when the Contractor can conclusively demonstrate CMHA the following conditions:

i. The specified Basis of Design Components, Acceptable Components, or previously approved Substitutions through no fault of the Contractor are not available; or

ii. The specified Basis of Design Components, Acceptable Components, or previously approved Substitutions will not perform as designed or intended.

C. The Contractor's incorporation of unapproved Substitutions in the Work shall constitute Defective Work.

D. If the Contractor provides an unacceptable Component, the Contractor shall be solely responsible for the costs of coordination and modification required.

5.14. Specifications and Drawings for Construction

5.14.1. The Contractor shall keep on the work site a stamped, permit set of the drawings and specifications and shall at all times give CMHA access thereto.

A. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

B. In case of difference between drawings and specifications, the specifications shall govern.

C. In case of a discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to CMHA, who shall promptly make a determination in writing.

D. Any adjustment by the Contractor without such determination shall be at its own risk and expenses.

E. CMHA shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

5.14.2. Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of CMHA is intended.

5.14.3. Where "shown," indicated", "detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this Contract unless otherwise stated, the word "provided" as used herein shall be understood to mean "provide complete in one place" that is "furnished and installed".

5.14.4. "Shop Drawings" means drawings, submitted to CMHA by the Contractor, subcontractor or any lower tier subcontractor, showing in detail, 1) the proposed fabrication and assembly of structural elements and 2) the installations (i.e., form, fit, and attachment details) of materials of equipment.

A. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the Contract.

B. CMHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

5.14.5. If this Contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other Contract requirements and shall indicate its approval thereon as evidence of such coordination and review.

A. Shop Drawings submitted to the A/E without evidence of the Contractor's approval may be returned for resubmission.

B. CMHA will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate CMHA's reasons therefore.

C. Any Work done before such approval shall be at the Contractor's risk.

D. Approval by the A/E shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this Contract, except with respect to approved variations.

5.14.6. If shop drawings show variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission.

A. If the A/E approves any such variation and CMHA concurs, CMHA shall issue an appropriate modification to the Contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

5.14.7. It shall be the responsibility of the Contractor to make timely requests to CMHA for such large scale and full size drawings, color schemes, and other additional information, not already in possession, which shall be required in the planning and production of the work.

A. Such requests may be submitted as the need arises, but each such request shall be filed with ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

5.14.8. The Contractor shall electronically submit to CMHA for approval (unless otherwise indicated) all shop drawings as called for under the various headings of the specifications.

A. As required by CMHA, the Contractor, upon completing the work under this Contract, shall furnish a complete set of drawings as finally approved.

B. These drawings show all changes and revisions made up to the time the work is completed and accepted.

5.14.9. Specifications and Drawings for Construction shall be included in all Subcontracts at any tier.

A. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by Subcontractors are submitted to CMHA.

5.15. As Built Drawings

5.15.1. "As-built drawings," means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or Work as actually completed under the Contract.

A. "As-built drawings" shall be synonymous with "Record Drawings".

5.15.2. As required by CMHA, the Contractor shall provide CMHA accurate information to be used in the preparation of permanent as-built drawings.

A. For this purpose, the Contractor shall record on one set of Contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

5.15.3. As Built Drawings shall be included in all subcontracts at any tier.

5.15.4. It shall be the responsibility of the Contractor to ensure that all As-Built Drawings prepared by Subcontractors are submitted to CMHA.

5.16. Project Document Maintenance and Submittal

A. During Construction

i. The Contractor shall maintain in good order at a secure location on the Site:

(a) A complete copy of all Contract Documents; Shop Drawings, Product Data, samples and similar required submittals; manufacturer operating and maintenance instructions; certificates; warranties; RFIs and responses thereto; and other Project-related documents, all marked currently and accurately to record field changes and selections made during construction and to show actual installation where installation varies from Work as originally shown, including the exact location and depth of underground utility lines; and

(b) A set of Drawings as approved by any applicable jurisdiction and Specifications.

B. Before submitting each Contract Payment Request, the Contractor shall record all changes on the Contract Documents, neatly in a contrasting color, noting new information not shown on the original Contract Documents.

i. Failure to record all changes may cause payment to be withheld or delayed by CMHA.

C. The Contractor shall keep a record of changes made to the Specifications, noting particularly any approved variation from manufacturer's installation instructions and recommendations.

D. If the Contractor uses Shop Drawings to indicate as-built conditions, the Contractor shall cross-reference the Shop Drawing sheet numbers to the corresponding sheet numbers on the Contract Documents.

i. The Contractor shall note related numbers where applicable.

5.16.2. Before Contract Completion

A. The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and final payment, shall organize the As-Built Documents into manageable sets, bind the sets with durable paper cover sheets, and deliver the As-Built Documents to CMHA.

B. The Contractor's As-Built Documents submission shall include, but is not limited to:

i. Certificate of Occupancy;
ii. Inspection certificates for pressure piping, elevator, boiler, electrical, plumbing or piping purification, etc.
iii. Letter of Approval from the local fire authority or State Fire Marshal for the fire suppression system;
iv. Operation and Maintenance Manuals, organized into suitable sets of manageable size;
v. Indexed data bound in individual binders, with pocket folders for folded sheet information and appropriate identification marked on the front and the spine of each binder;
vi. Neatly and accurately marked sets of As-Built Documents, and other Contract Documents reflecting the actual construction of the Project;
vii. Detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems, and components;
viii. Assignment to CMHA of all warranties and guarantees, including the most-recent address and telephone number of any Subcontractors or manufacturers;
ix. An affidavit to certify that all Subcontractors have been paid in full for all Work performed or materials furnished for the Project;
x. A final lien waiver for both the Contractor and all Subcontractors of any tier;
xi. Final certified payroll reports; and
xii. An affidavit to certify that the Contractor and each of its Subcontractors, regardless of tier, have complied with all requirements of ORC.

C. By submitting the As-Built Documents to CMHA, the Contractor certifies that it's As-Built Documents are complete, correct, and accurate.

5.17. Temporary Buildings and Transportation of Materials

5.17.1. Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of CMHA and shall be built with labor and materials furnished by the Contractor without expense to CMHA.

A. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.
B. With the written consent of CMHA, the buildings and utilities may be abandoned and need not be removed.

5.17.2. The Contractor shall, as directed by CMHA, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by CMHA.

A. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation.
B. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage.
C. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

5.18. Facilities

5.18.1. The Contractor shall provide and maintain in a clean condition:

A. Suitable facilities, including temporary facilities, equipment, services, and enclosed storage for its use at the Site;
B. Adequate space, equipment, and furnishings to conduct progress meetings, and store approved documents and permits; and
C. Adequate sanitary facilities for use by all Persons at the Site.

5.19. Progress Cleaning

5.19.1. The Contractor shall remove all waste materials, rubbish, and mud attributable to the Work in accordance with the Specifications, if applicable, and to an appropriate disposal location at, or near, the Site.

5.19.2. The Contractor shall perform weekly broom cleaning of hard flooring surfaces in the area of the Work.

5.19.3. The Contractor shall remove, at the end of each working day or more frequently, as appropriate, for the Project, all waste materials and rubbish from the disposal location at, or near, the Site.

5.19.4. The Contractor shall remove, as appropriate for the Project or as the A/E or CMHA directs, any waste materials or rubbish from areas adjacent to the Project.

5.19.5. The Contractor shall dispose of waste materials, rubbish, and construction debris in a lawful manner in approved recycling facilities or landfills and record of such disposal shall be available upon written request of CMHA.

5.19.6. If the Contractor fails to clean up during the progress of the Work, CMHA may clean up on behalf of the Contractor and at the Contractor's expense.

A. If the Contractor fails to maintain the areas adjacent to the Project clean and free of waste materials and rubbish, CMHA may also direct the local jurisdiction responsible for the area to have the area cleaned to its satisfaction at the Contractor's expense.

B. CMHA may deduct the cleaning costs from payments then or thereafter due the Contractor.

i. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to CMHA.

5.19.7. The Contractor shall remove excavated material and spoil to a suitable off-site location approved by CMHA.

A. If CMHA designates a location on its property for disposal or storage of clean topsoil and/or subsoil in the Contract Documents, the Contractor shall remove such materials to the designated location.

5.20. Use of Premises

5.20.1. The Contractor shall use corridors, stairs, and elevators as designated by CMHA and only during those times that are designated by CMHA.

A. The Contractor shall exercise extreme care to not exceed the carrying capacity of elevators or damage the cab interior in any way.

5.20.2. Loitering or wandering through interior of buildings or exterior grounds outside the limits of the Work will not be permitted.

5.20.3. The Contractor shall confine its apparatus, materials, and the operations of its workers to the limits indicated by law, ordinances, permits and the directions of CMHA.

5.20.4. Unless expressly required or approved by CMHA, no signs or advertising of any kind will be permitted on or about the Site, except those appearing on trucks and trailers.

5.20.5. CMHA Use of Premises / Possession Prior to Completion

A. CMHA shall have the right to take possession of or use any completed or partially completed part of the Work.

i. Before taking possession of or using any work, CMHA shall furnish the Contractor a list of items of Work remaining to be performed or corrected on those portions of the Work that CMHA intends to take possession of or use.

ii. However, failure of CMHA to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the Contract.

iii. CMHA's possession or use shall not be deemed acceptance of Work under the Contract.

B. While CMHA has such possession or use, the Contractor shall be relieved of the responsibility for:

i. The loss of or damage to the Work resulting from CMHA's possession or use, notwithstanding the terms herein;

ii. All maintenance costs on the areas occupied; and

iii. Furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore.

C. If requested by the Contractor and if prior possession or use by CMHA delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment shall be made in the Contract Sum, the Contract Time, or both, and the Contract shall be modified in writing accordingly.

5.21. Smoking and Tobacco Products

5.21.1. Smoking is not permitted at any property under construction, unless CMHA has a specifically designated area for smoking, and is not permitted within 50 feet of any entrance of a CMHA owned building.

A. This prohibition applies to new construction and rehabilitation.

B. The Contractor shall enforce these restrictions on any individual employed by the Contractor, or a Subcontractor.

5.22. Correction of the Work

5.22.1. Before Substantial Completion

A. If the Contractor provides Defective Work or fails or neglects to perform the Work in accordance with the Construction Progress Schedule, CMHA or the A/E may issue a written notice to the Contractor and Contractor's Surety directing the Contractor to correct the Defective Work or recover schedule deficiencies.

i. Unless otherwise specified in that written notice, the Contractor shall begin to correct the Defective Work and recover the schedule deficiencies within no more than three (3) business days after CMHA issues the written notice.

B. If the Contractor fails to commence and diligently pursue correction of Defective Work or recovery of schedule deficiencies within three (3) business days of Contractor's receipt of written notice from CMHA or the A/E, CMHA may correct the Defective Work or take action to recover schedule deficiencies without giving further notice to the Contractor or Contractor's Surety.

5.22.2. During the Correction Period

A. If CMHA issues a notice during the Correction Period, CMHA may correct the Defective Work itself without giving further notice to the Contractor or Contractor's Surety if the Contractor fails to:

i. Notify CMHA in writing of the Contractor's intent to correct the Defective Work within three (3) business days after CMHA issues the notice; and

ii. Thereafter promptly commence and diligently pursue correction of Defective Work.

B. *The Correction Period:*

i. Commences in accordance with 23.1.41;

ii. Relates only to the Contractor's specific obligation and opportunity to correct the Work during the Correction Period;

iii. Does not establish a period of limitation with respect to any of the Contractor's other obligations under the Contract Documents;

iv. Has no relationship to the time within which CMHA may seek to enforce the Contract; and

v. Does not establish a period of limitation with respect to the commencement of litigation to establish the Contractor's liability under the Contract or otherwise.

C. *After the Correction Period:*

i. CMHA may correct, at the Contractor's expense, the Defective Work without giving further notice to the Contractor or Contractor's Surety if the Contractor or Contractor's surety fails to

(a) Notify CMHA in writing of the intent to correct the Defective Work; and

(b) Promptly commence and diligently pursue correction of Defective Work.

5.22.3. After Substantial Completion

A. In addition to the Contractor's other obligations under the Contract Documents, if any of the Work is found to be Defective Work after Substantial Completion, the Contractor shall correct it promptly after receipt of written notice from CMHA to do so, unless CMHA has previously acknowledged and accepted the Defective Work in writing.

B. CMHA may send a copy of the written notice to the Contractor's Surety, but are not obligated to do so.

5.22.4. Emergency Correction of Defective Work

A. Notwithstanding any other provision of the Contract, if in CMHA's opinion the Defective Work presents a threat of imminent harm or danger to people, property, or the environment, CMHA may order the Contractor to immediately correct Defective Work or CMHA may correct the Defective Work, at Contractor's expense, itself without any prior notice to the Contractor or Contractor's Surety.

5.22.5. Responsibility for Costs of Correction

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless CMHA, from and against all claims, (whether alleged or proven), demands, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, associated with the correction of Defective Work and the recovery of schedule deficiencies.

B. Those costs and damages may include, but are not limited to:

- **i.** The related fees and charges of contractors, engineers, architects, attorneys, and other professionals; and
- **ii.** The cost of correcting or replacing adjacent work.

C. CMHA may deduct those costs and damages from payments then or thereafter due the Contractor.

- **i.** If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to CMHA.

6. ARTICLE VI SUBCONTRACTORS

6.1. Evaluation and Approval

6.1.1. When submitting its Bid, the Contractor shall submit a Subcontractor and Material Supplier Declaration form through which the Contractor identifies its Subcontractor.

A. Provide list of subcontractors and material supplier and equipment with bid.

6.1.2. Within ten (10) calendar days after the Notice to Proceed, the Contractor shall submit to CMHA, an **updated** Subcontractor and Material Supplier Declaration form.

6.1.3. If CMHA rejects any proposed Subcontractor, the Contractor shall propose a replacement Subcontractor with no adjustment of the Contract Sum.

A. The proposed replacement will also be evaluated by CMHA.

6.1.4. The Contractor's failure to timely submit the information regarding a proposed Subcontractor may result in withholding payment to Contractor.

6.2. Suspension/Debarment

6.2.1. The Contractor shall not enter into any Subcontract with any Subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting program by any agency of the United States Government or the State of Ohio.

6.3. Contractor's Responsibility

6.3.1. The Contractor shall be as fully responsible for the acts or omissions of its Subcontractors and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor, and is responsible for scheduling and coordinating the Work of the Subcontractors.

6.3.2. The Contractor is fully responsible for any delay, interference, disruption, or hindrance attributable to the Contractor's Subcontractors.

6.3.3. The Contractors shall require that each of its Subcontractors have a competent supervisor at the Site whenever the Subcontractor is performing Work.

6.3.4. The Contractor shall bind its Subcontractors to the terms and conditions of the Contract Documents, so far as applicable to the Work of the Subcontractor, and shall not agree to any provision, which seeks to bind CMHA with terms inconsistent with or at variance from the Contract Documents.

6.3.5. The Contractor will not be relieved of its full responsibility for Subcontractors and their performance of the Work by:

A. The participation of CMHA, HUD, or the A/E in the processes described under ARTICLE VI SUBCONTRACTORS or other related provisions of the Contract Documents; or

B. CMHA's rejection of a Subcontractor or failure to reject a Subcontractor.

6.4. Mandatory Contract Provisions/Forms

6.4.1. The Contractor shall insert appropriate clauses in all Subcontracts to bind Subcontractors to the terms and conditions of this Contract insofar as they are applicable in the work of Subcontractors.

6.4.2. CMHA reserves the right to reassign accepted agreements

6.4.3. Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and CMHA or between the Subcontractor and HUD.

6.4.4. The Contractor must include in the contract with its Subcontractors the applicable labor provisions and prevailing wages as was provided to the Contractor by CMHA.

6.4.5. No less than ten (10) calendar days before the Work is to be performed by a Subcontractor, or within a shorter period as mutually agreed by the Contractor and CMHA, the Contractor shall submit to CMHA a complete copy of the executed Subcontract between the Contractor and Subcontractor.

6.5. Replacement of Subcontractors

6.5.1. The Contractor shall not replace any Subcontractor after execution of the Subcontract without prior written approval of CMHA.

6.5.2. The Contractor shall not add any subcontractors after the Contract Execution without updating the Material supplier and subcontractor form or prior to written approval of CMHA.

6.6. Contingent Assignment of Subcontract

6.6.1. The Contractor hereby assigns its Agreement with each Subcontractor to CMHA provided that the assignment is effective only after termination of the Contract by CMHA and only for those agreements that CMHA accepts by notifying Contractor and applicable Subcontractor in writing.

6.7. Prompt Payment of Subcontracts

6.7.1. The Contractor shall make payments to the Subcontractor in accordance with Applicable Law, including ORC that include, without limitation, the requirements under 6.7 - Prompt Payment of Subcontracts.

6.7.2. If a Subcontractor requests payment in time to allow the Contractor to include the request in its Contractor Payment Application Request the Contractor, within ten (10) calendar days after receipt of payment from CMHA, shall pay to the:

A. Subcontractor, an amount equal to the percentage of completion of the Subcontractors contract allowed by CMHA for the amount of labor or work performed;

B. Material Supplier, an amount that is equal to all or a portion of the invoice for materials which represents the materials furnished by the material supplier

6.7.3. The Contractor may reduce the amount paid by any retainage provision contained in the Contract, invoice, or purchase order between the Contractor and Subcontractor and may withhold amounts that may be necessary to:

A. Resolve disputed liens or claims involving the Work or labor performed by the Subcontractor; or

B. Account for failure of the Subcontractor to perform its obligations under its agreement with the Contractor required under ORC

6.7.4. Labor Payments

A. Within ten (10) calendar days of receipt of payment from CMHA, the Contractor shall pay Subcontractor in the following manner:

i. Partial payments to the Subcontractor for labor performed under either a Unit Price or lump sum Subcontract shall be made at the rate of 92 percent of the amount invoiced through the Subcontractor's request for payment that shows the Work of the Subcontractor is 50% complete.

ii. After the Work of the Subcontractor is 50 percent complete, as evidenced by payments of at least 50 percent of the total amount due under the Subcontract, no additional funds shall be retained from payments for labor.

6.7.5. Material Payment

A. Required by ORC for payment to Contractor by CMHA

i. The Contractor shall pay the Subcontractor at the rate of 95% of the invoice cost, not to exceed the scheduled value in a unit price or lump sum Subcontract, for materials delivered to the Site, or other offsite storage location approved by CMHA, provided the Subcontractor provides the information required with its request for payment.

ii. The Contractor shall pay the Subcontractor at the rate of 100% of the scheduled value for materials incorporated into the Project.

6.7.6. If Contractor fails to comply with the payment provisions set forth, the Contractor shall pay to the applicable Subcontractor, in addition to any payment due, interest in the amount of 18 percent per annum of the payment due, beginning the eleventh day following the receipt of payment from CMHA and ending on the date of full payment of the payment due plus interest.

6.7.7. If CMHA receives a Claim Affidavit from a Subcontractor, Subcontractor shall proceed in accordance with Applicable Law, including Ohio Revised Code.

6.7.8. Laborers, Subcontractors, and Material Suppliers may secure payment rights in accordance with Applicable Law, including Ohio Revised Code.

6.8. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

6.8.1. The Contractor shall take the following steps to ensure that, whenever possible, Subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

A. Placing qualified small and minority businesses and women's business enterprises on solicitations lists;

B. Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential resources

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

6.8.2. Establishing delivery schedule, where the requirements of the Contract permit, which encourages participation by small and minority businesses and women's business enterprises; and

6.8.3. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies

7. ARTICLE VII PAYMENTS

7.1. CMHA Obligation

7.1.1. CMHA shall pay the Contractor the price as provided in the Contract.

7.2. Forms

7.2.1. Unless expressly authorized to the contrary, Contractor must use appropriate CMHA forms.

7.3. Step One – Pencil Application

7.3.1. The purpose of a pencil application is assisting the Contractor in identifying any potential error or omission in the pay application.

A. If submitted timely (as set forth below) CMHA will review and help identify any potential issues. However, the CMHA Construction Administrator's approval or suggestion does not guarantee approval of the payment application by the CMHA.

7.3.2. The Contractor shall initially submit a Pencil Application by no later than the 15th of each month.

A. The CMHA Construction Administrator will review the Pencil Application, and make any suggested corrections and return to the Contractor in approximately two (2) business days.

7.3.3. The Contractor shall then submit the final payment application to the CMHA Construction Administrator by the 23rd of each month.

7.3.4. Failure to submit a pencil application may result in a significant delay in payment.

7.4. Progress Payments

7.4.1. CMHA shall make progress payments approximately every forty-five (45) calendar days as the work proceeds on estimates of Work accomplished which meets the standards of quality established under the Contract, as approved by CMHA.

A. Subject to CMHA's written determination and approval more frequent payments may be made to contractors which are qualified as small businesses.

7.4.2. Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by CMHA, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments.

A. The breakdown shall be approved by CMHA and must be acceptable to HUD.

B. If the contract covers more than one Project, the Contractor shall furnish a separate breakdown for each.

C. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the Contract Sum.

D. The Contractor shall prorate its overhead and profit over the construction period of the Contract.

7.4.3. The Contractor shall submit, on forms provided by CMHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the Contract Sum.

A. Such estimates shall be submitted not later than nine (9) calendar days in advance of the date set for payment and are subject to correction and revision as required.

B. The estimates must be approved by the CMHA prior to payment.

C. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

D. Each payment application should include affidavits for the Contractor, Sub Contractors and Material Suppliers. Lien waivers should be submitted as proof of payment for the prior payment application affidavits.

7.4.4. Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made:

A. I hereby certify, to the best of my knowledge and belief, that:

i. The amounts requested are only for performance in accordance with the specifications, terms,

ii. Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and

iii. This request for progress payments does not include any amounts which the prime Contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

7.5. Allowances

7.5.1. The Contract Sum includes the Allowances (if any) identified in the Contract.

7.5.2. All allowances include the costs to the Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes.

7.6. Unit Prices

7.6.1. Where the Contract provides that all or a part of the Work is to be Unit Price Work, initially that Contract Sum will include for all Unit Price Work:

A. An amount equal to the sum of the established Unit Prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract.

B. The Contractor's fee on that Unit Price Work.

7.6.2. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Sum.

A. CMHA will determine the actual quantities and classifications of Unit Price Work performed by the Contractor.

7.6.3. Before final payment, an appropriate Change Order will be issued to reconcile the Contract Sum so that it reflects actual amount due to the Contractor on account of Unit Price Work actually performed.

7.7. Schedule of Values

7.7.1. Within seven (7) calendar days after issuance of Letter of Intent or other period as mutually agreed by the Contractor and CMHA, the Contractor shall submit to CMHA a Schedule of Values on a form provided for by CMHA, with separate amounts shown for labor and materials for each branch of Work.

A. The Contractor shall clearly indicate on the Schedule of Values, but is not necessarily limited to, the cost of payment and performance bond(s), permit costs, the amount(s) allocated, including separate items for the Contractor's Fee (Overhead and Profit), and the amount(s) of labor and materials, as appropriate.

7.7.2. The grand total shown on the Schedule of Values shall equal the total Contract Sum.

7.7.3. CMHA may use the approved Schedule of Values to determine cost or credit to CMHA resulting from any change in the Work.

A. The first items shall be a breakdown of the General Conditions Cost.

B. The amounts for labor and materials shall accurately reflect the cost for each item.

i. The Contractor shall clearly indicate on the Schedule of Values, the amount(s) allocated, including separate items for Contractor's Fee (overhead and profit), for each Section 3 certified Business used in the performance of the Work.

ii. Contractor's Fee shall be included in the totals for labor and materials.

C. If the material allocation exceeds 55 percent of the Contract Sum, the Contractor shall provide, upon request, sufficient information to support the higher percentage.

D. Subcontract Work shall show amounts for labor and materials.

i. Fringe benefits shall be shown as a part of labor costs.

E. When more than one major structure is included in the Work, the Contractor shall subdivide the Schedule of Values accordingly, with cost details for each structure shown separately.

F. The line items shall be coordinated with line items in the Construction Progress Schedule, which may require division of items of Work by area of the Project by floor, phase, or other appropriate area.

G. Mechanical and electrical Work shall be included in separate line items for all major pieces of equipment, and group smaller equipment items by type.

H. Line items shall be included for each Allowance, Punch List Work, Project Record Document Submittals, delivery of attic stock, and specified demonstrations and training.

7.7.4. CMHA may return the Schedule of Values to the Contractor for re-submittal if it does not meet the requirements or contains insufficient items or details of the Work, or approve the Schedule of Values if CMHA determines that it conforms to section 7.7

7.7.5. No payment shall be made until the CMHA has approved the Contractor's Schedule of Values.

7.8. Labor Payments/Retainage

7.8.1. Partial payments to the Contractor for labor performed under either a Unit Price or lump sum Contract shall be made at the rate of 90 percent of the amount invoiced through the Contractor Payment Request.

7.9. Material Payments/Retainage

7.9.1. CMHA shall pay the Contractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.

7.9.2. CMHA shall pay the Contractor at the rate of 90 percent of the invoice cost, not to exceed the scheduled value in a Unit Price or lump sum Contract, for materials delivered to the Site, or other off-Site storage location approved by CMHA provided the Contractor provides the following information with the Contractor Payment Request:

A. A list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost; and

B. A certification of materials stored off-site, prepared by the Contractor and signed by CMHA to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project.

7.9.3. CMHA shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.

7.9.4. When payment is allowed for materials delivered to the Site or other approved off-site storage location but not yet incorporated into the Project, the materials are the property of CMHA.

7.9.5. CMHA may, at its sole discretion, retain any material not ultimately incorporated into the Project or return it to the Contractor for credit of an amount proportionate to the value of the extra materials.

7.9.6. Release of Retainage

A. When the Contractor has achieved Substantial Completion of all Work, and there is no other reason to retain funds; upon request of the Contractor, the funds retained in connection with that Work shall be released and paid to the Contractor, withholding only that amount necessary to assure faithful completion in the sole discretion of CMHA, including but not limited to compliance with CLOSEOUT.

7.10. Payments Withheld

7.10.1. CMHA may withhold funds from or may assess Liquidated Damages against a Contractor Payment Request.

7.10.2. CMHA may decline to approve any Contractor Payment Request or part thereof, or nullify any previous Contractor Payment Request, in whole or in part, to the extent necessary in CMHA's sole opinion to protect CMHA from loss because of:

A. Defective Work not remedied;

B. Overpayment of any schedule of values line item without prior approval of related change order by Contracting Officer;

C. Overpayment due to calculation error;

D. Damage caused by the Contractor;

E. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

F. Reasonable evidence that the Work will not be completed within the Contract Times, and that the unpaid balance would not be adequate to cover damages under the Contract Documents for the anticipated delay;

G. Failure to comply with Applicable Law including, but not limited to, the requirements of ORC.

7.11. Payment Request

7.11.1. The Contractor and each of its Subcontractors, regardless of tier, shall execute a Payment Release Affidavit to certify that the Contractor and each of its Subcontractors, regardless of tier, have complied with all applicable requirements of ORC, and to certify that all of its Subcontractors have been paid in full for all Work performed or materials furnished under the Contract.

7.11.2. CMHA shall pay Contractor in approximately forty-five (45) calendar days from the date of acceptance of the Payment Request.

7.11.3. The Contractor, as a condition precedent to final payment, shall complete all requirements of the Contract Documents.

7.11.4. Acceptance of final payment by the Contractor or a Subcontractor constitutes the payee's waiver of all claims against CMHA expect those previously made in writing and identified by that payee as unsettled at the time of the final Contractor Payment Request.

8. ARTICLE VIII CONTRACT MODIFICATIONS

8.1. Changes in the Work

8.1.1. Except as provided, no order, statement or conduct of CMHA shall be treated as a change or entitle the Contractor to an equitable adjustment.

8.1.2. Only CMHA's Contracting Officer has authority to modify any term or condition of this Contract.

A. Any Contract modification shall be authorized in writing.

8.1.3. The Contracting Officer may modify the contract unilaterally:

A. Pursuant to a specific authorization stated in a Contract clause; or

B. For administrative matters which do not change the rights or responsibilities of the parties.

8.1.4. All other Contract Modifications shall be in the form of supplemental agreements signed by the Contractor and CMHA.

A. If notice of any change affecting the Contract is required by the provision of any Bond, notice is the Contractor's responsibility.

8.1.5. Except as expressly stated herein, the Contractor's failure to obtain prior written authorization from CMHA for a change in the Work constitutes a waiver by the Contractor of an adjustment to the Contract Sum or Contract Time or both.

8.1.6. The Contractor shall perform all changes in the Work under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly with the change unless otherwise provided in the Change Order or order for a minor change in the Work.

8.1.7. HUD Approval

A. When a proposed modification requires the approval of HUD prior to its issuance; such modification shall not be effective until the required approval is received by CMHA.

8.2. Change Order

8.2.1. CMHA may order changes in the Work without invalidating the Contract and such change in Work may be accomplished, by Change Order or an order for a minor change in the Work.

8.2.2. CMHA may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Contract including, but not limited to, changes:

A. In the specifications (including drawings and designs);

B. In the method or manner of performance of the Work;

C. CMHA-furnished facilities, equipment, materials, services, or site; or

D. Directing the acceleration of the Work.

8.2.3. If any change causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the Work under this contract, whether or not changed by any such order, CMHA shall make an equitable adjustment and modify the Contract in writing.

A. However, except for an adjustment based on defective specifications, no proposal for any change shall be allowed for any costs incurred more than twenty (20) calendar days before the Contractor gives written notice as required.

B. In the case of defective specifications for which CMHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specification.

8.2.4. The Contractor must assert its right to an adjustment within thirty (30) calendar days after:

A. Receipt of a written change order, or

B. The furnishing of a written notice by submitting a written statement describing the general nature and the amount of the proposal.

8.2.5. If the facts justify it, CMHA may, in its sole discretion, extend the period for submission.

8.3. Change Order Directive

8.3.1. A Change Order Directive is a written order prepared by CMHA directing a change in the Work and may, if necessary, state a proposed basis for adjustment, if any, of Contract Sum or Contract Time, or both.

8.3.2. A Change Directive shall be used to direct a change in the Work in the absence of a total agreement on the terms of a Change Order and shall only be used in the absence of total agreement on the terms of a Change Order concerning the associated change of the Work.

8.3.3. Upon receipt of a Change Directive, the Contractor shall promptly proceed with the change in the Work involved.

8.3.4. Within fourteen (14) calendar days after receiving the Change Directive, the Contractor shall respond with a Change Order Proposal for adjustment of the Contract Sum or Contract Time or both.

8.3.5. If the Contractor does not respond to the Change Directive as required above, CMHA shall determine the adjustments, if any, of the Contract Sum and Contract Times.

A. If the Contractor does not agree with CMHA's determination, the Contractor shall initiate a claim within ten (10) calendar days of the date on which CMHA issues the determination, and the Contractor's failure to do so shall constitute an irrevocable waiver the Claim.

8.3.6. If CMHA and the Contractor agree on the adjustment of the Contract Sum and/or Contract Time associated with the Change Order Directive, CMHA shall prepare an appropriate Change Order.

8.4. Change Order Procedure

8.4.1. Any Change Order Request must be in writing and submitted by the Contractor to CMHA in accordance with the Notice Provision.

8.4.2. The Contractor's cost of preparing and providing Proposals is included in the Contract Sum.

8.4.3. If CMHA Agrees with Change Order Proposal:

A. CMHA shall prepare each Change Order, attach the supporting documentation, and issue the Change Order to the Contractor for signature.

B. Within three (3) business days after issuance of Change Order to Contractor, Contractor must sign the Change Order and resubmit to CMHA.

C. Change Order is not approved until CMHA's Contracting Officer signs the Change Order.

8.4.4. If CMHA disagrees with Change Order Proposal or Contracting Officer doesn't Approve Change Order:

A. CMHA will notify Contractor in writing with reasons; and

B. Contractor has fourteen (14) calendar days to modify the Change Order Request or invoke ARTICLE XI DISPUTE RESOLUTION/CLAIM PROCEDURE.

8.4.5. Failure to reach an agreement on any proposal shall be a dispute under ARTICLE XI DISPUTE RESOLUTION/CLAIM PROCEDURE herein.

A. Nothing in Change Order Procedure, however, shall excuse the Contractor from proceeding with the contract change pursuant to an issued Change Directive.

8.5. Change Order Proposal

8.5.1. The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

A. Direct Costs:

i. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost)

ii. Transportation and delivery costs associated with materials

iii. Labor breakdowns by hours or unit costs (identified with specific Work to be performed)

iv. Construction equipment exclusively necessary for the change

v. Costs of preparation and/ or revision to shop drawings resulting from the change

vi. Worker's Compensation and Public Liability Insurance

vii. Employment taxes under FICA and FUTA

viii. Bond Costs

B. Indirect Costs:

i. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

C. Profit:

i. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

ii. The allow-ability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms, in effect on the date of this Contract.

iii. The Contractor shall not be allowed a profit on the profit received by any subcontractor.

iv. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs.

v. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the Work.

8.5.2. The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the Contract in its entirety.

8.5.3. CMHA shall act on proposals within thirty (30) calendar days after their receipt, or notify the Contractor of the date such action will be taken.

8.5.4. By signing a Change Order, the Contractor irrevocably certifies that the elements of a Change Order described herein are completely satisfied, and waives all rights, if any, to seek further adjustment of the Contract Sum or Contract Times, or both, at a later date with respect to the associated change in the Work, including without limitation on account of the "cumulative impact" of the associated change in the Work in combination with in one or more of the other changes in the Work.

8.5.5. No Proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior written authorization from CMHA's Contracting Officer. When the Change Order is signed by the Contractor and CMHA's Contracting Officer, the fully executed Change Order modifies the Contract Documents and authorizes and directs the Contractor to proceed, and the Contractor shall promptly proceed with the associated change in the Work.

8.6. Differing Site Conditions

8.6.1. The Contractor shall promptly, and before the conditions are disturbed, give a written notice to CMHA of:

A. Subsurface or latent physical conditions at the site which differ from those indicated in this contract; or

B. Unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the Contract.

i. Written notice of the condition shall be given immediately to CMHA.

C. The Contractor's failure to give notice of the Differing Site Condition as required shall constitute an irrevocable waiver of any associated claim.

8.6.2. CMHA shall investigate the site conditions promptly after receiving the notice.

A. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor.

B. If the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, performing any part of the Work under this Contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to CMHA within ten (10) calendar days after receipt of such instructions and, in any event, before proceeding with the work.

C. An equitable adjustment in the Contract price, the delivery schedule, or both shall be made under this.

8.6.3. No request by Contractor for an equitable adjustment to the Contract under Differing Site Conditions shall be allowed, unless the Contractor has given the written notice required; provided that the time prescribed for giving written notice may be extended by CMHA.

8.6.4. If CMHA determines that the Contractor has not encountered a Differing Site Condition and the Contractor does not agree with that determination, the Contractor must initiate a Claim within ten (10) calendar days of the date that CMHA issues its determination.

8.7. Minor Changes in the Work

8.7.1. CMHA may order minor changes in the Work not involving adjustment of the Contract Sum or extension of the Contract Times and not inconsistent with the intent of the Contract Documents.

A. Those changes shall be effected by written order issued to the Contractor.

8.7.2. The Contractor shall promptly carry out each order for a minor change in the Work if the Contractor agrees that the order does not involve adjustment of the Contract Sum and Contract Times.

8.7.3. If the Contractor reasonably believes that it would be entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of an order for a minor change in the Work, the Contractor, within three (3) business days after receiving the order, shall give CMHA written notice of the Contractor's position, and not proceed with the subject Work without first receiving a Change Order related to it.

8.7.4. The Contractor waives its right to an adjustment of the Contract Sum or Contract Times on account of an order for a minor change in the Work by:

A. Starting the Work that is the subject of the order for a minor change in the Work; or

B. Failing to give the notice described within three (3) business days after receiving the order for a minor change in the Work.

8.8. Change Order Cost or Credit Determination

8.8.1. General

A. The maximum cost or credit resulting from a change in the Work shall be determined as described below.

i. Proposals shall include the information required.

ii. A Unit Price Proposal shall only be valid when incorporated into the Contract by Change Order.

iii. The maximum cost or credit includes all compensation for impact costs.

(a) Additional costs for impacts shall not be allowed.

B. The Contractor shall not assign any portion of the Work to another Person whereby the Contractor would benefit directly or indirectly from the double application of charges for overhead or profit.

C. CMHA may require notarized invoices for material costs and may audit the records of the Contractor and Subcontractors.

D. For each change in the Work, the Contractor shall furnish a detailed Proposal itemized on the Proposal Worksheet Summary Form published by CMHA through which the Contractor shall document the related changes in the Contract Sum.

i. Any Subcontractor pricing shall also be itemized on the Proposal Worksheet Summary Form.

E. Section 8.8.2 Pricing Criteria establishes the exclusive and maximum amount that CMHA shall pay for any Change Order, including, but not limited to, all amounts for interference with, delay, hindrance, disruption, or impact of the Work

i. These Pricing Criteria also govern the value of deduct Change Orders and the Contractor's entitlement to additional compensation or damages through the Claims and dispute resolution processes on account of changes in the Work.

ii. In order to expedite the review and approval process, Proposals shall be prepared in the categories and order listed in - Pricing Criteria**.**

8.8.2. Pricing Criteria

A. Contractor Personnel Costs

i. The Contractor's on-Site management (including supervision and administrative personnel) are not subject to State or Federal Prevailing Wage Rates.

ii. These costs will be calculated on an hourly basis according to the rates acceptable to CMHA.

iii. In no event will the Contractor be entitled to an increase in the Contract Sum on account of Contractor Personnel Costs unless the Contractor actually incurs additional Contractor Personnel Costs solely on account of the associated change in the Work.

B. Labor

i. Field labor directly involved in the Work based upon the actual rate of pay to the worker.

ii. If the Project is subject to payment of prevailing wage rates, field labor shall be paid according to the applicable classification of labor as established in the applicable prevailing wage determination.

iii. In no event will the Contractor be entitled to an increase in the Contract Sum on account of labor costs unless the Contractor actually incurs additional labor costs solely on account of the associated change in the Work.

iv. Under no conditions will the increase exceed those additional labor costs the Contractor actually incurs.

v. The cost for supervision above the level of working forepersons (such as general forepersons, superintendent, project manager, etc.) is included in the adjustmentContractor Personnel Costs.

C. Fringes

i. Fringe benefit credit for labor is only allowable for prevailing wage fringe benefits including, but not limited to, Health and Welfare, vacation, apprenticeship training, and certain types of pension plans.

ii. Each fringe benefit for which credit is requested shall be calculated on an hourly basis and listed as a separate line item.

iii. The Contractor shall submit documentation supporting the calculation of the amounts for each fringe benefit for each worker classification, including labor provided by Subcontractors.

D. Allowable Payroll Expenses

i. Allowable payroll expenses for labor including payroll taxes as well as other benefits that are required by Applicable Law, shall each be a separate line item.

E. Equipment Rentals

i. All charges for certain non-owned heavy or specialized equipment at up to 100 percent of the documented rental cost

ii. No rental charges shall be allowed for hand tools, minor equipment, simple scaffolds, etc. Downtime due to repairs, maintenance and weather delays shall not be allowed.

iii. Contractor shall submit copies of actual paid invoices to substantiate rental costs.

F. Owned Equipment

i. All charges for certain heavy or specialized equipment owned by the Contractor or Subcontractor performing the Work at up to 100 percent of the cost listed by the current edition of the Associated Equipment Distributors' *AED Green Book* heavy equipment rental rates.

ii. No recovery shall be allowed for hand tools, minor equipment, simple scaffolds, etc.

iii. The longest period of time that the equipment is to be required for the Work shall be the basis for the pricing.

iv. Downtime due to repairs, maintenance, and weather delays shall not be allowed.

G. Trucking

i. A reasonable delivery charge or per-mile trucking charge for delivery of required materials or equipment

ii. Charges for use of a pick-up truck shall not be allowed.

H. Materials

i. The actual cost (including all discounts, rebates or related credits) of all materials incorporated into the changed Work

ii. Documentation shall show costs, quantities, or Unit Prices of all items, as appropriate.

iii. The cost or credit for reusable materials shall be limited to 33 percent of the material cost for each use.

I. Contractor's General Conditions Costs

i. The Contractor's General Conditions Costs to the extent attributable to an associated change in the Contract Time for achievement of Final Acceptance resulting from the change in Work

ii. In no event shall the Contract Sum adjustment per day of Contract Time adjustment exceed an amount equal to **(1)** the sum of the General Conditions Costs line items in the Contractor's Schedule of Values approved by CMHA, **(2)** divided by the total number of days of the original Contract Time for achievement of Final Acceptance.

iii. The Contractor shall:

(a) Exclude the bond premium from the Schedule of Values for the purposes of the calculation; and

(b) Include the actual adjustment of the Bond Premium attributable to an associated change in the Contract Sum.

iv. If the Contractor purchases Builder's Risk insurance for the Project, the Contract shall:

(a) Exclude the Builder's Risk insurance premium from the Schedule of Values for the purposes of the calculation; and

(b) Include the actual adjustment of the Builder's Risk insurance premium attributable to an associated change in the Contract Sum.

J. Subcontractor Overhead and Profit

i. Adjustment of the Contract Sum on account of a change in Subcontractor-performed Work shall include the Subcontractor's aggregate overhead and profit allowance equal to 15 percent of the sum of the Subcontractor's costs that are associated with that changed Work.

ii. The allowance applies to each Subcontractor tier.

iii. The allowance covers:

(a) The costs required to schedule and coordinate the Work
(b) Telephone
(c) Telephone charges
(d) Facsimile
(e) Telegrams
(f) Postage
(g) Photos
(h) Photocopying
(i) Hand tools
(j) Simple scaffolds (one level high)
(k) Tool breakage
(l) Tool repairs
(m) Tool replacement
(n) Tool blades
(o) Tool bits
(p) Home office estimating and expediting
(q) Home office clerical and accounting support
(r) Home office labor (management, supervision, engineering)
(s) All other home office expense, legal services, travel, and parking expenses

iv. An exception is allowed for shop or engineering labor, which shall not be subject to Prevailing Wage rates for steel fabricators, sheet metal fabricators, and sprinkler system fabricators performing work off-site.

(a) Recovery for these matters shall be allowed on an hourly basis.

v. An exception is allowed for field supervision labor, for those portions of the Change Order Work that will be performed, or was performed, at times when the superintendent is not required to be on site, including but not limited to overtime hours due to acceleration and\ extensions of the Contract Times.

(a) Recovery for this matter will be allowed on an hourly basis.

K. Contractor's Fee

i. Adjustment of the Contract Sum on account of a change in the Work shall include an allowance for the Contractor's Fee equal to 10 percent of the sum of the costs that are associated with that changed Work.

L. Miscellaneous

i. Adjustment of the Contract Sum on account of a change in Work may include the following costs with no allowance for Contractor's Fee or Subcontractor overhead and profit.

ii. The premium portion only for approved overtime (labor and fringes)

iii. The straight time portion is included.

8.8.3. Costs that shall not be reimbursed for Change Order Work include the following

A. Voluntary employee deductions including, but not limited to, deductions for charitable donations or U.S. savings bonds

B. Employee profit sharing

8.9. Time Extension

8.9.1. Every adjustment of the Contract Times associated with any change in the Work shall be determined as provided herein, which establishes the Contractor's maximum entitlement for any change in the Work, including without limitation all adjustments for interference, delay, hindrance, or disruption of the Work.

8.9.2. This also governs time adjustments for deduct Change Orders and the Contractor's entitlement to additional time through the claims and dispute resolution processes on account of changes in the Work.

8.9.3. The Contractor shall substantiate all changes in the Contract Times with:

- **A.** A written description of the nature of the interference, disruption, hindrance or delay;
- **B.** Identification of Persons and events responsible for the interference, disruption, hindrance or delay;
- **C.** Date, or anticipated date, of commencement of the interference, disruption, hindrance or delay;
- **D.** Identification of activities by schedule activity number and name on the Construction Progress Schedule, which may be affected by the interference, disruption, hindrance or delay, or new activities created by the interference, disruption, hindrance or delay and the relationship with existing activities;
- **E.** Anticipated duration of the interference, disruption, hindrance or delay and of any remobilization period;
- **F.** Specific number of days of extension requested and specific number of days for remobilization requested;
- **G.** Recommended action to avoid or minimize any future interference, disruption, hindrance or delay; and
- **H.** A detailed written proposal for an increase in the Contract Sum which would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay, if any.

8.9.4. A Change Order may authorize extension of the Contract Time for specific elements, while maintaining milestone dates for unaffected elements.

- **A.** Such a Change Order may also authorize an appropriate adjustment to Liquidated Damages.

8.9.5. Critical Path

- **A.** Time extensions shall depend upon the extent to which the Work on the critical path of the Construction Progress Schedule is affected.

8.9.6. A Change Order granting a time extension may provide that the Contract Times shall be extended for only elements so interfered with, disrupted, hindered, or delayed and related remobilization and that shall not be altered and may further provide for adjustment of Liquidated Damages.

9. ARTICLE IX CONSTRUCTION CLOSEOUT

9.1. Final Cleaning

9.1.1. Before requesting the Substantial Completion inspection of the Work, the Contractor shall clean the Site, remove waste materials and rubbish attributable to the Project, and restore the property to an acceptable condition so that upon Substantial Completion, the premises are ready for occupancy by CMHA.

9.1.2. If the Contractor performs any Work after final cleaning, the Contractor shall clean the affected area as provided above so that upon Substantial Completion, the premises are ready for occupancy by CMHA.

9.1.3. Final cleaning shall be done to the reasonable satisfaction of CMHA.

9.2. Inspection and Construction of the Work

9.2.1. The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the Contract conforms to contract requirements.

A. All work is subject to CMHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

9.2.2. CMHA inspections and tests are for the sole benefit of CMHA and do not:

A. Relieve the Contractor of responsibility for providing adequate quality control measures;

B. Relieve the Contractor of responsibility for loss or damage of the material before acceptance;

C. Constitute or imply acceptance; or

D. Affect the continuing rights of CMHA after acceptance of the completed work.

9.2.3. The presence or absence of the CMHA inspector does not relieve the Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization.

A. All instructions and approvals with respect to the work shall be given to the Contractor by CMHA.

9.2.4. The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by CMHA.

A. CMHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary.

B. CMHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size and performance tests shall be performed as described in the Contract.

9.3. Routine Inspections

9.3.1. CMHA may conduct routine inspections of the construction Site on a daily basis.

9.3.2. The Contractor shall, without charge, replace or correct Work found by CMHA not to conform to contract requirements, unless Contracting Officer decides that it is in its interest to accept the Work with an appropriate adjustment in Contract Sum.

A. The Contractor shall promptly segregate and remove rejected material from the premises.

9.3.3. If the Contractor does not promptly replace or correct rejected Work, CMHA may:

A. By Contract or otherwise, replace or correct the Work and charge the cost to the Contractor; or

B. Terminate for default the Contractor's right to proceed.

9.3.4. If any work requiring inspection is covered up without approval of CMHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor.

A. If at any time before final acceptance of the entire work, CMHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material.

B. If such Work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction.

C. If, however, such work is found to meet the requirements of the Contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

9.4. Substantial Completion

9.4.1. Contractor's Punch List

A. When the Contractor considers the Work, or a designated portion thereof, Substantially Complete the Contractor shall inspect the Work and prepare a list of Defective Work and incomplete or unacceptable Work ("Contractor's Punch List").

B. The Contractor shall list all items of Work not in compliance with the Contract Documents, including items the Contractor is requesting to be deferred.

i. The Contractor shall proceed to correct all items listed on the Contractor's Punch List and certify that the incomplete items listed on the Contractor's Punch List are to its knowledge an accurate and complete list by signing the Contractor's Punch List.

ii. The Contractor's failure to include an item on the Contractor's Punch List shall not alter the Contractor's responsibility to complete the Work in accordance with the Contract Documents.

iii. The Contractor shall submit the signed Contractor's Punch List to CMHA together with a request for a Substantial Completion inspection of the Work.

9.4.2. Substantial Completion Inspection

A. The Contractor shall notify CMHA, in writing, as to the date when in its opinion all or a designated portion of the Work will be substantially completed and ready for inspection.

i. If CMHA and/or the A/E determine that the state of preparedness is as represented, CMHA will promptly arrange for the inspection.

ii. Unless otherwise specified in the Contract, CMHA shall accept, as soon as practicable after completion and inspection, all work required by the Contract or that portion of the Work that CMHA determines and designates can be accepted separately.

iii. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or CMHA's right under any warranty or guarantee.

B. Within three (3) business days after receipt of the request for the Substantial Completion inspection of the Work, CMHA shall notify the Contractor of acceptance or rejection of the request, stating reasons for any rejection.

i. Within seven (7) calendar days after its acceptance of the Contractor's request, CMHA and/or the A/E shall conduct the Substantial Completion inspection to determine whether the Work, or designated portion, is in conformity with the Contract Documents and Substantially Complete.

ii. If CMHA and/or the A/E determines that the Work is Substantially Complete, within three (3) business days after the Substantial Completion inspection, CMHA and/or the A/E shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and include a list of Defective, incomplete, or unacceptable Work ("CMHA's Punch List").

iii. CMHA's Punch List shall include:

(a) The items on the Contractor's Punch List that are not yet completed or corrected as of the date of the Substantial Completion inspection; and

(b) Comments from CMHA regarding the Punch List and other issues related to the Project.

iv. CMHA shall submit the Certificate of Substantial Completion to the Contractor for their written acceptance.

(a) Upon their acceptance and consent of the Contractor's Surety, and subject to CMHA's right to withhold payment, CMHA shall release retainage.

v. CMHA and/or the A/E's failure to include an item on CMHA's Punch List shall not alter the Contractor's responsibility to complete the Work in accordance with the Contract Documents.

vi. If CMHA subsequently determines that the Work is not Substantially Complete, CMHA may request compensation for related expenses.

(a) CMHA may deduct the additional expenses from payments then or thereafter due the Contractor.

(b) If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to CMHA. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless CMHA, from and against all claims, (whether alleged or proven), demands, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, associated with the failure of the Contractor to timely and properly complete the Punch List items.

9.4.3. Completion of Punch List Items

A. The Contractor shall complete all items on the CMHA's Punch List prior to date forContract Completion.

B. After completing all items on the CMHA's Punch List, the Contractor shall provide a written request for Final Inspection of the Work.

i. If Work on the Punch List cannot be timely completed, the Contractor shall submit a change order requestMODIFICATIONS.

ii. Within three (3) business days after receipt of the request for the Final Inspection of the Work, CMHA and/or the A/E shall complete a Final Inspection of the Work for compliance with the Contract Documents.

iii. If multiple inspections of items on CMHA's Punch List are required due to the Contractor's failure to properly and timely complete them, the Contractor shall pay any additional costs incurred by the A/E and CMHA resulting from any attendant delay.

(a) CMHA may deduct those additional costs from payments then or thereafter due the Contractor.

(b) If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to CMHA. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless CMHA, from and against all claims, (whether alleged or proven), demands, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, related to multiple inspections by CMHA of items on the Punch List due to the Contractor's failure to properly and timely complete the Punch List.

9.5. Demonstration and Training, Operating Appurtenances

9.5.1. The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and final payment, shall perform demonstration and training of CMHA's maintenance personnel as specified in the Contract Documents.

9.5.2. The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and final payment, shall organize and submit operating appurtenances and loose items related to operation and maintenance of the completed Project to CMHA, including, but not limited to:

A. Keys to door and window hardware, panels, and other devices not directly provided to CMHA from the manufacturer;

B. Operating handles, levers, cranks, specialized wrenches or drivers, remote controls, and similar items; and

C. Extra materials (e.g., attic stock).

9.6. Acceptance of Defective Work

9.6.1. Defective Work may only be knowingly accept by CMHA in writing instead of CMHA requiring its removal or correction, in which case the Contract Sum must be equitably reduced to account for the reduction in benefit of the Work received by CMHA on account of the Defective Work.

A. CMHA may only accept Defective Work though a deduct Change Order that makes explicit reference to Acceptance of Defective Work

9.6.2. None of the following will constitute acceptance of Defective Work, a release of the Contractor's obligation to perform the Work in accordance with the Contract, or a waiver of any rights set forth in the Contract or otherwise provided by Applicable Law:

A. Observations or inspections by CMHA or the A/E;
B. The making of any payment;
C. Substantial Completion or the issuance of a Certificate of Substantial Completion;
D. Partial Occupancy and CMHA's use or occupancy of the Work or any part of it;
E. Contract Completion or the issuance of a partial or final Certificate of Contract Completion;
F. Any review or approval of a submittal;
G. Any inspection, test, or approval by other Persons; or
H. Any correction of Defective Work by CMHA.

9.7. Building Commissioning

9.7.1. If the Project scope includes building commissioning, the Contractor shall participate in the Commissioning Process, as prescribed in the Contract Documents.

9.7.2. The Contractor shall permit the A/E, CMHA, or a third-party Commissioning Agent ("CxA") if applicable, access to commission performance based equipment, fixtures, and/or systems (e.g., HVAC, fire protection, smoke evacuation, fume hoods, emergency power, etc.), prior to Substantial Completion.

9.7.3. The A/E, CMHA, or CxA if applicable, shall promptly notify, in writing, the Contractor of any deficiency identified during the Commissioning Process.

9.7.4. To facilitate the Commissioning Process, the Contractor shall submit 4 sets of Operation and Maintenance manuals for dynamic and engineered systems to CMHA and CxA, if applicable, for approval. This submission shall occur within 30 days of obtaining approval of all related Contractor submittals required by the Contract Documents.

9.8. Contract Completion

9.8.1. Partial Contract Completion

A. When items of Work cannot be completed until a subsequent date, CMHA shall prepare a partial Certificate of Contract Completion that shall include a detailed list of the deferred Work and the date(s) by which the Contractor will complete that Work.
B. CMHA shall submit the partial Certificate of Contract Completion to Contractor for their written acceptance. Upon their acceptance of the partial Certificate of Contract Completion and consent of the Contractor's Surety, CMHA may release payment to the Contractor, as determined in the sole discretion of CMHA.

9.8.2. Final Contract Completion

A. Contract Completion shall occur no later than 90 calendar days from the date of Substantial Completion.
B. When all items on CMHA's Punch List have been completed to the satisfaction of CMHA, all requirements of the Contract Documents have been completed, and the provisions have been fulfilled, CMHA shall prepare and recommend execution of final Contract payment.
C. The date that CMHA executes the final Certificate of Contract Completion or issues Contract payment, whichever is later, is the date of Contract Completion.
D. Nothing in Contract Completion shall constitute a waiver of CMHA's ability to pursue damages as the result of any breach of the Contract by the Contractor or Liquidated Damages.

10. ARTICLE X SUSPENSION AND TERMINATION

10.1. Suspension of the Work

10.1.1. The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of CMHA.

10.1.2. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of CMHA in the administration of this Contract, or by CMHA's failure to act within the time specified (or within a reasonable time if not specified) in this Contract, an adjustment shall be made for any increase in the cost of performance of the Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly.

A. However, no adjustment shall be made for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this Contract.

10.1.3. A Claim shall not be allowed:

A. For any costs incurred more than twenty (20) calendar days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

B. Unless the Claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but no later than the date of final payment under the Contract.

10.1.4. If CMHA suspends the Work under ARTICLE X SUSPENSION AND TERMINATION and the Contractor submits a proper Payment Request, subject to all other provisions of the Contract Documents, the Contractor shall be entitled to payment of compensation due under the Contract Documents for the Work performed before the suspension based upon the Schedule of Values.

10.1.5. CMHA, without prejudice to any other right or remedy it may have, may order the Contractor in writing to suspend, delay, or interrupt the performance of the Work in whole or in part for such period as CMHA may determine for any of the following reasons:

A. Defective Work;

B. The Contractor is causing undue risk of damage to any part of the Project or adjacent area;

C. The Contractor fails to furnish or perform the Work in such a way that the complete Work will conform to the requirements of the Contract Documents; or

D. Any other cause CMHA reasonably believes justifies suspension.

i. CMHA's exercise of its right to suspend the Work shall not entitle Contractor to any adjustment of the Contract Sum, Contract Time or both.

10.1.6. Upon receipt of the notice of suspension, the Contractor shall cease Work on the suspended activities and take all necessary or appropriate steps to limit disbursements and minimize respective costs.

A. The Contractor shall furnish a report to CMHA within five (5) business days of receiving the notice of suspension, describing the status of the Work, including, but not limited to, results accomplished, resulting conclusions, and other information as CMHA may require.

10.1.7. CMHA's right to stop the Work shall not give rise to any duty to exercise the right for the benefit of the Contractor or any other party, and CMHA's exercise or failure to exercise the right shall not prejudice any of CMHA's other rights including the right to suspend the Work in the future under the same or similar circumstances.

10.2. Termination for Convenience

10.2.1. CMHA, through the Contracting Officer, may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of CMHA.

A. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which termination becomes effective.

10.2.2. Upon delivery of the notice of termination for convenience, the Contractor shall immediately proceed with performance of the following duties in accordance with instructions from CMHA:

- **A.** Cease operations as specified in the notice;
- **B.** Place no further orders and enter into no further subcontracts for materials, labor, services, or facilities, except as necessary to complete continued portions of the Project;
- **C.** Terminate all subcontracts and orders to the extent they are related to the Work terminated;
- **D.** Proceed with Work not terminated; and
- **E.** Take actions that may be necessary, or that CMHA may direct, for the protection and preservation of the terminated Work.
  - **i.** Failure to do so may lead to Contractor's liability for actual damages as a result of Contractor's failure to protect the Work.

10.2.3. If the performance of the work is terminated, either in whole or in part, CMHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by CMHA of a properly presented claim setting out in detail:

- **A.** The total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor;
- **B.** The cost of settling and paying claims under Subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by CMHA to the Contractor or by the Contractor to the Subcontractor or supplier;
- **C.** The cost of preserving and protecting the work already performed until CMHA or assignee takes possession thereof or assumes responsibility therefore; and
- **D.** An amount constituting a reasonable profit on the value of the work performed by the Contractor.

10.2.4. CMHA will act on the Contractor's claim within sixty (60) calendar days (unless CMHA deems in writing that additional time is needed for review) of receipt of the Contractor's claim.

10.2.5. Any disputes are expressly made subject to the provisions of this Contract.

10.2.6. If CMHA terminates the Work the termination shall not affect the rights or remedies of CMHA against the Contractor then existing or which may thereafter accrue.

10.2.7. Notwithstanding, if CMHA terminates the Work but there exists an event of Contractor's default, the Contractor shall be entitled to receive only such amounts as it would be entitled to receive following the occurrence of an event of default as provided for below.

10.3. Termination for Cause/Default

10.3.1. If the Contractor materially breaches this Contract, including without limitation, the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within this time, CMHA may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed.

A. In this event, CMHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work.

B. The Contractor and its sureties shall be liable for any damage to CMHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated.

i. This liability includes any increased costs incurred by CMHA in completing the Work.

C. Other examples of material breaches of the Contract include but are not limited to:

i. Refusal to remedy defective work;

ii. Failure to supply enough properly skilled workers or proper materials;

iii. Failure to provide revised Construction Progress Schedule or Recovery Plan;

iv. Failure to properly make payment to Subcontractors or Consultants; or

v. Disregarding laws, ordinances, or rules, regulations, or orders of a public authority with jurisdiction over the Project.

10.3.2. If CMHA intends to exercise its termination right, CMHA shall issue not less than five (5) business days written notice to the Contractor and the Contractor's Surety in accordance with ORC.

A. Notwithstanding any provision of the Contract to the contrary, the issuance of a 3-Day Notice is not a condition precedent to CMHA's exercise of its rights and CMHA's decision to not issue a 3-Day Notice will not prejudice CMHA's rights under this.

10.3.3. If the Contractor fails to satisfy the requirements set forth in the 5-Day Notice within fifteen (15) calendar days of receipt of the 5-Day Notice or as otherwise specified in the notice, CMHA may declare the Contractor in default, terminate the Contract, and employ upon the Work the additional force or supply materials or either as appropriate, and remove Defective Work.

10.3.4. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been for convenience of CMHA.

10.3.5. If the Contract is terminated, the Contractor's Surety may perform the Contract.

A. If the Contractor's Surety does not commence performance of the Contract within ten (10) calendar days of the date of Contract termination, CMHA may complete the Work by means that CMHA deems appropriate.

i. CMHA may take possession of and use all materials, facilities, and equipment at the Site or stored off-site, for which CMHA has paid.

B. If CMHA notifies the Contractor's surety that the Contractor is in default or terminates the Contract, the surety will promptly and in not less than twenty-one (21) calendar days investigate the claimed material default or termination.

i. If CMHA gives a notice of default and then terminates the Contract, the surety shall complete its investigation within twenty-one (21) calendar days of the notice of default.

(a) As part of such investigation, the surety shall visit the offices of the Contractor, A/E and CMHA to review the available project records.

ii. If the surety proposes to take over the Work, the surety shall do so no later than the expiration of such 21-day period or ten (10) calendar days after the date CMHA terminates the Contract, whichever is later.

iii. If CMHA terminates the Work, and the surety proposes to provide a replacement contractor, the replacement contractor shall be fully capable of performing the Work in accordance with the Contract Documents, including meeting all the requirements of the Contract Documents.

(a) If the Contractor is terminated, the replacement contractor shall not be the Contractor.

iv. The surety will provide the Owner with the results of its investigation, including any written report or documents.

C. Termination for Cause/Default is in addition to CHMA's other rights under the Contract Documents and is not intended to create any rights of the surety, including but not limited to the right to take over the Contractor's obligations.

10.3.6. If the Contract is terminated for cause, the Contractor shall not be entitled to further payment.

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless CMHA, from and against all claims, (whether alleged or proven), demands, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or related the costs incurred by CMHA to finish the Work following termination of the Contractor for cause.

B. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including without limitation the fees and charges of engineers, architects, attorneys, and other professionals and court costs, and other damages incurred by CMHA and not expressly waived, the Contractor or Surety shall immediately pay the amount of insufficiency to CMHA.

C. This obligation for payment shall survive termination of the Contract.

10.3.7. If the Contractor's Surety performs the Work, the provisions of the Contract Documents govern the Surety's performance, with the Surety in place of Contractor in all provisions including, but not limited to, provisions for payment for the Work, and provisions of the right of CMHA to complete the Work.

10.3.8. If CMHA terminates the Contract, the termination shall not affect any rights or remedies of CMHA against the Contractor then existing or which may thereafter accrue.

A. CMHA's retention or payment of funds due to the Contractor shall not release the Contractor or the Contractor's Surety from liability for performance of the Work in accordance with the Contract Documents.

10.4. Contractor Insolvency

10.4.1. Bankruptcy of Contractor

A. If the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, the Contractor, the Contractor as the debtor-in-possession, or the trustee of the Contractor's bankruptcy estate shall notify CMHA in writing within five (5) days of such filing and file a motion to assume or reject the Contract within twenty (20) calendar days after the filing of the petition and shall diligently prosecute that motion to conclusion so as to obtain an order granting or denying that motion within forty-five (45) calendar days after the filing of the petition.

B. The failure of the Contractor to file and prosecute that motion Contractor shall constitute a material breach of the Contract by the Contractor as time is of the essence with respect to Contractor's performance of all terms of this Contract.

C. The Contractor agrees to the granting of relief from the automatic stay of the Bankruptcy Code, to permit CMHA to terminate the Contract for cause in such instance and issue and serve all notices necessary to terminate the Contract or arising out of termination of the Contract and to take any other action necessary to terminate the Contract.

10.4.2. Receivership or Assignment for the Benefit of Creditors

A. If the Contractor makes a general assignment for the benefit of creditors or if a receiver is appointed for all or a substantial part of Contractor's business or property, CMHA shall serve written notice to the Contractor and Contractor's Surety stating that any failure of the Contractor to provide adequate assurance of continued performance shall be considered a rejection of the Contract, which shall result in termination of the Contract for cause.

B. Termination of the Contract need not be evidenced by an order of any court.

11. ARTICLE XI DISPUTE RESOLUTION/CLAIM PROCEDURE

11.1. General

11.1.1. "Claim," as used in ARTICLE XI DISPUTE RESOLUTION/CLAIM PROCEDURE, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, additional time, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract.

11.1.2. A Claim arising under the Contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

11.1.3. A voucher, invoice, application for payment, or other routine request for payment that is permitted under the Contract Documents and is not in dispute when submitted, is not a Claim.

11.1.4. The submission may be converted to a Claim by complying with the requirements of ARTICLE XI DISPUTE RESOLUTION/CLAIM PROCEDURE, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

11.1.5. Except for disputes arising under ARTICLE XIX LABOR STANDARDS, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under ARTICLE XI DISPUTE RESOLUTION/CLAIM PROCEDURE.

11.1.6. All Claims by the Contractor shall be made in writing and submitted to CMHA for a written decision.

A. A claim by CMHA against the Contractor shall be subject to a written decision by the Contracting Officer.

11.2. Initiation of a Claim

11.2.1. Every Claim shall accrue upon the date of occurrence of the event giving rise to the Claim.

11.2.2. Except as provided, the Contractor shall initiate every Claim by giving written notice of the Claim to CMHA within ten (10) calendar days after occurrence of the event giving rise to the Claim, with the following exceptions:

A. The 10-day time limit on initiating a Claim arising from the response of an RFI by CMHA begins to run on the date of the response.

B. The 10-day time limit on initiating a Claim arising from CMHA's determination concerning a Differing Site Condition begins to run on the date of the determination .

11.2.3. The Contractor's written notice of a Claim shall provide the following information:

A. Nature and anticipated amount of the impact, including all costs for any interference, disruption, hindrance, or delay, which shall be calculated and be a fair and reasonably accurate assessment of the damages suffered or anticipated by the Contractor;

B. Identification of the circumstances responsible for causing the impact, including, but not limited to, the date or anticipated date, of the commencement of any interference, disruption, hindrance, or delay;

C. Identification of activities on the Construction Progress Schedule that will be affected by the impact or new activities that may be created and the relationship with existing activities;

D. Anticipated impacts and anticipated duration of any interference, disruption, hindrance, delay, or impact, and any remobilization period; and

E. Recommended action to avoid or minimize any interference, disruption, hindrance, delay, or impact.

11.2.4. The Contractor's failure to initiate a Claim as and when required shall constitute the Contractor's irrevocable waiver of the Claim.

11.3. Substantiation of Claims General

11.3.1. Within thirty (30) calendar days after the initiation of a Claim, the Contractor shall submit three (3) copies of all information and statements required to substantiate a Claim and all other information that the Contractor believes substantiates the Claim.

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11.3.2. The Contractor shall substantiate all of its Claims by providing the following minimum information:

A. A narrative of the circumstances, which gave rise to the Claim, including without limitation the start date of the event or events and the actual or anticipated finish date;

B. Detailed identification of the Work affected by the event giving rise to the Claim;

C. Copies of the Contractor's daily log for each day of impact;

D. Copies of relevant correspondence and other information regarding or supporting Contractor's entitlement;

E. Copies of any and all information related to the Contractor's costs, including all job cost reports, bid take offs, and other financial information related to the Contractor's Claim;

F. The notarized Certification of a Claim

11.4. Substantiation of Claims for increase of the Contract Sum

11.4.1. In addition to the minimum information required by Contractor, the Contractor shall substantiate each Claim for an increase of the Contract Sum with:

A. Written documentation of the actual additional direct and indirect costs to the Contractor due to the event giving rise to the Claim;

B. A written statement from the Contractor that the increase requested is the entire increase in the Contract Sum associated with the Claim; and

C. The general substantiation documentation.

11.5. Substantiation of Claims for Extension of the Contract Time

11.5.1. In addition to the minimum information required by Contractor, the Contractor shall substantiate each Claim for an extension of the Contract Times with:

A. Written documentation of the actual delay to the critical path of the Construction Progress Schedule due to the event giving rise to the Claim;

B. A detailed written Proposal for an increase in the Contract Sum that would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay, A written statement from the Contractor that the extension requested is the entire extension of the Contract Times associated with the Claim; and

D. The general substantiating documentation.

11.5.2. In addition, if adverse weather conditions are the basis for a Claim for additional time, the Contractor shall document the Claim with data substantiating that weather conditions were abnormal for the period, could not have been reasonably anticipated, and had an adverse effect on a critical element of the scheduled construction.

11.6. Certification of a Claim

11.6.1. The Contractor shall certify each Claim within thirty (30) calendar days after initiating the Claim or before Contract Completion, whichever is earlier, by providing the notarized Certification of a Claim specified below, signed and dated by the Contractor:

A. *"The undersigned Contractor certifies that the Claim is made in good faith; that the supporting data is accurate and complete to the best of the Contractor's knowledge and belief; that the amount requested is a fair, reasonable, and necessary adjustment for which the Contractor believes that CMHA is liable; and that the undersigned is duly authorized to certify the Claim on behalf of the Contractor."*

11.7. Delay and Delay Damage Limitations

11.7.1. Subject to other provisions of the Contract, the Contractor will be entitled to an extension of the Contract Times on account of delay in the commencement or progress of Work on the critical path of the Construction Progress Schedule caused by acts of unforeseeable Nature or the public enemy, acts of the government not arising from the Contractor's failure to comply with Applicable Law, fires, floods, epidemics, weather, and labor disputes beyond the Contractor's control.

11.7.2. Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum, or an extension of the Contract Times, or both:

A. On account of the impact of any normal adverse weather on any of the Work or on account of the impact of any abnormal adverse weather on Work not on the critical path;

B. To the extent that a delay occurs concurrently with a delay attributable to the Contractor; or

C. On account of the delay of any Work not on the critical path.

i. When the Contractor is prevented from completing any part of the Work on the critical path within the Contract Time due to weather conditions, provided the Contractor properly initiates a Claim, the Contract Time will be extended by one (1) day for each work day lost due to weather that delays Work on the critical path in excess of those in the following table:

Month	Number of Workdays Lost Due To Weather
January	8
February	8
March	7
April	6
May	5
June	4
July	4
August	4
September	5
October	6
November	6
December	6

11.7.3. Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum or any type of damages on account of a delay in the commencement or progress of Work on the critical path unless:

A. The delay is caused by CMHA; and

B. The delay was not authorized or permitted under the Contract.

11.7.4. Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum or any type of damages arising from a delay in the commencement or progress of any the Work caused by the occurrence or non-occurrence of an event beyond CMHA's control such as acts of Nature or the public enemy, acts of the government, fires, floods, epidemics, labor disputes, unusual delivery delays, weather, or damages caused by the Contractor.

11.8. Derivative Claims

11.8.1. Notwithstanding any other provision of the Contract to the contrary, if CMHA prosecutes a claim, suit, or appeal against a Separate Consultant or Separate Contractor to recover damages the Contractor suffers on account of the acts or neglects of a Separate Consultant or Separate Contractor or person or entity for whom either is legally responsible, CMHA's liability to the Contractor shall not exceed the amount CMHA actually recovers from the Separate Consultant or Separate Contractor on account of those damages less the costs CMHA incurs recovering them. CMHA is not obligated to prosecute any such claim, suit, or appeal.

11.9. Claim Decision

11.9.1. CMHA shall, within sixty (60) calendar days (unless otherwise requested), decide Claims submitted by Contractor or notify the Contractor of the date by which the decision will be made.

11.9.2. The Contracting Officer's decision shall be final with respect to Claims by Contractor unless the Contractor:

A. Appeals in writing to a higher level at CMHA in accordance with the CMHA's policy and procedures;

B. Refers the appeal to an independent mediator or arbitrator; or

C. Files suit in a court of competent jurisdiction. Such suit must be filed within fifteen (15) calendar days (unless a different time period is identified in the Claim Decision)after receipt of CMHA's decision.

11.9.3. The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, Claim, appeal, or action arising under or relating to the Contract, and comply with any decision of CMHA.

11.10. Audit of a Claim

11.10.1. All Claims submitted by Contractor shall be subject to audit at any time following filing of the Claim by Contractor, whether or not the Claim is part of any lawsuit.

11.10.2. The audit may be performed by employees of CMHA or by a consultant engaged by CMHA.

11.10.3. The audit may begin upon 10-days' notice to the affected Contractor or affected Subcontractor.

11.10.4. The Contractor shall cooperate with the request.

11.10.5. Failure of the Contractor or Subcontractor to produce sufficient records to allow CMHA to audit and verify a Claim shall constitute an irrevocable waiver of the Claim or portion of the Claim that could not be completely audited.

11.10.6. The Contractor shall make available to CMHA all Contractor and Subcontractor documents related to the Claim including, without limitation, the following documents:

- **A.** Daily time sheets and superintendent's daily reports;
- **B.** Union agreements, if any, and employer agreements;
- **C.** Insurance, welfare, fringes, and benefits records;
- **D.** Payroll tax returns;
- **E.** Material invoices, purchase orders, Subcontracts, and all material and supply acquisition contracts;
- **F.** Material cost distribution worksheets;
- **G.** Equipment records (list of Contractor equipment, rates, etc.);
- **H.** Vendor rental agreements and Subcontractor invoices;
- **I.** Subcontractor payment certificates;
- **J.** Canceled checks (payroll and vendors);
- **K.** Job cost report;
- **L.** Job payroll ledger;
- **M.** General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
- **N.** Cash disbursements journal;
- **O.** Financial statements for all years reflecting operations on the Project;
- **P.** Income tax returns for all years reflecting operations on the Project;
- **Q.** Depreciation records on all equipment utilized whether the records are maintained by the Contractor, its accountant, or others;
- **R.** If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all other source documents;
- **S.** All documents that reflect the Contractor's actual profit and overhead during the years the Project was being performed;
- **T.** All documents related to the preparation of the Contractor's Bid, including the final calculations on which the Bid was based, unless the documents are placed in escrow under provisions of the Instructions to Bidders;
- **U.** All documents that relate to the Claim together with all documents that support the amount of damages as to the Claim;
- **V.** Worksheets used to prepare the Claim establishing the cost components for items of the Claim including, but not limited to, labor, fringes, benefits and insurance, materials, equipment, Subcontractors, and all documents that establish the periods of time, individuals involved, the hours and rate of pay for the individuals; and
- **W.** All other documents required by CMHA to reasonably review the Claim.

11.11. False Certification of a Claim

11.11.1. If the Contractor falsely certifies all or any part of a Claim, the portion of the Claim falsely certified shall be denied, and may be sufficient cause for CMHA to exclude Contractor from future contracting opportunities as permitted by law.

11.11.2. The Contractor shall not knowingly present or cause to be presented to the Owner a false or fraudulent Claim.

- **A.** Knowingly shall have the same meaning as in the Federal False Claims Act.

11.11.3. If the Contractor knowingly presents or causes to be presented a false or fraudulent Claim, then the Contractor shall be liable to the Owner for the same civil penalty and damages as the United States Government would be entitled to recover and shall also indemnify and hold the Owner harmless from all costs and expenses, including Owner's attorneys' and consultants' fees and expenses incurred in investigating and defending against such Claim and in pursuing the collection of such penalty, damages and fees and expenses.

12. ARTICLE XII WARRANTY

12.1. Warranty of Title

12.1.1. The Contractor warrants good title to all materials, supplies, and equipment incorporated in the Work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

12.2. Warranty of Construction

12.2.1. In addition to any other warranties in this Contract, the Contractor warrants that work performed under this contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

A. Work not conforming to those requirements, including Substitutions not properly approved and authorized, may be considered Defective Work.

B. If required by CMHA, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

12.2.2. The Contactor shall remedy, at the Contractor's expense, any Work that does not conform to the requirements of the Contract Documents, or any Defective Work.

A. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to CMHA-owned or controlled real or personal property when the damage is the result of:

i. Any action or inaction by Contractor;

ii. The Contractor's failure to conform to Contract requirements; or

iii. Any defects of equipment, material, workmanship or design furnished by the Contractor.

12.2.3. The Contractor shall restore any work damaged in fulfilling the terms and conditions of Warranty of Construction.

A. The Contractor's Warranty with respect to work repaired or replaced shall be extended for a period of not less than one year, beyond the original Warranty period required under the Contract, of repair or replacement.

12.2.4. CMHA shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

A. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, CMHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

12.2.5. With respect to all warranties, express or implied, from Subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

A. Obtain all warranties that would be given in normal commercial practice;

B. Require all warranties to be executed in writing, for the benefit of CMHA; and

C. Enforce all warranties for the benefit of CMHA.

12.2.6. If the Contractor or a Subcontractor recommends a particular product, material, system, or item of equipment for incorporation into the Project and CMHA accepts that recommendation, the above Warranty shall include a warranty from the Contractor to CMHA that the recommended product, material, system, or item of equipment is fit and appropriate for the associated purpose.

12.3. Warranty Walk-through Contractor

12.3.1. At CMHA's request, Contractor shall perform a walkthrough of the property no earlier than three months prior to the expiration of any Warranty.

A. If Contractor is unavailable for the Warranty walk-thru, the Warranty shall be extended until the time Contractor is available.

13. ARTICLE XIII BONDS

13.1. Bid Bond/Guaranty

13.1.1. The Contractor shall provide to CMHA a Bid Guaranty in the form of either:

A. A Bond for 10% of the Bid; or

B. A certified check, cashier's check or letter of credit revocable only at the option of CMHA and shall be in the amount of 10% of the Bid.

13.1.2. The Bid Guaranty shall be conditioned to:

A. Provide that Contractor will, after award, enter into a contract with CMHA in accordance with the bid, plans, details, and specifications.

B. If the Bidder fails to enter into the Contract and CMHA awards Contract to next lowest bidder, the Bidder and the Surety on the Bidder's Bid are liable to CMHA for the lessor of either:

i. The difference between the Bidder's Bid amount and the bid amount of the next lowest bidder; or

ii. For a penal sum of the Bond in the amount of 10% of the Bidder's Bid.

C. If CMHA does not award the Contract to the next lowest bidder but resubmits the Project for bidding, the Bidder failing to enter into the Contract and the Surety on the Bidder's Bond are liable to CMHA for a penal sum on the Bond not to exceed 10% of the amount of the Bidder's Bid amount.

13.1.3. Where CMHA accepts a Bid but the Bidder fails or refuses to enter into a Contract in accordance with the Contract Documents included with the Bid, including the plans, details, and specifications, within ten (10) calendar days after Notice of Intent, the Bidder and Surety on any Bond are liable for the amount of the difference between the amount of the Bidder's Bid and the amount of the Bid from next lowest Bidder.

13.1.4. All Bid Guaranties shall be payable to CMHA, be for the benefit of CMHA and be deposited with CMHA**.**

13.2. Payment and Performance Bond

13.2.1. In addition to any other requirements in the Contract Documents, Contract Commencement does not occur until CMHA receives a Payment and Performance Bond.

13.2.2. Contractor shall, within ten (10) calendar days of CMHA's delivery of signed Contract to Contractor, unless otherwise specified by CMHA in writing, deliver to CMHA a payment and performance bond with a penal sum in the amount of 100% of the Contract Sum (which includes all acceptable alternates).

13.2.3. The Payment and Performance Bond shall contain the following a condition that indemnifies CMHA against all damages suffered by CMHA as a result of the failure of Contractor to perform the Work in accordance with the requirements of the Contract Documents, including, the plans, details, and specifications, and the Payment and Performance Bond shall state that Contractor shall pay all lawful claims of Subcontractors, material suppliers, and laborers for labor performed or material furnished in carrying forward, performing or completing the Contract.

13.2.4. All Bonds requirement by the Contract shall be obtained from companies holding certificates of authority as acceptable sureties and shall be listed on the U.S Treasury Circular 570 (T-List).

A. Each company shall be licensed to do business in Ohio and satisfactory to CMHA.

13.2.5. The Contractor shall submit with each executed Bond:

A. A certified copy of the authority to act (power of attorney) of the agent signing the Bond on behalf of the Surety, and

B. A current signed Certificate of Compliance issued by the Ohio Department of Insurance demonstrating that Surety is licensed to do business in Ohio.

13.2.6. If the Contract Sum increases at any time such that it exceeds the sum of the Bond, the Contractor shall cause the penal sum of the Bond to be increased such that the sum equals one-hundred percent of the increased Contract Sum.

13.2.7. Any time Contractor increases the sum of the Bond, the Contractor shall deliver to CMHA written consent of the affected Surety confirming the increased penal sum of the Bond.

A. CMHA's receipt of that written consent is a condition precedent to CMHA's obligation to pay the Contractor for any portion of the Work associated with the increase.

13.2.8. If notice of any change affecting the Contract is required by any Surety or by the provision of any Bond, the Contractor shall provide that notice.

14. ARTICLE XIV INSURANCE

14.1. Contractor's General Insurance Requirements

14.1.1. Throughout the performance of the Work or longer as may be described below, the Contractor and each Subcontractor shall obtain, pay for and keep in force, the minimum insurance coverage.

14.1.2. On a case-by-case basis, CMHA and Contractor may mutually agree to adjust the insurance requirements for any particular subcontractor.

14.1.3. All insurance shall be carried with companies which are financially responsible and admitted to do business in the State of Ohio.

A. If any such insurance is due to expire prior to Contract Completion, the Contractor (including Subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer.

B. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least thirty (30) calendar days prior written notice has been given to CMHA.

14.2. Minimum Coverage Requirements

14.2.1. Workers' Compensation:

A. In accordance with the State of Ohio Workers' Compensation laws

14.2.2. Commercial General Liability

A. With a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence unless otherwise specified by CMHA in writing, to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others.

B. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability.

C. If the Contractor has a "claims made" policy, then the following additional requirements apply:

i. The policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and

ii. The extended reporting period may not be less than five years following the completion date of the Contract.

14.2.3. Employers Liability Coverage

A. Unless otherwise specified by CMHA in writing**,** the Contractor shall maintain employer's liability coverage with:

i. An each accident limit of not less than $1,000,000;

ii. A disease each-employee limit of not less than $1,000,000; and

iii. A disease policy limit of not less than $1,000,000.

14.2.4. Automobile Liability

A. On owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $ 1,000,000 per occurrence.

14.2.5. Builder's Risk Insurance

A. Before commencing Work, the Contractor shall furnish CMHA with a certificate of insurance evidencing that **Builder's Risk** (fire and extended coverage) **Insurance** on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force.

i. The Builder's Risk Insurance shall be for the benefit of the Contractor and CMHA as their interests may appear and each shall be named in the policy or policies as an insured.

ii. The Contractor if installing equipment supplied by CMHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by CMHA.

iii. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started.

iv. It need not be carried on landscape work.

v. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by CMHA.

vi. The Contractor may terminate this insurance on buildings as of the date CMHA issues a Certificate of Contract Completion.

B. The amount of Builder's Risk coverage shall not be less than the total completed value of the Project, including the value of permanent fixtures and decorations, with a deductible of not more than $25,000 per occurrence.

i. Contractor shall be responsible for paying all deductibles for any and all claims made under the Builder's Risk policy; and,

ii. Any deductible over the amount specified in this provision shall be authorized in writing by CMHA.

C. Coverage shall include a provision to pay the reasonable extra costs of acceleration and expediting temporary and permanent repairs to, or permanent replacement of, damaged property.

i. This shall include overtime wages and the extra costs of "express" or other means of expedited transportation and/or delivery of supplies necessary to the repair of replacement.

D. Coverage shall include "soft costs endorsement" including, but not limited to, the reasonable extra costs of the A/E and reasonable Contractor extension or acceleration costs.

E. Coverage shall include material in transit or stored in off-site and identified for the Project.

F. Coverage shall waive all rights between CMHA, Contractor, and Subcontractors at any tier, for damages caused by fire or any other perils to the extent of actual recovery of any insurance proceeds under the policy.

G. Coverage shall include appropriate sub-limits for installation coverage.

H. Coverage shall include provisions for mechanical or electrical breakdown, or boiler system testing.

I. Coverage shall include temporary structures and scaffolding, along with collapse coverage.

J. Coverage shall be primary to all other applicable insurance.

K. The Builder's Risk policy shall specifically permit partial occupancy by CMHA prior to Contract Completion and coverage shall remain in effect until CMHA issues a Certificate of Contract Completion.

L. The Contractor's tools and equipment shall not be covered under the Builder's Risk policy.

i. It is the Contractor's sole responsibility to maintain insurance coverage for tools and equipment used on the Project, which shall be included in its Overhead (a component of Contractor's Fee) and not included as a separate item in Contractor's Schedule of Values.

M. If Contractor is involved solely in the installation of material and equipment and not in new building construction, the Contractor shall purchase and maintain a Builder's Risk, Builder's Risk-renovations, or installation floater insurance policy that complies with the requirements of Article XIV.

14.2.6. Umbrella/Excess Liability

A. The Contractor may employ an umbrella/excess liability policy to achieve the above required minimum coverage.

B. Unless otherwise specified by CMHA in writing, for Construction Contracts in excess $1,000,000, the Contractor shall maintain umbrella/excess liability coverage with a limit of not less than $2,000,000 (in addition to the above-required limits) if the Work (or Work to be performed by the Subcontractor) includes any of the following:

i. Brick/block masonry;

ii. Exterior caulking/sealant;

iii. Cast-in-place or precast concrete;

iv. Damp proofing/waterproofing;

v. Electrical;

vi. Elevator;

vii. Exterior glass and/or glazing;

viii. Exterior marble, granite, and/or other stonework;

ix. Miscellaneous metals;

x. Plaster/stucco;

xi. Plumbing;
xii. HVAC;
xiii. Roofing and/or sheet metal;
xiv. Scaffolding;
xv. Spray-on fireproofing;
xvi. Sprinkler and/or fire protection; or
xvii. Structural steel and/or metal deck.

C. Unless otherwise specified by CMHA in writing, the Contractor shall maintain umbrella/excess liability coverage with a limit of not less than $5,000,000 (in addition to the above-required limits) if the Work (or the Work to be performed by the Subcontractor) includes any of the following:
i. Caissons and/or piles;
ii. Major Demolition;
iii. Excavation and/or utility work;
iv. Sheeting, shoring, and/or underpinning;
v. Window washing equipment; or
vi. Wrecking.

14.2.7. Professional Liability – Contractor

A. Unless otherwise specified by CMHA in writing, the Contractor shall maintain professional liability insurance (including without limitation for sprinkler and/or fire protection and other design-build work included in the Work) without design-build exclusions with a limit not-less than $1,000,000 each claim and an annual-aggregate limit of not less than $2,000,000.
B. The professional liability policy shall have an effective date on or before the date that the Contractor first started to provide any Project-related services.
C. Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise CMHA in writing of any actual or alleged claims that may erode the professional liability limits.
D. The Contractor shall maintain the professional liability insurance in effect for no less than 5 years after the earlier of the termination of the Contract or Substantial Completion of all Work.

14.2.8. Additional Property Insurance

A. For any demolition, blasting, excavating, tunneling, shoring, or similar operations, the Contractor shall provide and maintain Property Damage Liability insurance with a limit of liability equal to the limit as specified in the applicable provisions of ARTICLE XIV INSURANCE.

14.2.9. Equipment Coverage

A. CMHA will not insure or be liable for damage to any Contractor or Subcontractor owned, leased, rented, or borrowed tools, equipment, or vehicles.
B. The Contractor and Subcontractors are solely responsible for maintaining all insurance necessary to cover their tools, equipment, and vehicles.

14.3. Waivers of Subrogation

14.3.1. To the fullest extent permitted by applicable laws, the Contractor waives all rights against CMHA and its agents and employees for damages to the extent covered by any insurance, except rights to the proceeds of that insurance.
A. All policies shall accomplish the waiver of subrogation by endorsement or otherwise.

14.3.2. CMHA and Contractor waive all rights against each other for damages caused by fire or other perils to the extent actual recovery of any insurance proceeds under any property insurance or Builder's Risk insurance applicable to the Work.

15. ARTICLE XV INDEMNIFICATION

15.1. To the fullest extent permitted by Applicable Law, the Contractor shall indemnify, defend, and hold harmless the Indemnified Parties from and against all claims, costs, damages, losses, fines, penalties, and expenses (including but not limited to all fees and charges of attorneys and other professionals, and all court, arbitration, or other dispute-resolution costs) arising out of or in connection with the Project.

15.2. The Contractor's indemnification obligation under ARTICLE XV INDEMNIFICATION exists regardless of whether or not and the extent to which the claim, damage, loss, fine, penalty, or expense is caused by a party indemnified under ARTICLE XV INDEMNIFICATION.

15.2.1. Nothing in ARTICLE XV INDEMNIFICATION obligates the Contractor to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence.

15.3. The Contractor's obligations under ARTICLE XV INDEMNIFICATION shall not extend to the liability of the A/E, A/E's consultants, agents, representatives, or employees for negligent preparation or approval of Drawings, Specifications, Change Orders, opinions, and other responsibilities of the A/E, except to the extent covered by the Contractor's insurance.

15.4. In claims against an Indemnified Party by any direct or indirect employee (or the survivor or personal representative of that employee) of the Contractor or a person or entity for whom the Contractor may be liable, the indemnification obligation under ARTICLE XV INDEMNIFICATION will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefits acts.

15.5. The Contractor's indemnification obligation under ARTICLE XV INDEMNIFICATION will survive termination of the Contract and Date for Contract Completion.

15.6. CMHA may deduct from the Contract Sum any claims, losses, fines, penalties, and expenses for which the Contractor is liable under ARTICLE XV INDEMNIFICATION.

15.6.1. If those claims, damages, losses, fines, penalties and expenses exceed the unpaid balance of the Contract Sum, the Contractor shall immediately pay the difference to CMHA.

16. ARTICLE XVI DAMAGES

16.1. Liquidated Damages

16.1.1. If the Contractor fails reach Substantial Completion within the Contract Time for Substantial Completion, including any properly approved extension for the Contract Time for Substantial Completion, the Contractor shall pay to CMHA Liquidated Damages in accordance with the table in 16.1.4.

- **A.** Liquidated Damages for the Date for Contract Completion and any Milestone Dates in the Contract, not including Substantial Completion, shall be assessed on in accordance
- **B.** To the extent that the Contractor's delay or non-performance is excused under another clause in this Contract, Liquidated Damages shall not be due CMHA.
- **C.** The Contractor remains liable for damages caused other than by delay.

16.1.2. If CMHA terminates the Contractor's right to proceed, the resulting damage will consist of Liquidated Damages incurred until the Date of Contract Completion, together with any increased costs incurred by CMHA in completing the Work.

16.1.3. If CMHA does not terminate the Contractor's right to proceed, the resulting damage will consist of Liquidated Damages incurred until the Date of Contract Completion.

16.1.4. If the Contractor fails to achieve a Milestone Date, excluding the Date for Substantial Completion, within the associated Contract Time, the Contractor shall (at CMHA's option) pay to or credit CMHA the Liquidated Damages per day sum determined according to the following schedule for each day that the Contractor fails to achieve a Milestone within the associated Contract Time.

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Contract Sum	Liquidated Damages per day
Less than $100,000	$200
From $100,000 to $500,000	$400
From $500,000.01 to $1,000,000	$500
From $1,000,000.01 to $3,000,000	$750
More than $3,000,000	$1,000

16.1.5. If the Contractor simultaneously fails to achieve two or more Milestones, including the Date for Substantial Completion, CMHA shall be entitled to recover the sum of the associated Liquidated Damages per day rates.

16.1.6. The Liquidated Damages described are only intended to compensate CMHA for the direct damages it incurs as a result of the Contractor's failure to achieve the Milestones, including the Date for Substantial Completion, within their associated Contract Times.

16.1.7. The Liquidated Damages described are not intended to compensate CMHA for any damages CMHA incurs on account of:

- **A.** Any claims attributable to the Contractor that are brought by others including Separate Consultants and Separate Contractors; or
- **B.** Any failure of the Contractor to timely, properly, and completely perform the Contract other than the failure to achieve the Milestones, including the Date for Substantial Completion, within their associated Contract Times.

16.1.8. The parties acknowledge that the above-listed Liquidated Damages per day sums are not penalties, and they each irrevocably waive the right (if any) to challenge the validity and enforceability of those Liquidated Damages per day sums.

- **A.** Notwithstanding any other provision of the Contract Documents to the contrary, if a court determines that the Liquidated Damages per day sums or their application are void and unenforceable, CMHA shall be entitled to recover the actual damages that it incurs on account of the Contractor's failure to achieve the Date for Substantial Completion and/or one or more of the Milestones within the applicable Contract Times.

16.1.9. In addition to other rights that CMHA may have relative to the Liquidated Damages, CMHA may deduct the Liquidated Damages from the Contract Sum as the damages accrue.

A. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall immediately pay the amount of the insufficiency to CMHA. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless CMHA, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, associated with the failure of the Contractor to timely and properly reimburse CMHA for any Liquidated Damages.

16.2. Mutual Waiver of Consequential Damages

16.2.1. Except as providedLiquidated Damages, CMHA and Contractor each waive against the other all Claims for consequential damages that may arise out of or relate to this Contract.

A. CMHA's waiver includes Claims for loss of use, income, profit, revenue, financing, cost of capital, business and reputation, management and employee productivity, and consequential damages arising from termination of the Contract or related to insolvency.

B. The Contractor's waiver includes:

i. Claims for unabsorbed home-office overhead;

ii. Any other form of overhead in excess of that specifically provided for;

iii. Delay damages except as otherwise specifically provided for;

iv. Increased cost of funds for the Project;

v. Lost opportunity to work on other projects;

vi. Losses of financing, business, and reputation;

vii. Loss of profit except anticipated profit, arising directly from properly performed Work;

viii. Loss of bonding capacity; and

ix. Consequential damages arising from termination of the Contract or related to insolvency.

16.2.2. Notwithstanding Section 16.2.1, this Section 16.2:

A. Does not apply to any damages that would be covered by insurance provided in connection with the Project if the Contract did not include Section 16.2.1 **;**

B. Does not apply to the Contractor's indemnity obligations for third-party claims against the Indemnified Parties even if those claims are for damages that Section 16.2.1 would otherwise preclude;

C. Does not preclude CMHA's recovery of Liquidated Damages; and

D. Does not apply to Claims for damages arising from CMHA's or the Contractor's gross negligence or willful misconduct.

16.3. This ARTICLE 16 hall survive termination of the Contract.

17. ARTICLE XVII EQUAL OPPORTUNITY

17.1. Prohibition Against Discrimination

17.1.1. During the performance of this Contract, the Contractor agrees as follows:

A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

B. The Contactor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap.

i. Such action shall include, but not be limited to:

(a) Employment;
(b) Upgrading;
(c) Demotion;
(d) Transfer
(e) Recruitment or recruitment advertising;
(f) Layoff or termination;
(g) Rates of pay or other forms of compensation; and
(h) Selection for training, including apprenticeship.

C. The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by CMHA that explain ARTICLE XVII EQUAL OPPORTUNITY.

D. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.

E. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under ARTICLE XVII EQUAL OPPORTUNITY, and post copies of the notice in conspicuous places available to employees and applicants for employment.

F. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

G. The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, pursuant thereto.

i. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

H. In the event of a determination that the Contractor is not in compliance with ARTICLE XVII EQUAL OPPORTUNITY or any rule regulations, or order of the Secretary of Labor, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government Contracts, or Federally assisted construction contracts under the procedures authorized, in Executive Order 11246, as amended.

i. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law, including the following as provided by ORC:

(a) In the event Contractor fails to comply with these nondiscrimination provisions, CMHA shall deduct from the amount payable to the Contractor a forfeiture of the statutory penalty pursuant to ORC for each person who is discriminated against or intimidated.

(b) The Contract may be terminated or suspended in whole or in part by CMHA and all money due hereunder may be forfeited in the event of a subsequent violation of the foregoing nondiscrimination provisions.

(c) The Contractor shall include the terms and conditions of ARTICLE XVII EQUAL OPPORTUNITY in every Subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each Subcontractor or vendor.

(d) The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigations to protect the interests of the United States.

I. Compliance with the requirements of ARTICLE XVII EQUAL OPPORTUNITY shall be to the maximum extent consistent with, but not in derogation of compliance with the Indian Self-Determination and Education Assistance Act and the Indians Preference clause of this Contract.

J. The Contractor shall cooperate fully with the States Equal Opportunity Coordinator (EOC), with any other official or agency of the state of federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Contract.

18. ARTICLE XVIII SECTION 3

18.1. In order to promote Employment, Training, and Contracting Opportunities for Low-Income Persons, the Contractor shall participate in CMHA's Section 3 Program.

18.2. The Work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

18.2.1. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

18.3. The parties to this Contract agree to comply with HUD's regulations in 24 CFR, which implement Section 3.

18.3.1. As evidence by the execution of the Contract, the parties to this Contract certify that they are under no contractual or other impediments that would prevent them from complying with the regulations.

18.4. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a narrative advising the labor organization or workers' representative of the Contractor's commitments, and will post copies of this notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

18.4.1. The notice shall describe the preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work will begin.

18.5. The Contractor agrees to include ARTICLE XVIII SECTION 3 in every subcontract subject to compliance with regulations in 24 CFR, and agrees to take appropriate action, as provided in an applicable provision of the Subcontract or in ARTICLE XVIII SECTION 3, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR.

18.5.1. The Contractor will not Subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR.

18.6. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR.

18.7. Noncompliance with HUD's regulations in 24 CFR may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

18.8. Section 3 Reporting Requirements

18.8.1. Monthly Section 3 Compliance Reports are to be submitted to the Economic Inclusion Coordinator.

18.8.2. These reports should include a listing of the Contractor's current local workforce, any new hiring or subcontracting that has occurred, along with identifying information on all new hires and all subcontractors.

18.9. The Contractor shall cooperate fully with requests for additional Section 3 information and documentation **as needed by** CMHA or the Contracting Authority.

19. ARTICLE XIX LABOR STANDARDS

19.1. Compliance with Davis Bacon and Related Acts requirements

19.1.1. All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR are herein incorporated by reference in this Contract.

19.2. Minimum Wages

19.2.1. All laborers and mechanics employed under this Contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

A. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period.

B. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR.

C. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

D. The wage determination (including any additional classification and wage rates conformed under 29 CFR and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

19.2.2. Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.

A. HUD shall approve any additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

i. The work to be performed by the classification requested is not performed by a classification in the wage determination;

ii. The classification is utilized in the area by the construction industry; and

iii. The proposed wage rate, including bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210.

i. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) calendar days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

C. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination.

i. The Administrator or an authorized representative, will issue a determination within thirty (30) calendar days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time was necessary.

D. The wage rate (including fringe benefits where appropriate) shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

19.2.3. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

19.2.4. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met.

A. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

19.3. Withholding of Funds

19.3.1. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract.

A. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the Project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

B. HUD or its designee may, after written notice to the Contractor or Subcontractor, issue payment to the respective employees to whom they are due.

19.4. Payrolls and Basic Records

19.4.1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the Project.

A. Such records shall contain:

i. The name, address, and social security number of each such worker;

ii. His or her correct classification

iii. Hourly rates of wages paid

(a) Including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in the Davis-Bacon Act;

iv. Daily and weekly number of hours worked;

v. Deductions made; and

vi. Actual wages paid.

B. Whenever the Secretary of Labor has found, under 29 CFR, that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

i. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

19.4.2. The Contractor shall submit for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee.

A. The payrolls submitted shall set out accurately and completely all of the information required to be maintained.

B. This information may be submitted in any form desired.

i. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

C. The Contractor is responsible for the submission of copies of payrolls by all Subcontractors (Approved by the Office of Management and Budget under OMB Control Number 1214-0149).

i. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor, or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(a) That the payroll for the payroll period contains the information required to be maintained and that such information is correct and complete;

(b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or from the full wages earned, other than permissible deductions as set forth in 29 CFR; and

(c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated in to the Contract.

ii. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance".

iii. The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Title 18 and Title 31 of the United States Code.

19.4.3. Records

A. The Contractor or Subcontractor shall make the records available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job.

B. If the Contractor or Subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.

C. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR.

19.5. Apprentices & Trainees

19.5.1. Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first ninety (90) calendar days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

A. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

i. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed , shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

ii. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

B. Where a Contractor is performing construction on a project in a locality other than that in which registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed.

C. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

i. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

ii. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

iii. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

D. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

19.5.2. Trainees

A. Except as provided for in 29 CFR, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

B. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

C. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

i. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

ii. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices.

iii. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed.

iv. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

D. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work until an acceptable program is approved.

19.5.3. Equal Employment Opportunity

A. The utilization of apprentices, trainees, and journeymen shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR.

19.6. Compliance with Copeland Act requirements

19.6.1. The requirements of 29 CFR, which are hereby incorporated by reference in this Contract

19.7. Contract Termination; Debarment

19.7.1. A breach of ARTICLE XIX LABOR STANDARDS may be grounds for termination of the Contract and for debarment as a Contractor and a subcontractor.

19.8. Disputes Concerning Labor Standards

19.8.1. Disputes arising out of the labor standards provisions of Disputes Concerning Labor Standards shall not be subject to ARTICLE XI DISPUTE RESOLUTION/CLAIM PROCEDURE of this contract.

A. Such disputes shall be resolved in accordance with the procedures of the Department of Labor.

19.8.2. Disputes within the meaning of Disputes Concerning Labor Standards include disputes between the Contractor (or any of its Subcontractors) and CMHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

19.9. Certification of Eligibility

19.9.1. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by virtue of the Davis-Bacon Act or 29 CFR.

19.9.2. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of the Davis-Bacon Act or 29 CFR.

19.9.3. The penalty for making false statements is prescribed in the U. S. Criminal Code 18 U.S.C.

19.10. Contract Work Hours and Safety Standards Act

19.10.1. As used in 19.10 - Contract Work Hours and Safety Standards Act, the terms "laborers" and "mechanics" include watchmen and guards.

19.10.2. Overtime Requirements

A. No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half pay for all hours worked in excess of 40 hours in such workweek.

19.10.3. Violation; liability for unpaid wages; Liquidated Damage**s**

A. In the event of any violation, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages.

B. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

C. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages.

19.10.4. Withholding for unpaid wages and liquidated damages

A. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under any such Contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages.

19.11. Subcontracts

19.11.1. The Contractor or Subcontractor shall insert in any Subcontracts all the provisions contained in Subcontracts, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the Subcontractors to include these provisions in any lower tier Subcontracts.

19.11.2. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all these provisions.

19.12. Non-Federal Prevailing Wage Rates

19.12.1. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the Contract and shall not be enforced against the Contractor or any Subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

A. The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C.) to be prevailing in the locality with respect to such trade;

B. An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL- recognized State Apprenticeship Agency; or

C. An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

20. ARTICLE XX HEALTH, SAFETY AND ACCIDENT PREVENTION

20.1. General Contractor Requirements

20.1.1. In performing this Contract, the Contractor shall:

- **A.** Take reasonable precautions to ensure safety of individuals on the Project;
- **B.** Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- **C.** Protect the lives, health, and safety of other persons;
- **D.** Prevent damage to property, materials, supplies, and equipment; and
- **E.** Avoid work interruptions.

20.1.2. For these purposes, the Contractor shall:

- **A.** Comply with regulations and standards issued by the Secretary of Labor .
  - **i.** Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act; and
- **B.** Include the terms of ARTICLE XX HEALTH, SAFETY AND ACCIDENT PREVENTION in every Subcontract that such terms will be binding on each Subcontractor.
- **C.** The Contractor shall be responsible for its Subcontractors' compliance with the provisions of ARTICLE XX HEALTH, SAFETY AND ACCIDENT PREVENTION.
  - **i.** The Contractor shall take such action with respect to any Subcontract as CMHA, the Secretary of Housing or Secretary of Labor shall direct as a means of enforcing such provisions.
- **D.** The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational diseases or damages to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR;
- **E.** The Contractor shall pay any fine or cost incurred because of Contractor's violation, or alleged violation, of any Applicable Law.

20.2. Notification of Non-Compliance Procedure

20.2.1. To the extent CMHA is aware of Contractor's noncompliance with the safety requirements in the Contract, CMHA shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. However, CMHA's failure to notify Contractor of noncompliance with any applicable safety requirements, does not relieve Contractor of any obligation to comply with safety requirements for the Project.

- **A.** This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required.

20.2.2. After receiving the notice, the Contractor shall immediately take corrective action.

20.2.3. If the Contractor fails or refuses to take corrective action promptly, CMHA may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

20.2.4. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under Section 20.2.

20.3. Safety Plan

20.3.1. The Contractor is responsible for designing and implementing its own site-specific safety plan, including compliance with OSHA regulations and such plan shall meet or exceed CMHA's site-specific safety plan (if any).

20.3.2. Before starting any Work, the Contractor shall submit to CMHA a copy of the Contractor's site-specific safety plan and safety manuals.

20.4. Safety Data Sheets

20.4.1. The Contractor shall identify any material it uses at the Site with a Safety Data Sheet ("SDS") meeting the requirements of OSHA's Hazardous Communication Standard.

20.4.2. The Contractor shall maintain a notebook containing all of its applicable SDSs.

- **A.** This notebook shall be kept at the Site for the duration of the Project.

20.5. Hazardous Materials

20.5.1. Prohibition Against Hazardous Materials

A. The Contractor shall not introduce Hazardous Materials to the Project

20.5.2. Work Stoppage Due to Hazardous Materials

A. If the Contractor encounters material the Contractor reasonably believes to be, or contain, a Hazardous Material that has not been rendered harmless, the Contractor shall immediately stop Work in the affected area and verbally report the condition to CMHA, and within one (1) business day deliver written notice of the condition to CMHA.

B. CMHA will promptly determine the necessity of CMHA retaining a qualified environmental consultant to evaluate the suspected Hazardous Material and to issue a related written report.

i. Where appropriate, CMHA will engage a licensed abatement contractor to remove the material or render it harmless as directed.

C. The Contractor shall resume Work in the affected area upon written notice from CMHA that:

i. The suspect material was evaluated and found not to be or contain a Hazardous Material; or

ii. The suspect material has been removed or rendered harmless.

D. If the Contractor knowingly or negligently proceeds with the Work in an area where a Hazardous Material exists and has not been rendered harmless, the Contractor shall be solely responsible for all related claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performing the Work in the affected area. Further, to the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless CMHA, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, associated with Contractor knowingly or negligently proceeds with the Work in an area where a Hazardous Material exists and has not been rendered harmless.

E. The term "rendered harmless" means that the level of exposure is less than any applicable exposure standards set forth in Applicable Law.

20.6. Fires or Hot-Work

20.6.1. Contractor shall not burn any fires on the Site(s).

A. The Contractor shall notify the Project Manager twenty-four (24) hours before the start of non-routine or non-recurring hot-work.

i. Use of sources of fire, flame or sparks and flammable materials shall be kept to an absolute minimum.

ii. At the beginning of the Project, the Contractor shall inform the Project Manager of its intent to use blowtorches, welding apparatus or similar exposed flame and sparking devices.

iii. Similar notice shall be given in regard to the use of flammable liquids, adhesives, and cleaners.

B. The Contractor shall furnish an appropriate number of fire extinguishers (minimum of 1), which shall be within the immediate areas where work is being done at all times.

i. The extinguisher shall be adequate and suitable for the class of fire likely to be caused by the Contractor's operations.

20.7. Explosives and Blasting

20.7.1. The Contractor shall not conduct blasting on, or bring explosives to the Work Site without written approval of CMHA and other authorities with jurisdiction.

20.7.2. The Contractor shall perform all blasting, storing, and handling of explosives as required under Applicable Law.

20.7.3. The Contractor shall carry appropriate liability insurance coverage, as required by the Contract Documents, for its blasting and explosives storage and handling operations.

A. Immediately upon request, the Contractor shall deliver evidence of that insurance to CMHA.

21. ARTICLE XXI CONTRACT DOCUMENTS AND CONTRACT RECORDS

21.1. Examination and Retention of Contractor's Records

21.1.1. CMHA, HUD, or the Comptroller of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

21.1.2. The Contractor agrees to include in first-tier Subcontracts under this Contract a clause substantially the same as 21.1.1.

A. "Subcontract," as used in Examination and Retention of Contractor's Records, excludes purchase orders not exceeding $10,000.

21.1.3. The periods of access and examination for records relating to (1) appeals under ARTICLE XI DISPUTE RESOLUTION/CLAIM PROCEDURE of this contract, (2) litigation or settlement of claims arising from the performance of this Contract, or (3) costs and expenses of this Contract to which CMHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

21.1.4. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless CMHA, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or related to any dispute regarding what Person or Persons should be given access to the documents under Section 21.1.

21.1.5. The right of inspection, audit, and reproduction extends to all documents necessary to permit CMHA, or its agents, to perform a complete evaluation of all of the Contractor's costs related to the Project, including, but not limited to, the cost of pricing data submitted along with the computations and projections used therein.

21.1.6. If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to CMHA for a period of six (6) years from the date of termination.

21.2. Examination and Audit of Contractor's Records

21.2.1. CMHA may examine all books, records, documents and other data of the Contractor and its Subcontractors related to the bidding, pricing, or performance of the Work for any purpose, including, but not limited to, evaluating any Contractor Payment Request, Proposal, Modification, or Claim.

21.2.2. The above referenced materials shall be made available at the office of the Contractor or Subcontractor, as applicable, at all reasonable times for inspection, audit, and reproduction until the expiration of six (6) years after the date of Substantial Completion of all Work.

A. The Contractor shall maintain, and require its Subcontractors to maintain, complete and accurate business records at its principal place of business.

i. If the principal place of business is greater than 50 miles from the Site, the Contractor shall timely make records available, and shall require its Subcontractors to timely make records available, at the office of CMHA upon request for the records.

B. To the extent that the Contractor or Subcontractor, as applicable, informs CMHA in writing that any documents provided to CMHA are trade secrets, CMHA shall treat these documents, to the extent permitted by law, as trade secrets of the Contractor or Subcontractor, as applicable.

i. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless CMHA, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or related to any dispute regarding what Person or Persons should be given access to the documents under Section 21.2.

21.2.3. The right of inspection, audit, and reproduction extends to all documents necessary to permit adequate evaluation of the cost of pricing data submitted along with the computations and projections used therein.

21.2.4. If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to CMHA for a period of six (6) years from the date of termination.

21.2.5. Records that relate to disputes, litigation, or settlement of Claims arising out of the performance of the Work shall be made available until the dispute, litigation or Claims have been finally decided or settled.

21.3. Ownership of Contract Documents

21.3.1. CMHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda, drawings or letters concerning the research and reporting tasks of this Contract.

21.3.2. For data other than computer software, the Contractor grants to CMHA and others acting on its behalf, a paid-up, nonexclusive, irrevocable, world-wide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of CMHA.

21.3.3. CMHA alone owns the Contractor's Documents and the Contract Documents and every right, title, and interest therein.

21.3.4. The Contractor must execute and deliver and cause its agents and subcontractors to execute and deliver, to CMHA any transfers, assignments, documents or other instruments necessary to vest in CMHA the complete right, title, interest in and ownership of the Contractor's Documents.

21.3.5. The Contractor may retain copies of the Contractor's Documents and the Contract Documents for information, reference, and performance of the Work.

21.3.6. The submission or distribution of the Contractor's Documents or the Contract Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a waiver of CMHA's reserved rights in the Contractor's Documents.

A. Any unauthorized use of the Contractor's Documents or the Contract Documents shall be at the sole risk of the entity making the unauthorized use.

21.4. Intent of Contract Documents

21.4.1. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of Work by the Contractor.

21.4.2. The Contract Documents are complementary, and what is required by one is binding as if required by all.

21.4.3. The Contractor shall provide all labor materials necessary for the entire completion of the Work described in the Contract Documents and reasonably inferable to produce the intended results.

21.4.4. The Drawings govern dimensions, details, and location of the Work.

A. The Specifications govern the quality of materials and workmanship.

21.4.5. The organization of the Specifications in divisions, sections, and articles, and the arrangement of Drawings shall not restrict the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

21.4.6. Unless otherwise defined in the Contract Documents, words that have well known technical or construction industry meanings are used within those recognized meanings.

21.5. Use of Electronic Files

21.5.1. CMHA and Contractor reasonably expect that they will provide Electronic Files to each other to facilitate the design and construction of the Project consistent with current practices and customs in the construction industry.

21.5.2. CMHA and Contractor acknowledge that the use of Electronic Files involves risks not generally associated with the use of paper documents.

A. Those risks may include, but not be limited to, alteration (inadvertent or intentional) and deterioration, both of which may not be apparent through casual observation.

21.5.3. In the event of a discrepancy between information contained in a paper version of a document and the Electronic File of that document, the paper will govern.

21.5.4. Use of Electronic Files does not relieve the Contractor of its responsibility for the preparation, completeness, or accuracy of the Contractor's Documents.

21.6. Order of Precedence

21.6.1. In the event of any inconsistency or conflict within any of the Contract Documents, the Contractor shall provide the better quality of Work and comply with the stricter requirement.

21.6.2. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order.

A. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

22. ARTICLE XXII MISCELLANEOUS

22.1. Assignment

22.1.1. The Contractor shall not assign or transfer any interest in this Contract; except that Claims for monies due or to become due from CMHA under the Contract may be assigned to a bank, trust company, or other financial institution.

A. Such assignments of claims shall only be made with the written concurrence of CMHA.

B. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by CMHA.

22.1.2. Assignment of Antitrust Claims:

A. By signing the Agreement, the Contractor assigns, conveys and transfers to CMHA any right, title, and interest to any claims or causes of action it may have or acquire under state or federal antitrust laws relating to any goods, products, or services purchased, procured, or rendered to CMHA pursuant to the Contract.

22.1.3. CMHA and Contractor each bind themselves, their successors, assigns and legal representatives, to the other party to this Contract and to the successors, assigns, and legal representatives of the other party with respect to the Contract.

22.2. Contractor Performance Evaluation

22.2.1. CMHA may evaluate the Contractor's Performance at any time including without limitation during the progress of the Work, at the completion of a phase of the Project, and/or completion of the Project.

22.2.2. CMHA shall retain the evaluation.

A. The Contractor may request a copy of the completed evaluation(s).

i. If the Contractor wishes to comment or take exception to any rating or remark, the Contractor must send a response in writing to CMHA within thirty (30) calendar days of Contract Completion and/or Termination.

B. CMHA may use the evaluation(s) in determining the responsibility of the Contractor for award of future contracts.

C. Poor evaluations may lead to a determination that Contractor is not responsible and therefore ineligible for award of future contracts for a period of not less than one year.

D. CMHA may request information from the Contractor for use in evaluating the A/E's performance.

i. If information is requested, the Contractor shall comply in a timely and responsive manner.

E. If a breach of the Contract is committed by the Contractor or is attributable to a Subcontractor, that breach will be used in the responsibility analysis of the Contractor and Subcontractor (where applicable) for future contracts or subcontracts for a period of five (5) years after the date of the breach unless said breach results in Contractor being placed on debarment list, then for the period provided therein.

22.3. Prohibition Against Liens

22.3.1. The Contractor is prohibited from placing a lien on CMHA's property.

A. This prohibition shall apply to all Subcontractors at any tier and all materials suppliers.

22.4. Conflict of Interest

22.4.1. Interest of Members of Congress

A. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

22.4.2. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

A. No member, officer, or employee of CMHA, no member of the governing body of the locality in which the Project is situated, no member of the governing body of the locality in which CMHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

22.5. Limitation on Payments Made to Influence Certain Federal Financial Transactions

22.5.1. The Contractor agrees to comply with Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions:

- **A.** The awarding of any Federal contract;
- **B.** The making of any Federal grant;
- **C.** The making of any Federal loan;
- **D.** The entering into of any cooperative agreement; or
- **E.** The modification of any Federal Contract, grant, loan, or cooperative agreement.

22.5.2. The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

22.6. Procurement of Recovered Materials

22.6.1. In accordance with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) 40 CFR that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

- **A.** The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items:
  - **i.** Are not reasonably available in a reasonable period of time;
  - **ii.** Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
  - **iii.** Are only available at an unreasonable price.

22.6.2. 22.6.1 shall apply to items purchased under this contract where:

- **A.** The Contractor purchases in excess of $10,000 of the item under this contract; or
- **B.** During the preceding:
  - **i.** Purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and
  - **ii.** Purchased a total of in excess of $10,000 of the item both under and outside that contract.

22.7. Royalties and Patents

22.7.1. The Contractor shall pay all royalties and license fees and assume all costs incident to the use, in the performance of the Work or the incorporation in the Work, of any design, inventions, process, product, or devise that is the subject of patent rights or copyrights held by others.

- **A.** Contractor shall defined all suits or claims for infringement of any patent rights or copyrights and shall save CMHA harmless from loss on account thereof; except that CMHA shall be responsible for all such loss when a particular design, process, or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringements.
- **B.** If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent or copyright, the Contractor shall promptly notify the Contracting Officer.
  - **i.** Failure to give such notice shall make the Contractor responsible for resultant loss.

22.8. Contract Time for Substantial Completion

22.8.1. The Contractor shall have the Work Substantially Complete within **120** calendar days of the date for commencement of the Work established in the Notice to Proceed issued by CMHA. If a Notice to Proceed is not issued, the date for commencement of the Work shall be the effective date of the Contract.

22.9. Other Contracts

22.9.1. CMHA may undertake or award other contracts for additional work at or near the site of the Work under this contract.

22.9.2. The Contractor shall fully cooperate with the other contractors and with CMHA employees and shall carefully adapt scheduling and performing the work under this Contract to accommodate the additional work, heeding any direction that may be provided by CMHA.

22.9.3. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by CMHA employees.

22.10. Drug-Free Workplace

22.10.1. Each contractor shall be enrolled in and in good standing and shall require all subcontractors with whom the Contractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in the Revised Code prior to a subcontractor providing labor at the Project site of the public improvement.

22.11. Energy Efficiency and Sustainability Requirements

22.11.1. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act for the State in which the work under the contract is performed.

22.11.2. If the Project is designed and constructed under the Leadership in Energy and Environmental Design ("LEED") Rating System developed by the U.S. Green Building Council or another rigorous rating system used to facilitate achievement of sustainability goals for the Project, the Contractor shall provide submittals certifying achievement of sustainable designed rating system criteria for verification by the Green Building Certification Institute or other third party in accordance with the Contract Documents.

22.12. Clean Air and Water

22.12.1. The Contactor shall comply with the Clean Air Act, as amended 42 USC, the Federal Water Pollution Control Water Act, as amended 33 U.S.C., and standards issued pursuant thereto in the facilities in which this Contract is to be performed.

22.13. Public Relations

22.13.1. Public relations or publicity about the Project shall be solely within the control of and consent of CMHA.

22.13.2. Contractor shall submit to CMHA all advertising and publicity related matter relating to this Contract, including without limitation, information provided in social media, wherein CMHA's name is mentioned or language used from which the connection of CMHA's name may, in CMHA's judgment, be inferred or implied.

A. Contractor shall not publish or use such advertising and publicity matters without prior express written consent of CMHA.

22.14. Governing Law

22.14.1. This Contract shall be governed and construed exclusively by its terms and by the laws of the State of Ohio and any suit filed to enforce any term of this Contract shall be filed only in a court of competent jurisdiction in Hamilton County, Ohio.

22.14.2. The parties to this Contract shall comply with applicable law.

22.15. Written Notice

22.15.1. Notice under the Contract Documents shall be validly given if:

A. Delivered personally to a member of the organization for whom the notice is intended.

22.16. Taxes

22.16.1. Parties acknowledge that CMHA is a tax exempt entity and Contractor must use tax exemption status for all purchases made for the Project in which tax emption is permitted under law.

22.17. Computing Time

22.17.1. When the Contract Documents refer to a period of time by a number of days, the period shall be computed to exclude the first and include the last day of the period.

A. If the last day of the period falls on a Saturday or Sunday, or a legal holiday, that say shall be omitted from the computation and the period shall end on the next business day.

22.17.2. Except as excluded, the Contract Times and all other periods referred to in the Contract Documents includes Saturdays, Sundays, and all days defined as legal holidays below.

22.17.3. The standard workdays for the Work are Monday through Friday, excluding legal holidays.

22.17.4. The Legal Holidays are as follows:

A. New Year's Day
B. Martin Luther King Jr. Day
C. President's Day
D. Memorial Day
E. Independence Day
F. Labor Day
G. Columbus Day
H. Veterans Day
I. Thanksgiving Day
J. Christmas Day

22.18. Time is of the Essence

22.18.1. All time limits set forth in the Contract Documents are of the essence.

A. By signing this Contract, Contractor acknowledges that the Contract Times are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project.
B. By signing the Construction Progress Schedule, the Contractor acknowledges that the specified Milestone dates and the Date for Substantial Completion are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project.

22.18.2. The Notice to Proceed establishes the date for commencement of the Work.

22.18.3. The Contractor acknowledges that it may be subject to interference, disruption, hindrance, or delay in the progress of the Work from any cause.

A. The sole remedy for such interference, disruption, hindrance, or delay shall be an extension of the Contract TimeMODIFICATIONS, unless otherwise required by law.

22.19. Extent of Contract

22.19.1. The Contract Documents represent the entire and integrated agreement between CMHA and the Contractor and supersede all prior negotiations, representations, or agreement, either written or oral.

22.19.2. This Contract may be executed in any number of counterparts, each of which shall be regarded as original and all of which constitute but one and the same instrument.

22.19.3. The captions and headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions or sections hereof.

22.20. Severability

22.20.1. If any provision of this Contract is determined by a court having jurisdiction to be unenforceable to any extent, the rest of the provisions of this Contract will remain enforceable to the fullest extent permitted by law.

22.21. Facsimile/Electronic Mail Signature

22.21.1. Any party hereto may deliver a copy of its counterpart signature page of any Contract Documents via email, fax, or web-based project management software.

22.21.2. Each party shall be entitled to rely upon a scanned or facsimile signature of the other party in such a manner as if such a signature were an original.

22.22. No Third Party Interest

22.22.1. Except as expressly provided herein, no person or entity, other than CMHA and Contractor, will have any right or interest under the Contract, and the Contract does not create a contractual relationship of any kind between any persons or entities other than CMHA and the Contractor.

22.23. No Waiver

22.23.1. The failure of CMHA or Contractor to insist on anyone or more instances upon strict performance of any one or more of the provisions of the Contract or to exercise any rights under the Contract or provided by law will not be construed as a waiver or relinquishment of that provision or of the right to subsequently demand strict performance or exercise the right and the rights will continue unchanged and remain in full force and effect.

22.24. Assignment of Antitrust Claims

22.24.1. By signing this Contract, the Contractor conveys, assigns and transfers to CMHA any right, title, and interest in any claims or causes of action it may have or acquire under state or federal antitrust laws relating to any goods, products, or services purchased, procured, or rendered to CMHA pursuant to this Contract.

22.25. Survival of Obligations

22.25.1. All representations, indemnity obligations, warranties, guarantees, and other expressed continuing obligations under the Contract, will survive final payment, completion and acceptance of the Work, and termination or completion of the Contract.

22.26. Force Majeure

22.26.1. Neither party shall be liable for failure to perform if such failure is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, and/or insurrections.

22.27. Privacy

22.27.1. The Contractor agrees to Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act and any Personal information collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss.

22.27.2. Contractor shall ensure that its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein.

22.27.3. Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without express written consent of CMHA or otherwise required by law.

22.27.4. Contractor agrees to indemnify and hold harmless CMHA for any damages related to Contractor's unauthorized use of personal information.

22.28. Contractor Status

22.28.1. It is understood that the Contractor is an independent contractor and is not to be considered an employee of CMHA, or assume any right, privilege or duties of an employee.

23. ARTICLE XXIII DEFINITIONS AND TERMINOLOGY

23.1. Whenever used in the Contract Documents, the terms listed below will have the meanings meaning ascribed which are applicable to both the singular and the plural and the male and female gender thereof:

23.1.1. Abandonment

A. A willful decision by the Contractor suspending the progress of the work for an uninterrupted period of three (3) or more consecutive days (excluding weekends and holidays) and such suspension was not requested by CMHA and not caused by natural occurrences or acts of God.

23.1.2. Acceptable Component

A. A component listed in the Specifications after the Basis of Design Component.

23.1.3. Addenda

A. Written or graphic instruments issued prior to the opening of Bids that clarify, correct, or change the Bidding requirements or the Contract Documents.

23.1.4. Agreement

A. The form provided by CMHA, including all of its exhibits, that, when completed and signed by the Contractor and CMHA is evidence of the execution of the Contract.

23.1.5. Allowance

A. An amount budgeted for during the Bidding process for an item that has yet to be specified or defined and for which no exact dollar amount is available.

23.1.6. Alternate

A. A change in the proposed Project scope, which may include alternate materials or methods of construction and an amount stated on the Bid form to be added or deducted from the Base-Bid if the corresponding Alternate is incorporated into the Contract.

23.1.7. Applicable Law

A. All federal, state, and local codes, statutes, ordinances, and regulations that apply to the performance of the Work.

23.1.8. Architect/Engineer (A/E)

A. The person or other entity engaged by the CMHA to perform architectural, engineering, design, and other services related to the work as provided for in the Contract.

B. When CMHA uses an engineer to act in this capacity, the terms “architect” and “engineer” shall be synonymous.

23.1.9. Asbestos

A. Any material that contains more than one percent (1%) asbestos fiber and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA

23.1.10. As-Built Documents

A. Drawings, addenda, Specifications, executed Change Orders and other elements of the Contract Documents which the Contractor annotates and otherwise modified to indicate changes made during the construction process, the location of concealed and buried items, and other information useful to CMHA throughout the life of the completed Project.

23.1.11. Base-Bid

A. The amount stated in a Bid as the sum for which the Bidder offers to perform the Work in a particular trade or other category, which is described in the Contract Documents, excluding Alternates.

23.1.12. Basis of Design

A. A document that records the concepts, calculations, decisions, and product selections used to meet CMHA’s Project Requirements and to satisfy applicable regulatory requirements, standards, and guidelines.

B. The document includes both narrative descriptions and lists of individual items that support the design process.

23.1.13. Basis of Design Component

A. A component listed first in the Specifications.

23.1.14. Bid

A. The written offer of a Bidder submitted on the prescribed CMHA Bid Form setting forth the prices for the Work to be performed.

23.1.15. Bidder

A. The person that submits a Bid.

23.1.16. Bid Form

A. A form furnished by CMHA with the proposed Contract Documents that is to be completed, signed, and submitted containing the Bidder's Bid.

23.1.17. Bid Guaranty

A. A bid bond or other instrument of security authorized by 24 CFR submitted with the Bid to provide assurance that the Bidder will execute the Agreement.

23.1.18. Bond

A. Bid, performance and payment bonds and other instruments of security submitted by the Contractor to assure that the Contractor will perform the Work of the Contract, including making payment to Subcontractors and Material Suppliers.

23.1.19. Building Information Model (BIM)

A. A digital representation of physical and functional characteristics of a facility and a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle; defined as existing from earliest conception to demolition.

i. It describes the process of designing a building collaboratively using one coherent system of computer models rather than as separate sets of drawings.

23.1.20. Building Permit

A. The term building permit as used in the Contract Documents shall mean any and all permits required to comply with local and state building codes.

23.1.21. Certificate of Completion or Certificate of Contract Completion

A. A form, issued by CMHA, that documents the Contractors achievement of Contract Completion.

23.1.22. Certificate of Substantial Completion

A. A form, issued by CMHA, which is used to document:

i. That the Contractor has achieved Substantial Completion of the Work or a designated portion of the Work; and

ii. The date on which the associated Substantial Completion of the Work was achieved.

23.1.23. Change Order

A. A document recommended by the A/E and executed by CMHA and the Contractor that modifies the Contract and authorizes an addition, deletion, or revision in the work and an adjustment in the Contract Sum or the Contract Time or both.

23.1.24. Change Order Request

A. A CMHA prescribed form issued after execution of the Contract requesting a Change Order from the Contractor(s), which may initiate a Change Order to modify the Contract.

23.1.25. Claim

A. A demand or assertion, initiated by written notice as prescribe in the Contract Documents, by the Contractor or CMHA seeking an adjustment of Contract Sum or Contract Time or both, or other relief with respect to the terms of the Contract.

23.1.26. Claim Affidavit

A. A sworn document used in conjunction with filing a lien, which contains a claim on the funds that are due to a Contractor, in favor of a person supplying labor, materials or services for the value of labor, materials, or services supplied.

23.1.27. Construction

A. The term used to include new construction, reconstruction, renovation, restoration, rehabilitation, major repair, demolition and all similar work upon buildings and ancillary facilities, including any draining, dredging, grading or similar work upon real property.

23.1.28. Construction Progress Schedule

A. The critical path schedule for performance of the Contract; showing the time for completing the Work within the Contract Times; the planned sequence for performing the various components of the Work; the interrelationship between the activities of the Contractor, A/E, and CMHA; and the Contractor's resource and cost loading information; as periodically updated during the performance of the Work.

23.1.29. Contract

A. The contract entered into between the Contractor and CMHA.

B. It includes:

i. The Bid;
ii. The Bid Bond;
iii. The Performance and Payment Bond or Bonds or other assurance of completion;
iv. The Certifications, Representations, and Other Statements of Bidders;
v. The HUD General Conditions of the Contract for Construction;
vi. The CMHA Construction Contract General Terms and Conditions;
vii. The applicable wage rate determinations from the U.S. Department of Labor;
viii. Any special conditions included elsewhere in the contract;
ix. The specifications; and
x. Drawings

C. It includes all formal changes to any of those documents by addenda, Change Order or modification.

23.1.30. Contract Documents

A. Collectively, the documents that constitute the substance of the Contract including, but not limited to:

i. The Bid;
ii. The Bid Bond;
iii. The Performance and Payment Bond or Bonds or other assurance of completion;
iv. The Certifications, Representations, and Other Statements of Bidders;
v. The HUD General Conditions of the Contract for Construction;
vi. The CMHA Construction Contract General Terms and Conditions;
vii. The applicable wage rate determinations from the U.S. Department of Labor;
viii. Any special conditions included elsewhere in the contract;
ix. The specifications; and
x. Drawings

B. It includes all formal changes to any of those documents by addenda, Change Order or modification.

23.1.31. Contract Commencement Date

A. The date established in the Notice to Proceed issued by CMHA to the Contractor to mark the start of the Work and the beginning of the running of the Contract Time. If a Notice to Proceed is not issued, the Contract Commencement Date shall be the effective date of the Contract.

23.1.32. Contract Completion Date

A. The date by which the Work must be finally complete

B. The Contract Completion Date is established in Section 9.8 herein.

23.1.33. Contract Sum

A. The Contractor's entire compensation for the Contractor's proper, timely, and complete performance of the Work and is subject to adjustment as provided in the Contract.

23.1.34. Contract Time

A. The periods stipulated in the Agreement for the achievement of associated Milestones and Substantial Completion, in consecutive days, beginning on the date established by the Notice to Proceed, including adjustments authorized by executed Change Orders.

23.1.35. Contractor

A. The person or other entity entering into the Contract with CMHA to perform all of the work required under the Contract.

23.1.36. Contractor Payment Application Request

A. The form furnished by CMHA that is to be used by the Contractor in requesting payments and which, when signed by the Contractor, shall serve as an affidavit that payments requested are in proportion to the Work completed as shown on the Schedule of Values.

23.1.37. Contractor's Documents

A. All Project-related documents, including those in electronic form, prepared by the Contractor and its Subcontractors.

23.1.38. Contractor's Fee

A. The portion of the Contract Sum attributable to the aggregate of the Contractor's profit and home-office overhead related to the Contractor's proper, timely, and complete performance of the Work.

23.1.39. Contractor's Punch List

A. A document prepared by the Contractor that consists of a list of items of Work to be completed or corrected by the Contactor as a condition precedent to Contract Completion.

23.1.40. Coordination Drawings

A. Drawings and Electronic Files prepared by the Contractor to demonstrate how multiple-system and interdisciplinary work will be coordinated.

B. Clash reports generated by BIM authoring software may be included in the Coordination Drawing submittals if applicable.

23.1.41. Correction Period

A. A period of one-year commencing on the date of Substantial Completion of the Work or a designated portion of the Work which CMHA has agreed to take Partial Occupancy.

23.1.42. Day

A. A calendar day of twenty-four (24) hours measured from midnight to midnight, unless otherwise expressly specified to mean a business day.

23.1.43. Defective Work

A. Work that:

i. Does not conform to the Contract Documents;

ii. Does not meet the requirements of any applicable statute, rule or regulation, inspection, reference standard, test or approval;

iii. Has been damaged prior to the A/E's recommendation of final payment, unless responsibility for the protection thereof has been expressly assumed by CMHA; or

iv. That is not free from defects in workmanship, materials or equipment during the period of any warranty or guarantee

23.1.44. Differing Site Condition

A. Subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract; or

B. Unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the Contract Documents.

23.1.45. Drawings

A. The drawings enumerated in the schedule of drawings contained in the Specifications and as described in the Contract Documents; and

B. Graphic portions of the Contract Documents, showing the design, type of construction, location, dimension, and character of the Work to be provided by the Contractor, which generally includes plans, elevations, sections, details, schedules, diagrams, notes, and text.

23.1.46. Electronic File

A. Information maintained in a computer system or format that is intended to facilitate a Person's use and manipulation of the information including but not limited to Word, Excel, PDF, Primavera, CAD, and BIM files all in their native format.

23.1.47. Enclosure, Permanent

A. The condition in which the permanent exterior walls and roofs are in place, insulated, weatherproof and weather-tight, and permanent windows and entrances are in place

23.1.48. Enclosure, Temporary

A. The condition in which the permanent exterior walls and roofs are in place, insulated, weatherproof and weather-tight, and windows and entrances are provided with suitable temporary enclosures

23.1.49. Estimated Construction Cost

A. The sum of the Estimated Contract Cost amounts published in the Solicitation, as modified by Addenda, for a phase of the Project.

23.1.50. Estimated Contract Cost

A. The estimated amount for the Contract published in the Solicitation, including the Base Bid estimate and the estimates of selected Alternates, if any, as modified by Addenda.

23.1.51. Extra Materials

A. Materials required by the Contract Documents that are not incorporated into the Project but are given to CMHA to be used for future maintenance or repairs.

23.1.52. Final Inspection

A. The final review of the Work of the Contractor by the A/E and CMHA to determine whether issuance of the Certificate of Contract Completion will be issued by CMHA.

23.1.53. Frivolous RFI

A. RFI's that request information that is evident in the Contract Documents and/or RFI's that do not comply with the definition of an RFI as indicated below.

23.1.54. General Conditions

A. CMHA's General Conditions currently in effect, which may be modified by the CMHA from time to time.

23.1.55. General Conditions Costs

A. General Conditions Costs include only the Contractor's costs to provide the general conditions Work including without limitation the costs of all of the following Site related items:

i. Scheduling and coordinating the Work;
ii. Telephone;
iii. Telephone charges;
iv. Facsimile;
v. Telegrams;
vi. Postage
vii. Photos
viii. Photocopying;
ix. Hand tools;
x. Simple scaffolds (one level high);
xi. Tool breakage;
xii. Tool repairs;
xiii. Tool replacement;
xiv. Tool blades;
xv. Tool bits; and
xvi. Pre-approved travel, lodging, and parking costs

B. General Conditions Costs also include:

i. Bond premiums; and
ii. Premiums for Builder's Risk insurance, if the Contractor is required to purchase Builder's Risk insurance policy for the Project.

23.1.56. Hazardous Materials

A. Any material, substance, pollutant, or contaminant that is defined, regulated, referenced, or classified in the Comprehensive Environmental Response, Compensation and Liability Act, Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, Clean Air Act, Hazardous Materials Transportation Uniform Safety Act, Toxic Substances Control Act, or any other Applicable Law relating to any hazardous, toxic, or dangerous waste, substance, or material.

B. Any substance or material that, after release into the environment or upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will, or may reasonably be anticipated to, cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes but is not limited to asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.

23.1.57. HUD

A. The United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf.

B. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to CMHA, which includes assistance in financing the work to be performed under this Contract.

C. As defined elsewhere in Contract Documents, the determination of HUD may be required to authorize changes in the work or for release of funds to CMHA for payment to the Contractor.

D. Notwithstanding HUD's role, nothing in this Contract shall be construed to create any contractual relationship between Contractor and HUD.

23.1.58. Indemnified Parties

A. CMHA, the A/E, other Separate Consultants, and their respective officials, officers, consultants, agents, representatives, and employees, in both individual and official capacities.

23.1.59. Install

A. Put into use or place in final position, complete and ready for intended service or use.

23.1.60. Liquidated Damages

A. A sum established in the Contract Documents, pursuant to the statutory delay forfeiture authorized under ORC and federal regulations, to be paid to CMHA due to the Contractor's failure to complete the Work within the Contract Time for achievement of Substantial Completion, or any applicable portion of the Work on or prior to any Milestone date stated on the Contract Documents.

23.1.61. Material Supplier

A. A Person under a contract with the Contractor to furnish materials or supplies in furtherance of the Work, including all such Persons in any tier.

B. Material Supplier does not include any Separate Contractor unless expressly assigned in writing to the Contractor by CMHA and accepted by the Contractor.

23.1.62. Milestone

A. A principal event specified in the Contract relating to an intermediate completion date or time prior to Substantial Completion of all Work.

23.1.63. Modification

A. A written amendment to the Contract signed by both parties;

B. A Change Order;

C. A Change Directive; or

D. An order for a minor change in the Work.

23.1.64. Notice of Commencement

A. A notice prepared by CMHA identifying the Project, the Contractors, the Surety for each Contractor, and the name CMHA's representative upon whom a Claim Affidavit may be served.

23.1.65. Notice of Intent to Award

A. A written notice provided by CMHA to the apparent successful Bidder stating that upon satisfactory compliance with all conditions precedent for execution of a Contract within the time specified CMHA intends to execute a Contract with the Bidder.

23.1.66. Notice to Proceed

A. A written notice provided by CMHA authorizing the Contractor to proceed with the Work and establishing the date(s) for commencement and completion of the Work.

23.1.67. ORC

A. The Ohio Revised Code.

23.1.68. Owner

A. The Cincinnati Metropolitan Housing Authority or its instrumentality or affiliate for whom the Project is being constructed.

23.1.69. Owner's Project Requirements

A. A written document that details the functional requirements of the Project and the expectations of how it will be used and operated

B. These include project goals, measureable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.

23.1.70. Partial Occupancy

A. The condition that occurs when CMHA occupies or uses a portion of the Project prior to Contract Completion, partial occupancy is approved by authorities having jurisdiction, and items of Work cannot be completed until a subsequent date.

23.1.71. Person

A. An individual, corporation, business trust, estate, partnership, association, or other public or private entity.

23.1.72. Phase

A. A separation in the Work of the Project by sequence or time intervals, which may include separate contractors for each Phase.

23.1.73. Plan Holder

A. A prospective Bidder that received a set of Contract Documents prior to the bid opening.

23.1.74. Product Data

A. Manufacturer's standard illustrations, schedules, diagrams, performance charts, instructions, and brochures that illustrate physical appearance, size, and other characteristics of materials and equipment.

23.1.75. PHA

A. A Public Housing Authority which at all times shall mean the Cincinnati Metropolitan Housing Authority unless otherwise specified in the Contract Documents.

23.1.76. Project

A. The entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under the Contract Documents.

23.1.77. Project Manager

A. An employee of CMHA assigned to the Project and authorized to perform specific responsibilities.

B. A Project Manager may also be referred to as a Construction Manager or Construction Contract Administrator.

23.1.78. Project Record Documents

A. Electronic files and printed documents of all nature prepared by the A/E, which incorporate the information shown on the Contractor's As-Built Documents.

B. They consist of:

i. The "Record Drawings";

ii. Certificate of Substantial Completion;

iii. Certificate of Contract Completion (as complete);

iv. Contractor's Warranty;

v. Manufacturers' Warrantees, certificate(s) of occupancy, approved shop drawings and other action submittals;

vi. Proposal Requests;

vii. Requests for Interpretation;

viii. Addenda;

ix. Change Orders;

x. Balancing Reports; and

xi. The final version of the approved Construction Progress Schedule

23.1.79. Proposal

A. The offer of a Contractor to perform the Work set forth in a Proposal Request.

23.1.80. Provide

A. Furnish and install, complete and ready for intended use.

23.1.81. Punch List

A. A document listing items of Work requiring correction or completion by the Contractor as a condition precedent to Contract Completion.

23.1.82. Record Drawings

A. Synonymous to As-Build Drawings; and,

B. The Drawings, which have been revised by the A/E to show the changes made during the construction process, conformed to represent the Work as executed by the Contractor.

23.1.83. Request for Interpretation/Information (RFI)

A. A written request to CMHA or the A/E seeking an interpretation or clarification of the Contract Documents.

23.1.84. Samples

A. Physical examples, color selection items, field samples, and mock-ups furnished by the Contractor to illustrate functional and aesthetic characteristics of products, materials, equipment, or workmanship and establish criteria by which the Work shall be judged.

23.1.85. Schedule of Values

A. A full, accurate, and detailed statement furnished by the Contractor reflecting a defined breakdown of the Contract Sum.

23.1.86. Separate Consultant

A. A Person engaged by CMHA to provide Project-related professional services other than the services under this Contract.

B. The term includes the Separate Consultant's authorized representatives, successors, assigns, and sub-consultants regardless of tier.

23.1.87. Separate Contract

A. The contract between CMHA and a Separate Consultant or a Separate Contractor.

23.1.88. Separate Contractor

A. A Person under contract CMHA to provide Project related work other than the Work under this Contract.

B. The term includes the Separate Contractor's authorized representatives, successors, assigns, and subcontractors regardless of tier.

23.1.89. Shop Drawings

A. Drawings, diagrams, illustrations, and schedules specifically prepared for the Project provided by the Contractor or a Subcontractor to illustrate some portion of the Work.

B. Shop Drawings are not Contract Documents.

C. Shop Drawings on equipment shall include a written statement from the manufacturer of the equipment certifying the equipment is in compliance with the Contract Documents.

23.1.90. Site

A. The location designated for the Project.

23.1.91. Specifications

A. The written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

23.1.92. Stage

A. A distinct period in the life cycle of a facility from concept through construction, to use and deconstruction or demolition.

B. Typical Stages include Program Verification, Schematic Design, Design Development, Construction Documents, Bidding and Award stages; and the Construction, which includes Construction and Closeout activities.

23.1.93. Subcontract

A. Any contract or agreement between the Contractor and a Subcontractor for performance of a portion of the Work.

23.1.94. Subcontract Form

A. The Subcontract Form prescribed CMHA and required for use by Contractor when engaging Subcontractors.

23.1.95. Subcontractor

A. A Person who undertakes to perform any part of the Work on the Project under a contract with a Contractor or with any Person other than the State, including all such Persons in any tier.

B. The term "Subcontractor" includes Material Suppliers, but does not include any Separate Contractor unless expressly assigned in writing to the Contractor by CMHA and accepted by the Contractor.

23.1.96. Supplementary Conditions

A. Amendments to the CMHA Construction Contract General Terms and Conditions, issued as a separate document, prescribed by CMHA, which describes conditions of the Contract unique to a particular Project, which may include:

i. Provisions regarding the assignment of responsibility for refuse removal;

ii. Safety and security precautions and programs;

iii. Temporary Project facilities and utilities;

iv. Weather and fire protection;

v. Scaffolding and equipment;

vi. Materials and services to be used commonly by the Contractor and Subcontractors and requiring the Contractor to provide assistance in the utilization of any applicable equipment system;

vii. Preparation of operation and maintenance manuals; and

viii. Training of CMHA personnel for operation and maintenance of the Project

B. The CMHA Construction Contract General Terms and Conditions shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Conditions.

23.1.97. Surety

A. A Person providing a Bid Guaranty or a Bond to a Bidder or a Contractor, as applicable, to indemnify CMHA against all direct and consequential damages suffered by failure of the Bidder to execute the Contract, or of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers, as applicable.

23.1.98. Substantial Completion

A. The stage in the progress of the Work when the Work (or designated portion of the Work for which CMHA has agreed to take Partial Occupancy) is sufficiently complete in accordance with the Contract that CMHA can utilize the Work for its intended use, as determined by CMHA.

B. The issuance of a certificate of occupancy or partial certificate of occupancy (if applicable) is a condition precedent to the achievement of Substantial Completion.

23.1.99. Substitution

A. An article, device, material, equipment, form of construction, or other item, proposed by a prospective Bidder prior to the bid opening and approved by the A/E by Addendum, for incorporation or use in the Work as being functionally and qualitatively equivalent to essential attributes of a Basis of Design or Acceptable Component specified in the proposed Contract Documents.

23.1.100. Unit Price

A. The cost of providing a unit of Work including labor, materials, services, and associated expenses.

23.1.101. Work

A. The labor, materials, workmanship, manufacture or fabrication of components, equipment, and services, individually or collectively which are required by the Contract Documents, to be performed, installed, or provided by the Contractor for the Project.

B. The furnishing of all material, labor, detailing, layout, supplies, plants, tools, scaffolding, transportation, temporary construction, superintendence, demolition, and all other services, facilities and items reasonably necessary for the full and proper performance and completion of the requirements of the Project as set forth in the Contract Documents, and items reasonably inferable therefrom and consistent therewith for the proper execution and completion of the construction and other services required by the Contract Documents, whether provided or to be provided by the Contractor or a Subcontractor, or any other entity for whom the Contractor is responsible, and whether or not performed or located on or off of the Site.

Cincinnati Metropolitan Housing Authority

Contract No. 2019-3013

MILLVALE SOUTH BUILDING DEMOLITION

This Contract is made and entered into between the CMHA, hereinafter referred to as "Owner" and the below named, hereinafter referred to as "CONTRACTOR."

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

1. PURPOSE AND BACKGROUND

OWNER is the 17th largest public housing authority in the United States. OWNER's Asset Management Portfolio of properties are owned and operated by OWNER.

The purpose of this contract is for the Contractor to provide the demolition of 7 buildings at OWNER's Millvale South further described in Exhibit A.

2. STATEMENT OF WORK

The Contractor shall furnish the personnel, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A.

3. APPLICABLE DOCUMENTS

This contract includes all relevant terms in Solicitation 2019-3013: Demolition of 7 buildings at Millvale South. All documents, sections, exhibits, clauses, terms and provisions of this Performance Based Contract shall be read so as to be consistent to all extent practicable. In the event that any document, section, clause, exhibit, term or provision of this Contract conflicts with any provision of any of the above mentioned applicable document, the provision of the instruments listed below shall take precedence in the following order:

A. Applicable Federal and State of Ohio statutes and regulations
B. This Instrument (Performance Based Contract)
C. Solicitation 2019-3013
D. The Contractor's Proposal
E. Other Documents incorporated by reference (if applicable)

4. PERIOD OF PERFORMANCE

Subject to other Contract provisions, the period of performance under this Contract shall be as indicated in the Notice to Proceed, unless sooner terminated or extended as provided herein.

5. COMPENSATION AND PAYMENT

Billing and payment shall be accomplished in accordance with the Contract. OWNER shall pay an amount not to exceed the amounts listed in the Exhibit C, Performance Requirement Summary, for the performance of all things necessary for, or incidental to the performance of work as set forth in Exhibit A, the Statement of Work.

OWNER will pay Contractor in approximately 30 days of receipt of properly completed invoices or acceptance of deliverable, whichever is later. Invoices shall be submitted to the Construction Manager or designated not more often than monthly. The invoice shall reference Contract No. 2019-3013 describe and document to OWNER's satisfaction as description of the deliverable accepted by OWNER and the fixed price cost per deliverable. OWNER may, in its sole discretion, withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract. Invoices shall be sent to 1627 Western Ave., Cincinnati, OH 45214

6. WARRANTIES

Contractor warrants that its services and materials provided will be of good quality and consistent with the professional skill and care ordinarily provided by professionals performing the same or similar service and such services and materials shall be provided in accordance with generally accepted industry standards.

At all times Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this Contract.

This Contract shall be subject to the written approval of OWNER's authorized representative and shall not be binding until so approved.

IN WITNESS WHEREOF, this PROFESSIONAL SERVICES AGREEMENT has been executed by OWNER and _____to take effect on XXXX XX XXX CMHA

By: _____ By: _____

_____ _____

DATE DATE

SOLICITATION NO. 2019-3013

EXHIBIT A
STATEMENT OF WORK

MILLVALE SOUTH DEMOLITION

Contractor is to provide construction services as outlined in Solicitation 2019-3013. Services to be provided will include, but are not limited to:

1. Hazardous Material Abatement
2. Demolition of 7 buildings
3. Removal of trees and debris from the drainage channels.
4. Install a viable drainage channel around the blocked area of the channel.
5. Install fencing.

EXHIBIT B -1
GENERAL TERMS AND CONDITIONS

The following terms supplement the United States Department of Housing and Urban Development General Conditions for Non-Construction Contracts form HUD-5370-C Section I. All terms and provisions of form HUD-5370-C, attached hereto, are hereby incorporated by reference into this Contract and shall be binding upon the Parties unless expressly stated otherwise below.

1. INDEMNIFICATION

Contractor hereby agrees to protect, defend, indemnify and hold harmless Cincinnati Metropolitan Housing Authority (CMHA), its officers, employees, agents, and Board of Commissions from and against all losses, liabilities and any and all claims of whatever kind, nature or description which may be asserted or claimed against CMHA indemnities which arises from any act or omission of Contractor, its subcontractors, directors, officers and employees or results from any breach or violation by Contractor, its directors, officers, or employees. Contractor agrees, at its own expense, to pay the full cost thereof, including attorney's fees, if any, incurred by CMHA in defending any claim and shall pay any judgment rendered, with respect to the subject of the indemnity contained herein as well as any allegation of libel, slander, invasion of privacy, any failure to obtain any necessary release, permission or clearance, or any other cause of action or claim arising out of materials and elements provided for by Contractor under this Contract. Contractor will be liable, at all times, for damages or destruction of Contractor's equipment and materials, regardless of how such damage occurs CMHA will be under no liability to reimburse Contractor for any such loss. If Contractor insures its equipment and material against physical loss of damage, then Contractor agrees to secure, if required in such insurance, a waiver of subrogation in favor of CMHA.

2. INSURANCE REQUIREMENTS

Contractor shall obtain and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

a) Workers' Compensation Insurance as required by state statute and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of this Contract.

b) Commercial General Liability Insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum single limit of $500,000.

c) Automobile Liability Insurance covering any auto with a minimum single limit of $1,000,000.

CMHA shall be named as additional insured on the Commercial General Liability Insurance policy. Coverage required of this Contract will be primary over any insurance or self-insurance carried by CMHA.

The Insurance shall contain provisions preventing cancellation or non-renewal without at least 45 days notice to CMHA and stating that the carrier will waive all rights of recovery, under subrogation or otherwise, against CMHA, its office, agents, employees or Board of Commissioners.

Contractor shall provide certificates evidencing such coverage as required by this Contract to CMHA upon execution of this Contract and annually thereafter evidencing renewals thereof. At any time during the term of this Contract, CMHA may request, in writing, and the Contractor shall thereupon within 10 days supply to CMHA evidence satisfactory of compliance with the provision of this section.

3. GOVERNING LAW

This Contract must be governed and construed exclusively by its terms and by the laws of the State of Ohio and any suit filed to enforce any term of this Contract shall be filed only in a court of competent jurisdiction in Hamilton County, Ohio.

4. ASSIGNABILITY

The rights and obligations of Contractor are personal and may be performed only by Contractor. Contractor shall not assign any interest rights or obligations under this Contract without prior written consent of CMHA. Any purported assignment that does not comply with this provision is void. This Contract is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

5. SEVERABILITY

If any provision of this Contract is determined by a court having jurisdiction to be unenforceable to any extent, the rest of the provisions of this Contract will remain enforceable to the fullest extent permitted by law.

6. FORCE MAJEUR

Neither party shall be liable for failure to perform if such failure is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

7. AMENDMENTS/MODIFICATIONS

Any amendments or modifications of this Contract must be made in writing and signed by all Parties.

8. WAIVERS

If either party does not seek compensation for breach or insist upon strict performance of any provision of this Contract, that Party is not prevented from seeking compensation or insisting upon strict performance for a future breach of the same or similar provision.

9. HEADINGS

The headings, titles, and captions in this Contract are inserted for convenience only and are in no way intended to describe, interpret, define, prioritize or limit the scope, extent, or intent of this Contract or any provision herein.

10. NONDISCRIMINATION

During the performance of this Contract, Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

11. PRIVACY

Any Personal information collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure that its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without express written consent of CMHA or otherwise required by law. Contractor agrees to indemnify and hold harmless CMHA for any damages related to Contractor’s unauthorized use of personal information.

12. PUBLICITY

Contractor agrees to submit to CMHA all advertising and publicity related matter relating to this Contract wherein CMHA name is mentioned or language used from which the connection of CMHA's name may, in CMHA judgment, be inferred or implied. Contractor shall not publish or use such advertising and publicity matters without prior express written consent of CMHA.

EXHIBIT C-1
PERFORMANCE REQUIREMENT SUMMARY

Required Service	Timeframe	Performance Fees
1. Name of Service/Task		
Task & Standard: Contractor must provide all items as delineated in the attached Exhibit A Statement of Work or payment will not be rendered.	120 days after start as determined in the Notice to Proceed.	**Insert contract amount**

Required Service	Timeframe	Performance Fees
2. Name of Service/Task		
Task & Standard: Project Planning		
Deliverables: 1. General conditions, bond fee, mobilization, permit fees, insurance, etc.	Refer to project schedule	• Performance fee of up to 10% of the total bid, contingent upon meeting the deliverable described.

Required Service	Timeframe	Performance Fees
3. Name of Service/Task		
Task & Standard: 35% Completion		

Deliverable: 1. As outlined in the Schedule of Values (HUD 51000) 2. Completion of prior Services/tasks..	Refer to project schedule	• Performance fee of up to 35% of the total bid, contingent upon meeting the deliverable described.

Required Service	Timeframe	Performance Fees
4. Name of Service/Task		
Task & Standard: 60% Completion.		
Deliverables: 1. As outlined in the Schedule of Values 2. Completion of prior Services/tasks.	Refer to project schedule	• Performance fee of up to 60% of the total bid, contingent upon meeting the deliverable described.

Required Service	Timeframe	Performance Fees
5. Name of Service/Task		
Task & Standard: Substantial Completion.		
Deliverables: 1. Refer to Specification 01 7700: Closeout Procedures for Substantial Completion requirements. 2. Completion of prior Services/tasks..	Refer to project schedule	• Performance fee of up to 90% of the total bid, contingent upon meeting the deliverable described.

Required Service	Timeframe	Performance Fees

6. Name of Service/Task		
Task & Standard: Final Payment		
Deliverables: 1. Refer to Specification 01700: Contract Closeout. 2. Completion of prior Services/tasks.	Maximum of 120 days after start of construction or as amended through change orders.	• Performance fee of up to 100% of the total bid, contingent upon meeting the deliverable described.

Exhibit D

CONTRACTOR ACKNOWLEDGEMENT

MILLVALE SOUTH DEMOLITION

I acknowledge receipt of the Contract No. 2019-3013 and the following exhibits:

EXHIBIT	SIGNATURE
Exhibit A: Statement of Work	
Exhibit B:CMHA General Terms and Conditions	
Exhibit C: Performance Requirement Summary	

Contractor accepts the terms and conditions of the Contract and attached Exhibits A-C.

_____ _____

Signature Date

FORM OF PERFORMANCE AND PAYMENT BOND

KNOW ALL BY THESE PRESENTS, That

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

Signed this _____ day of _____, 20___.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the ____ day of _____, 20___, enter into a contract with the Cincinnati Metropolitan Housing Authority, which said contract is made a part of this bond the same as though set forth herein;

NOW, if the said _____ shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and material furnished in the carrying forward, performing or completing of said contract; we agreeing and assenting that this claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The surety hereby stipulates and agrees that no modifications, omissions or additions or forbearance on the part of the Cincinnati Metropolitan Housing Authority in, or to, the terms of said contract, or in, or to, the plans or Specifications therefore shall, in any way, affect the obligations of the said surety on its bond. Notice to the surety of any such modification, omission, addition or forbearance is hereby waived.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument this ___ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(if a Corporate Principal) _____

By _____
President

By _____
Secretary

ATTEST:

_____

_____
(SEAL)

(If a Partnership Principal)_____

By _____
(Partner)

(If an Individual Principal) _____

Trading as _____

(Corporate Surety) _____

By _____

ATTEST:

_____

_____
(Seal)

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

The amount of premium charges: $_____.

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

_____

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

SECTION 01010 - SUMMARY OF WORK

1.1 GENERAL

A. The Project consists of, but is not limited to the complete demolition and removal of seven (7) residential structures in the Millvale South Development and all associated site and building components, supporting facilities, walks, utilities and parking areas. Refer to the drawings and specifications for detailed information regarding the scope of work.

1. Project Location: The work is located at the following site:

1. Millvale South- AMP 217- 51 dwelling units in 7 Buildings.
    a. Building #5A01 – 3147-3153 Moosewood Ave - 3 Units
    b. Building #5A02 – 3155-3161 Moosewood Ave - 3 Units
    c. Building #5A03 – 3207-3213 Bowling Green Ct - 4 Units
    d. Building #5A04 – 3231-3237 Bowling Green Ct – 4 Units
    e. Building #5B01 – 3107-3121 Moosewood Ave - 7 Units
    f. Building #5B02 – 3127-3141 Moosewood Ave - 8 Units
    g. Building #5B04 – 3215-3229 Bowling Green Ct - 8 Units

2. Owner:
Cincinnati Metropolitan Housing Authority
1627 Western Avenue Cincinnati, Ohio 45214
Gregory D. Johnson, MS, PHM, EDEP, Chief Executive Officer.

B. The contractor shall apply, pay for and obtain all required permits.

C. The Work will be completed in four phases. The following phasing plan shall be followed:

- Phase I – Hazardous Material Removal
    - Refer to the Asbestos Containing Materials Inspection Report at the end of the specification section
- Phase II - Demolition
    - Building #'s 5A01, 5A02, 5A03, 5A04, 5B01, 5B02 and 5B04.
    - Retaining wall at Building 5A02
- Phase III – Site Work
    - Remove fallen and leaning trees 20' back from the drainage channel or retaining wall. Remove any debris from existing drainage channel and to create a viable drainage channel around the obstructed area. Hydro seed all impacted areas.
- Phase IV – Fencing
    - Install permanent fencing with three (3) gates upon completion of the site work.

D. The Work will be constructed under a single prime contract. The project generally includes the following work. Refer to the specifications for additional requirements.

a. The Cincinnati Metropolitan Housing Authority is requesting bids from qualified demolition contractors to demolish seven (7) residential structures and all associated site and building components, supporting facilities, parking areas and walks, etc. at Millvale South.

b. The entire structures and associated components shall be demolished and all debris removed from the site and legally disposed. This demolition includes the existing foundations and all below grade components, except underground utilities as noted to remain. Concrete and asphalt pavement is to be removed as indicated on drawings.

i. Legally remove all trash on the ground to the "Limits of Work" indicated on the drawings.

ii. Demolish and remove plants and trees within the "Limits of Work" as indicated on the drawings.

c. The utilities have been isolated, disconnected and removed or abandoned in place. Sewer lines need to be capped and abandoned in place. Contractor to coordinate, comply with and perform tasks as required by the local sewer authority.
d. Contractor to provide all required methods and procedures to comply with EPA and OSHA regulations.
e. All excavations or waste materials, taken from buildings during the course of the work shall not be stored upon public places or CMHA property, but shall be taken directly from the excavation or work site to an approved disposal site as required by local authorities. (No open burning)
f. After demolition, the site shall be graded and gravel fill (mixed aggregate compactable fill) placed in the excavated areas, and compacted. Provide 6" topsoil and seed with native grasses. Grade for positive drainage to existing drainage channels and catch basins.

E. Use of the Site: Limit use of premises to areas indicated. Do not disturb portions of the site beyond the areas indicated nor in the public right-of-way.

1. Keep public right-of-ways clear. Do not use these areas for parking or staging.
2. Do not disturb or disrupt activities of occupants in adjacent buildings.
3. Maintain drive access to adjacent residential properties.

F. Means of Demolition and Safety on Site: Owner, Engineer and Environmental Consultant shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of demolition. The Contractor shall be solely and completely responsible for conditions of Site including safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. When on the Site, Owner, and Engineer are not responsible for the safety of personnel or safety conditions at the Site, nor shall the Owner, Engineer or Environmental Consultant be responsible for compliance with Building Department, EPA, OSHA, NIOSH regulations or work practices.

G. Sequence of Work: The Work shall proceed in the following general sequence. This sequence shall not limit the Contractor's own sequence schedule but shall serve a general guide to the Owner's intent.

1. Hazardous Material Abatement.
2. Demolition and disposal of buildings.
3. Remove leaning and downed trees 20' back from retaining wall / drainage channel.
4. Clear debris from drainage channel.
5. Install viable drainage channel around blocked areas.
6. Backfill and grade area.
7. Install fencing and gates
8. Hydro seed area.

H. Permits: The contractor shall be responsible for obtaining and paying for any and all permits and inspections required by local governing bodies and shall include the cost of such in the bid. Copies of the permits shall be submitted to the Owner prior to beginning any work and prior to ordering equipment.

I. Project Acceptance: All work must be completed prior to calling for substantial completion inspection. The Contractor is allowed one (1) punch-inspection and one (1) final inspection for the project. If more than two (2) inspections are required due to the Contractor's failure to satisfactorily complete the punch list items, the Contractor will be charged $200 per additional inspection. This amount will be deducted from any contract amounts due the Contractor.

J. Owner Occupancy: The site will be vacant during the course of the work. Contractor shall be responsible for notifying the Owner of hours of operation, disruptions in utility service and access

A. SECTION 01027 - APPLICATIONS FOR PAYMENT

1.1 GENERAL

A. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.

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

1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
   a. Contractor's Construction Schedule.
   b. Application for Payment forms, including Continuation Sheets.
   c. List of subcontractors.
   d. List of products.
   e. List of principal suppliers and fabricators.
   f. Schedule of submittals.

2. Submit the Schedule of Values at the earliest possible date but no later than 14 days before the date scheduled for submittal of the initial Applications for Payment.

C. Format and Content: Use HUD 51000 Schedule of Values as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Include the following Project identification:
   a. Project name and location.
   b. Project number.
   c. Contractor's name and address.
   d. Date of submittal.

2. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break down the schedule by project. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
3. Provide a separate line item for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
4. If payment for stored materials will be requested. Provide separate line items for initial cost of the materials, for each subsequent stage of completion, and for total installed value.

D. Applications for Payment shall be consistent with previous applications and payments as certified by the Owner and paid for by the Owner.

E. Payment-Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.

F. Payment-Application Forms: Use HUD document (HUD-51000) as the form for Applications for Payment.

G. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the Contractor. The Owner will return incomplete applications without action. Entries shall match data on the Schedule of Values and the

Contractor's Construction

H. Transmittal: Submit 3 executed original copies of each Application for Payment to the Owner (CMHA). One copy shall be complete, including waivers of lien and similar attachments.

1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.

I. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage.
2. When an application shows completion of an item, submit final or full waivers.
3. Submit each Payment Application with Contractor's waiver of lien for the period of construction covered by the application.
    a. Submit final Applications for Payment with final waivers from every entity involved with performance of the Work covered by the application who may file a lien.
4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.

J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. Contractor's Construction Schedule (preliminary if not final).
5. Submittal Schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. Copies of building permits.
8. Copies of licenses from governing authorities.
9. Certificates of insurance and insurance policies.
10. Payroll documents.
11. Performance and payment bonds.

K. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

1. Administrative actions and submittals that shall precede or coincide with this application include the following:
    a. Warranties and maintenance agreements.
    b. Payroll documents.
    c. Application for reduction of retainage and consent of surety.

L. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Transmittal of Project construction records to the Owner.
4. Proof that taxes, fees, and similar obligations were paid.
5. Removal of temporary facilities and services.
6. Final payroll documents.

END OF SECTION 01027

SECTION 01300 – SUBMITTALS/ SCHEDULE

1.1 GENERAL

A. Submittal Procedures: Transmit in advance of construction operations to avoid delay.

1. Coordinate submittals for related operations to avoid delay because of the need to review submittals concurrently for coordination. The Owner reserves the right to withhold action on a submittal requiring coordination until related submittals are received.
2. Processing: Allow 2 weeks for initial review. Allow more time if the Owner must delay processing to permit coordination. Allow 2 weeks for reprocessing.

    a. No extension of Contract Time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.

3. Submittal Transmittal: Package each submittal appropriately. Transmit with a transmittal form. The Owner will not accept submittals from sources other than the Demolition Contractor.

B. Demolition Contractor's Construction Schedule: Prepare a horizontal bar-chart-type, construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first working day of each week. Use the same breakdown of Work indicated in the "Schedule of Values." Indicate estimated completion in 10 percent increments. As Work progresses, mark each bar to indicate actual completion.

1. Submit within 30 days of the date established for "Commencement of the Work."
2. Prepare the schedule on stable transparency, or other reproducible media, of width to show data for the entire construction period.
3. Secure performance commitments from parties involved. Coordinate each element with other activities; include minor elements involved in the Work. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
4. Coordinate with the Schedule of Values, list of subcontracts, Submittal Schedule, payment requests, and other schedules.
5. Indicate completion in advance of Substantial Completion. Indicate Substantial Completion to allow time for the Owner's procedures necessary for certification of Substantial Completion.
6. Phasing: Show how phased completion affects the Work.
7. Work Stages: Indicate important stages for each portion of the Work.
8. Area Separations: Provide a separate time bar to identify each construction area for each portion of the Work. Indicate where each element must be sequenced with other activities.

C. Owner's Action: Except for submittals for the record or information, where action and return are required, the Owner will review each submittal, mark to indicate action taken, and return. Compliance with specified characteristics is the Demolition Contractor's responsibility.

1. Action Stamp: The Owner will stamp each submittal with an action stamp. The Owner will mark the stamp appropriately to indicate the action taken.

END OF SECTION 01300

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1) GENERAL

i) Summary: This Section specifies construction facilities and temporary controls including temporary utilities, support facilities, and security and protection facilities.

ii) Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:

(1) Building code requirements.
(2) Health and safety regulations.
(3) Utility company regulations.
(4) Police, fire department, and rescue squad rules.
(5) Environmental protection regulations.

iii) Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."

(1) Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."

iv) Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

b) PRODUCTS

i) Materials: Provide new materials. If acceptable to the Owner, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.

(1) Lumber and Plywood: Provide UL-labeled, fire-treated lumber and plywood for temporary offices and sheds. Provide ¾" exterior, Grade B-B high-density concrete form overlay plywood for signs. Provide 5/8-inch- (16-mm-) thick exterior plywood for other uses.

(2) Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8- inch- OD corner and pull posts, with **1-5/8-inch- (42-mm-) OD top rails**. Provide compacted gravel around post bases

(a) Provide secured equipment access gates.
(i) Swing Gates: Comply with ASTM F 900. Fabricate with same fabric as fence.
1. Steel Frames: Gates up to 8 feet wide:
a. 6 Feet High and Over: Fabricate frames of 1.90-inch OD Type I or II steel pipe.
2. Gate Hardware: Provide galvanized hardware and accessories for each gate according to the following:
a. Hinges: Non-lift-off type, offset to permit 180-degree gate opening.
b. Latch: Forked type or plunger-bar type with padlock eye.
c. Keeper: Provide a keeper for vehicle gates that automatically engages gate leaf and holds it in the open position until manually released.
d. Gate Stops: Provide gate stops set in concrete for double gates, designed to engage a center drop rod or plunger bar. Include a locking device permitting

both gate leaves to be locked with a single padlock.

ii) Equipment: Provide new equipment. If acceptable to the Owner, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.

(1) Water Hoses: 3/4-inch (19-mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet (30 m) long. Provide adjustable shutoff nozzles at hose discharge.
(2) Electrical Outlets: Properly configured, NEMA-polarized outlets. Provide outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
(3) Electrical Power Cords: Grounded extension cords. Use hard-service cords where exposed to abrasion and traffic.
(4) Lamps and Light Fixtures: General service incandescent lamps. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
(5) Fire Extinguishers: Hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.

(a) Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

c) EXECUTION

i) Installation, General: Use qualified personnel to install temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

(1) Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
(2) Conditions of Use: Keep temporary facilities clean and neat in appearance. Operate safely and efficiently. Relocate as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

ii) Temporary Utility Installation: Engage the local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.

(1) Arrange with company and existing users for a time when service can be interrupted to make connections for temporary services.
(2) Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
(3) Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
(4) Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner. The Owner will NOT accept cost or use charges as a basis of claims for Change Orders.
(5) Temporary Water Service: Install temporary water service and distribution piping of sizes and pressures adequate for construction (as needed).
(6) Temporary Electric Power: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear. Install service underground.

(a) Power Distribution: Install wiring overhead and rise vertically where least exposed to damage.

(b) Temporary Lighting: Provide temporary lighting with local switching to fulfill security requirements and illumination for construction operations and traffic conditions.

(7) Sanitary Facilities: Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers.

(a) Toilets: Install self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.

(b) Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled drinking-water units.

iii) Support Facilities Installation: Locate field offices, storage sheds, and other construction and support facilities for easy access. Maintain facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

(1) Provide incombustible construction for offices, shops, and sheds located within the construction area or within 30 feet (9 m) of building lines. Comply with requirements of NFPA 241.

3. Waste Collection and Disposal: Collect waste daily. Comply with requirements of NFPA 241. Enforce requirements strictly. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

a. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 85 deg F.

iv) Security and Protection Facilities Installation:

(1) Temporary Fire Protection: Until permanent facilities supply fire-protection needs, install and maintain temporary fire-protection facilities of types needed to protect against controllable fire losses. Comply with NFPA 10 and NFPA 241.

(a) Locate fire extinguishers where convenient and effective for their intended purpose. Maintain unobstructed access to fire extinguishers.

(b) Store combustible materials in containers in fire-safe locations.

(c) Prohibit smoking in hazardous fire-exposure areas. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

(2) Barricades, Warning Signs, and Lights: Comply with code requirements for erection of barricades.

(3) Fencing: Before excavation begins, install an enclosure fence with lockable entrance gates to enclose the entire site or the portion sufficient to accommodate construction.

(4) Environmental Protection: Operate temporary facilities and conduct construction in ways that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making equipment to hours that will minimize complaints. Provide protection, operate temporary facilities, and conduct construction by methods that comply with environmental regulations and requirements of authorities having jurisdiction and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

3. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
4. Storm water Control: Comply with authorities having jurisdiction. Provide barriers around excavations and subgrade construction to prevent flooding by storm water runoff from heavy rains.

v) Operation: Enforce discipline in use of temporary facilities. Limit availability to intended uses to minimize waste and abuse.

vi) Termination and Removal: Remove each temporary facility when the need has ended, when replaced by a permanent facility, or no later than Substantial Completion. Complete or restore permanent construction delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

(1) Materials and temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.

END OF SECTION 01500

SECTION 01600 – HAZARDOUS MATERIALS: ASBESTOS

1.1 GENERAL

A. Asbestos containing materials (ACM) exist in areas affected by this work. Include all costs associated with the proper abatement, remediation and safe work practices for ACM that may be disturbed by this work in the Base Bid. Refer to abatement specifications attached to this section.

B. ***Environmental Reports for the 7 Buildings have been attached to this section for bidders information.*** CMHA cannot confirm the accuracy of the report as the report was prepared by a third party. The bidder shall consider all information provided in the attached environmental report excerpts in his bid and include any environmental remediation or work practices that may be required by law if asbestos containing materials are disturbed by the scope of work of this project.

C. The General Contractor and any and all Subcontractors involved with this project shall familiarize themselves with this Section and the requirements contained herein.

1.2 EXECUTION

A. The Contractor shall be fully responsible for the proper legal removal and disposal of hazardous materials affected by the work. All work shall be performed by trained individuals in accordance with the requirements of this Section, and all current EPA, federal, state and local laws and regulations.

B. If the Contractor observes any suspected hazardous (LBP, asbestos or other) containing materials during this work, not identified in owner's reports, he shall immediately notify the Owner. The Owner will investigate and pay for any sampling and testing that may be required.

SECTION 01700 - CONTRACT CLOSEOUT

1.1 GENERAL

A. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.

B. Substantial Completion: Before requesting inspection for certification of Substantial Completion, complete the following:

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the Work claimed as substantially complete.
   a. Include supporting documentation for completion and an accounting of changes to the Contract Sum.
2. Submit record drawings, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
3. Remove temporary facilities, mockups, construction tools, and similar elements.

C. Inspection Procedures: On receipt of a request for inspection, the Owner will proceed or advise the Contractor of unfilled requirements. The Owner will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Owner will repeat inspection when requested and assured that the Work is substantially complete.
2. Results of the completed inspection will form the basis of requirements for final acceptance.

D. Final Acceptance: Before requesting inspection for certification of final acceptance and final payment, complete the following:

1. Final payment request with releases and supporting documentation.
2. Submit a copy of the final inspection list stating that each item has been completed or otherwise resolved for acceptance.
3. Submit consent of surety to final payment.
4. Submit a final settlement statement.

E. Inspection Procedure: The Owner will inspect the Work upon receipt of notice that the Work has been completed, except for items whose completion is delayed under circumstances acceptable to the Owner.

1. Upon completion of inspection, the Owner will prepare a certificate of final acceptance. If the Work is incomplete, the Owner will advise the Contractor of Work that is incomplete or obligations that have not been fulfilled but are required.
2. If necessary, inspection will be repeated.

F. Record Document Submittals: Do not use record documents for construction. Protect from loss in a secure location. Provide access to record documents for the Owner's reference.

G. Record Drawings: Maintain a set of prints of Contract Drawings and Shop Drawings showing location of utilities and structures remaining after demolition. Mark the set to show the actual location of remaining utilities. Mark the drawing most capable of showing conditions fully and accurately. Give attention to concealed elements.

1. Mark sets with red pencil. Use other colors to distinguish between variations in separate categories of the Work.
2. Organize record drawing sheets into manageable sets. Bind with durable-paper cover sheets; print titles, dates, and other identification on the cover of each set.

1.2 EXECUTION

A. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Remove waste materials and dispose of lawfully.

END OF SECTION 01700

SECTION 02060 - BUILDING DEMOLITION

1.1 GENERAL

A. Definitions: As follows:

1. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
2. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
3. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in locations indicated.
4. Existing to Remain: Protect construction indicated to remain against damage and soiling during demolition. When permitted by the Owner, items may be removed to a suitable, protected storage location during demolition and then cleaned and reinstalled in their original locations.

B. Except for items or materials indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

C. Contractor shall take photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by demolition operations.

D. Record drawings at Project closeout according to Division 1 Section "Contract Closeout."

1. Identify and accurately locate, including depth of capped utilities and other subsurface structural, electrical, or mechanical conditions.

E. Regulatory Requirements: Comply with governing EPA, OSHA and Territorial Authority’s notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

F. Owner assumes no responsibility for actual condition of buildings to be demolished.

G. Storage or sale of removed items or materials on-site will not be permitted.

1.2 EXECUTION

A. Survey the condition of the building to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.

B. Hazardous Materials: Refer to Specification Section 01600-Hazardous Materials/Asbestos for information.

C. Underground Utilities: Do not disturb underground utilities within the public right-of-way. Terminate and cap with approved devices all sewer and storm water lines.

D. Salvage: All salvageable material required by the Owner, will be removed by the Owner prior to the Contractor beginning work (Notice to Proceed date).

F. Perform surveys as the Work progresses to detect hazards resulting from demolition activities.

G. Utility Requirements: Verify all utilities have been disconnected or abandoned in place serving structures to be demolished.

1. When terminating sewers and water supply lines, all shall be capped/plugged or otherwise sealed at the ends where broken before proceeding or backfilling to prevent obstructions in the public utility system. Comply with all State and local utility requirements relative to these operations.
2. Do not disturb or remove the utility poles and transformers. Terminate building electrical service cable at the poles; coordinate with the Territorial authorities.

H. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.

I. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

J. Conduct demolition operations to prevent injury to people and damage to adjacent buildings, facilities, and site improvements to remain. Ensure safe passage of people around demolition area.

K. Explosives: Use of explosives will not be permitted.

L. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

E. Building Demolition: Completely demolish and legally remove from the site all above and below grade man-made structures and utilities except where specifically indicated to remain (i.e. trees, fence, public utilities etc.) see drawings. Use methods required to complete Work within limitations of governing regulations and as follows:

1. Demolish all building elements including the basement/crawl foundation walls, footings, and floor slabs.
    a. Limit noise production per local requirements and CMHA requirements.
    b. Maintain soil erosion controls per Section 01010

2. Disposal: Demolish and remove all asphalt, concrete pavement and walkways within the limits of work. Do not remove concrete swales and catch basins.
    a. Disposal: Promptly and legally dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
        i. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas
        ii. Do not burn demolished materials.
        iii. Transport and legally dispose of demolished materials off Owner's property. The Contractor shall be responsible for all costs associated with transportation and disposal.

3. Fill excavated areas with the following:
    a. Mixed aggregate compactable fill gravel.
    b. Inorganic earth fill complying with Section 02300.
    c. All aggregate shall be no larger than 3” diameter.
    d. Provide a minimum 8” top-soil fill.
    e. Grade to drain to storm systems.

4. All asphalt shall be removed from site and cannot be used as fill.

5. Do not use brick and other inorganic materials as fill in excavated areas.

6. Cut and remove any shrubs and trees within the Limits of work.

7. Provide a final grading and utility location plan as part of the as-built drawings to the Owner.

N. Adjacent Structures: Contractor will be liable for damage to adjacent structures. Do not demolish the adjacent structures or cause damage to adjacent structures outside the limits of the property lines.

O. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.

END OF SECTION 02060

SECTION 02300 - EARTHWORK

1.1 GENERAL

A. Definitions in this Section include the following:

1. Backfill: Soil materials used to fill an excavation.
2. Fill: Soil materials used to raise existing grades.
3. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
4. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
5. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner and then only after arranging to provide temporary utility services according to requirements indicated.

1.2 PRODUCTS

A. Soil Materials: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.

D. Backfill: Acceptable Backfill:
1. Satisfactory soil materials.
2. B-19 granular fill not exceeding 3” in diameter.

E. Fill: Satisfactory soil materials.

F. Detectable Warning Tape: Polyethylene film warning tape encasing a metallic core, minimum 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility.

1.3 EXECUTION

A. Preparation: Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Provide erosion- and sedimentation-control measures.

C. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

D. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

E. Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

F. Fill: Place and compact fill material in layers to required elevations.

G. Compaction: Place backfill and fill materials in layers not more than 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than 6 inches in loose depth for material compacted by hand-operated tampers.

H. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 1557. Compact to obtain a Minimum Density of 90 percent of Standard Proctor maximum density obtained in the laboratory in accordance with ASTM D 698. Comply with IBC Section 1803.5 and shall have a minimum compressive strength of 2,000 psf with a lateral bearing of 150 psf/f below grade.

I. Rough Grading: Uniformly grade areas to a semi-smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated. Grade lawns, walks, and unpaved subgrades to tolerances of plus or minus 2 inches. Seed and straw in accordance with 02920.

J. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction.

K. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

L. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

SECTION 02831 - CHAIN LINK FENCES AND GATES

1.1 GENERAL - This Section applies to new fencing. Follow local requirements. Include the cost of applying for and obtaining fence permits as required.

1.2 PRODUCTS

1.3

A. Residential Fence: Galvanized-steel fence conforming to ASTM F 761 with 2-1/8-inch mesh of 0.113-inch-diameter (11-1/2 gage) steel wire; 1-3/8-inch top rail; 1-5/8-inch line posts; and 2-inch terminal, corner, and gate posts.

B. Fabric: Comply with Chain Link Fence Manufacturers Institute (CLFMI) "Product Manual" with 2-inch mesh of 0.120-inch-diameter (11-gage) wire of following material:

1. Steel wire with any of the following coatings:

a. Coating: Aluminized (aluminum-coated).
b. Coating: Galvanized (zinc-coated).
c. Coating: Zinc-aluminum-misc. metal coated.

C. Top Rail: 1.660-inch OD of same steel pipe material as posts.

D. Galvanized Steel posts for fabric heights 6 feet and over:

1. Line or Intermediate Posts: 2.375-inch OD Type I or II steel pipe.
2. End, Corner, and Pull Posts: 2.875-inch OD Type I or II steel pipe.

E. Galvanized Steel Swing Gate Posts: Sized as follows for steel pipe posts.

1. 4.000-Inch OD Pipe: For fabric height over 6 feet and gate leaf up to and including 12 feet wide.

F. Fittings and Accessories: Comply with ASTM F 626.

1. Post and Line Caps: Provide weather tight cap for each post. Provide line post caps with loop to receive tension wire or top rail.
2. Post Brace Assembly: Same material as top rail with 3/8-inch-diameter rod and adjustable tightener.
3. Bottom Rail: Same material as top rail with cap on each end.
4. Tension or Stretcher Bars: Galvanized steel bar, 2 inches shorter than fabric height, 3/16 inch thick by 3/4 inch wide.
5. Tension and Brace Bands: 3/4-inch-wide galvanized-steel bands.

a. Tension Bands: 0.074 inch thick (14 gage).
b. Brace Bands: 0.105 inch thick (12 gage).

6. Tension Wire: 0.177-inch-diameter metallic-coated steel marcelled tension wire with finish to match fabric.
7. Tie Wires: 0.106-inch-diameter (12-gage) galvanized steel or 0.148-inch-diameter (9-gage) aluminum alloy wire to match fabric wire.

G. Concrete: Portland cement, 1-inch maximum size aggregate, and potable water producing concrete with a 3-inch slump and a 28-day compressive strength of at least 3000 psi.

H. Packaged Concrete Mix: Mix dry-packaged normal-weight concrete conforming to ASTM C 387 with

clean water to obtain a 2- to 3-inch slump.

I. Double Swing Gates: Comply with ASTM F 900. Fabricate with same fabric as fence.

1. Steel Frames: Gates up to 8 feet wide:
   a. 6 Feet High and Over: Fabricate frames of 1.90-inch OD Type I or II steel pipe.

2. Gate Hardware: Provide galvanized hardware and accessories for each gate according to the following:
   a. Hinges: Non-lift-off type, offset to permit 180-degree gate opening.
   b. Latch: Forked type or plunger-bar type with padlock eye.
   c. Keeper: Provide a keeper for vehicle gates that automatically engages gate leaf and holds it in the open position until manually released.
   d. Gate Stops: Provide gate stops set in concrete for double gates, designed to engage a center drop rod or plunger bar. Include a locking device permitting both gate leaves to be locked with a single padlock.

1.4 EXECUTION

A. The Contractor shall maintain a secure site during the Work of this contract and shall be responsible for repairing and replacing missing, cut, vandalized or otherwise damaged fencing and fence components. All damage shall be repaired within 12 hours of occurrence of damage.

B. Installation: Install fence to comply with ASTM F 567. Erect a 6' ht. fence around the entire perimeter of the demolition site with gates as shown on site plan. The fence should be in place before any demolition operations begin. Apply fabric to outside of framework.

D. Setting Posts: Center and align posts in holes 3 inches above bottom of excavation. Space posts not more than 8 feet o.c. Align posts vertically and align tops. Line posts may be set in compacted earth, Gate and corner posts shall be set in concrete. Extend concrete footings 2 inches above grade and trowel to a crown to shed water. Footings shall be 6” dia., and extend 2” below the bottom of the post. Set bottom of line posts 18” below grade and gate posts a minimum of 30” below grade.

E. Top Rails: Run rail continuously through line post caps with expansion couplings as recommended by fencing manufacturer.

F. Brace Assemblies: Install braces at end and gate posts and at both sides of corner and pull posts so posts are plumb when diagonal rod is under proper tension.

G. Bottom Tension Wire: Install within 6 inches of bottom of fabric and tie to each post. Fasten to fabric with 0.120-inch-diameter (11-gage) hog rings spaced not more than 24 inches o.c.

H. Fabric: Install fabric on security side of fence with approximately 2 inches between finish grade and bottom selvage and anchor to framework so that fabric remains under tension after pulling force is released.

I. Tension or Stretcher Bars: Thread through fabric and secure bars to end, corner, pull, and gate posts with tension bands spaced not over 15 inches o.c.

J. Tie Wires: Use to secure fabric to posts and rails. Tie fabric to line posts 12 inches o.c. and to rails and braces not more than 24 inches o.c.

K. Gates: Install gates according to manufacturer's instructions, plumb, level, and secure for full opening without interference.

L. Remove fence at completion of construction.

END OF SECTION 02831

SECTION 02920 - LAWNS AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes seeding and sodding where indicated on drawings.

1.2 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.

B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.

D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

1.3 QUALITY ASSURANCE

A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.

B. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Sod: Harvest, deliver, store, and handle sod according to requirements in TPI's "Specifications for Turf grass Sod Materials" and "Specifications for Turf grass Sod Transplanting and Installation" in its "Guideline Specifications to Turf grass sodding."

1.5 LAWN MAINTENANCE

A. Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:

1. Seeded Lawns: 60 days from date of Substantial Completion.
2. Sodded Lawns: 45 days from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SEED

A. Seed Mixture: Provide seed of grass species and varieties, proportions by weight, and minimum percentages of purity, germination, and maximum percentage of weed seed as indicated.

Name	Proportion	Min.%	Max.%	Weed Max%
Turf Type Fescue (min. 3 cultivar blnd)	100 percent	85	98	0.50

2.2 TURFGRASS SOD

A. Turf grass Sod: Approved, complying with TPI's "Specifications for Turf grass Sod Materials" in its "Guideline Specifications to Turf grass sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.

B. Turf grass Species: Kentucky Bluegrass and Turf Type Fescue

2.3 PLANTING MATERIALS

A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.

1. Topsoil Source: Amend existing in-place surface soil to produce topsoil. Verify suitability of surface soil to produce topsoil. Surface soil may be supplemented with imported or manufactured topsoil from off-site sources.

B. Inorganic Soil Amendments:

1. Lime: ASTM C 602, Class T or O, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent.
2. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum 99 percent passing through No. 6 sieve and a maximum 10 percent passing through No. 40 sieve.
3. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
4. Aluminum Sulfate: Commercial grade, unadulterated.

C. Organic Soil Amendments

1. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8.
2. Peat: Finely divided or granular texture, with pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having water-absorbing capacity of 1100 to 2000 percent.
3. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture, free of chips, stones, sticks, soil, or toxic materials.

D. Fertilizer: For bare areas.

1. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 1 percent nitrogen and 10 percent phosphoric acid.
2. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
3. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow- release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

    a. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.

4. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

    a. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

2.4 PLANTING SOIL MIX

A. Planting Soil Mix: Mix topsoil with the following soil amendments and fertilizers in the following quantities:

1. Ratio of Loose Compost to Topsoil by Volume: 1:4 .
2. Weight of Slow-Release Fertilizer per manufacturer's instructions for application

PART 3 - EXECUTION

3.1 LAWN PREPARATION

A. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply superphosphate fertilizer directly to subgrade before loosening.
2. Thoroughly blend planting soil mix off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.
3. Spread planting soil mix to a depth of 4 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

B. Unchanged Subgrades: If lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare surface soil as follows:

1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
2. Loosen surface soil to a depth of at least of 1 inch. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 1 inch of soil. Till soil to a homogeneous mixture of fine texture.
3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.

C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.

D. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

E. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

3.2 SEEDING –

A. Seeding Bare Soil - Sow seed at the rate of 5 to 8 lb/1000 sq. ft.. Rake seed lightly into top 1/8 inch of topsoil, roll lightly, and water with fine spray.

B. Contractor may also use 'HYDRO-SEEDING' method for seeding.

C. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a

minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.

D. Watering Bare Soil Plantings - Ensure that all seeded areas are watered at a rate of 1/8" water every 72 hours either through natural rain or manually, for 30 days.

3.3 SODDING – Sod only where indicated on drawings.

A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.

B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.

1. Lay sod across angle of slopes exceeding 1:3.
2. Anchor sod on slopes exceeding 1:6 with wood pegs spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.

C. Saturate sod with fine water spray within two hours of planting. During first week, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.4 SATISFACTORY LAWNS

A. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 5 by 5 inches.

B. Satisfactory Sodded Lawn: At end of maintenance period, a healthy, well-rooted, even-colored, viable lawn has been established, free of weeds, open joints, bare areas, and surface irregularities.

C. Reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

3.5 EDGING

A. At all walkways, use mechanical or hand edging tool to cut and remove overgrowth from pavement. The edging shall be a minimum of ¼" wide to a depth of 1" minimum. Do not chip, scar, or otherwise damage pavement when performing this work. Dispose of all removed debris off-site.

END OF SECTION 02920

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March 2019

Table of Contents

1.0 Executive Summary

1.1 Background
1.2 Inspection Results

2.0 Inspection Procedures

2.1 General Asbestos Inspection and Sampling Procedures
2.2 Method of Sampling and Analysis
2.2.1 Bulk Sample Collection Methods
2.2.2 Analysis of Bulk Samples
2.2.3 Reporting of Analysis Results
2.2.4 Laboratory
2.3 Physical and Hazard Assessment
2.3.1 Physical Assessment Factors
2.3.2 Hazard Assessment Factors
2.3.3 Physical & Hazard Assessments of Materials Encountered

3.0 Bulk Sample Data Summary

4.0 Inventory of Asbestos-Containing Materials

Tables

2-1 Factors for Assessing Potential Fiber Release
2-2 Classifications for Hazard Potential of Friable Asbestos-Containing Materials
3-1 Bulk Sample Summary
4-1 Asbestos-Containing Material Inventory

Appendix A Laboratory Results

Appendix B Site Sketch Identifying Sample Locations

Appendix C Asbestos Hazard Evaluation Specialist License

1.0 Executive Summary

1.1 Background

m.a.c. Paran Consulting Services, Inc. performed a pre-demolition asbestos inspection at the Millvale Apartments multi-residential complex located on Moosewood Avenue, Bowling Green Court, and Millvale Court, Cincinnati Ohio. The objectives of the inspection were to (1) identify, by type and location, friable and non-friable asbestos-containing materials [ACM] throughout the structures; (2) assess the current condition of the ACM identified; and (3) provide estimated quantities of ACM. The inspection was conducted by Mr. George S. Beaudion and Mr. William S. Carter, certified Ohio Asbestos Hazard Evaluation Specialists (#ES31662 and #ES34717) in March 2019.

1.2 Inspection Results

The following is a summary of the materials confirmed by the laboratory to contain >1% asbestos. Please note that the quantities provided in this summary are approximate amounts and should be verified by an abatement contractor prior to the onset of removal activities.

- **Drywall/Joint Compound-** Approximately 59,557 square feet of drywall with asbestos-containing joint compound was identified throughout the units. The material is in fair condition.

- **9" and 12" Floor Tile/Mastic-** Approximately 17,849 square feet of asbestos-containing floor tile and mastic were identified throughout the units. The materials are in non-friable condition.

- **Cove Base Mastic-** Approximately 4,215 linear feet of asbestos-containing cove base mastic was identified throughout the units. The material is in non-friable condition.

- **Transite Panels-** Approximately 276 square feet of asbestos-containing transite panels were identified in unit 699. The material is in non-friable condition.

Note 1: All non-friable roofing materials (approximately 95,000 square feet) were assumed to contain asbestos.

Note 2: Because the drywall/drywall compound composite is <1% the Ohio Environmental Protection Agency (OEPA) regulations do not apply. However, because the Occupational Safety and Health Administration (OSHA) does not recognize composite sampling, OSHA regulations are applicable to the drywall compound.

Note 3: The sample numbers correspond to the building numbers.

Note 4: While care was taken during the inspection to identify all asbestos-containing materials, additional materials may be located within non-accessible areas of the structure (e.g., behind walls, above intact ceilings, inside concealed pipe chases, etc.). If, through renovation or demolition these materials are discovered, they should be treated as asbestos-containing until further testing proves otherwise.

2.0 Inspection Procedures

2.1 General Asbestos Inspection and Sampling Procedures

The inspection was performed in accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAPS, 40 CFR 61.145) and the Ohio Administrative Code (OAC, 3745-20) regulations governing asbestos emission and waste control from demolition/renovation activities. Bulk sampling of materials suspect to contain asbestos was conducted following Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA, 40 CFR 763.90), the accepted industry standard for conducting asbestos investigations in all types of buildings.

The vast majority of physically accessible spaces within the building were accessed and inspected for suspect asbestos-containing materials. The Inspector then grouped suspect materials into homogeneous areas for sampling. A homogeneous area consists of materials with like appearance, color, texture, and application date. A physical assessment (visual observation and touching the material) was also made of the current condition and degree of friability for each identified material (a material is considered friable if it can be crumbled using hand pressure). A list of homogeneous areas identified for this assessment is included on the Bulk Sample Summary Table.

The Inspector assessed all identified asbestos-containing materials. The inspection encompassed both friable and non-friable materials. The Inspector then assumed that the specific material remained homogeneous (based upon the material's appearance and application) throughout the building. In situations where materials appeared to alternate between asbestos containing and non-asbestos containing, the Inspector looked for visible differences between materials. If differences were not apparent, the Inspector made a professional decision to err on the side of conservatism and assumed that all materials were asbestos-containing.

The Inspector made every effort to locate all asbestos-containing materials identified during the inspection, however should unidentified suspect asbestos-containing materials be discovered, please contact m.a.c. Paran Consulting Services, Inc. for assistance in material identification.

2.2 Method of Sampling and Analysis

2.2.1 Bulk Sample Collection Methods

To avoid disturbing suspected asbestos-containing materials more than necessary and minimize the potential release of asbestos fibers, the Inspector performed bulk sampling in accordance with the industry accepted procedures outlined in the current EPA Guidance Document and the AHERA sampling protocol. Each sample collected was pre-wetted and obtained using a clean coring tool, utility knife, or other appropriate tool. Each sample was then placed in a clean, sealable vial and labeled with a unique sample identification number. Care was taken to obtain a sample that was representative of all layers of a material. To avoid cross-contamination, the tools used for sample collection were thoroughly cleaned before collecting the next sample. If requested, the sample site was labeled with a pre-printed adhesive-backed sample identification tag bearing the corresponding sample identification number. Pertinent sample information was recorded on a standardized bulk sample log sheet including the date of inspection, name of the Inspector, a brief description and the location of the sample, and the type of material sampled (e.g., thermal systems insulation).

2.2.2 Analysis of Bulk Samples

Bulk samples were analyzed for asbestos content by Polarized-Light Microscopy (PLM) and dispersion staining (Method Reference: EPA/600/R-931/116). This analytical method, which EPA currently recommends, for the determination of asbestos in bulk samples, can be used for qualitative identification of six morphologically different types of asbestos fibers: chrysotile, amosite, crocidolite, anthophyllite, tremolite, and actinolite asbestos.

PLM analysis requires the microscopist to take a portion of the sample and treat it with an oil of a specific refractive index. This prepared slide is then subjected to a variety of tests while being viewed under varying polarizations of light. Each asbestos type displays unique characteristics when subjected to these tests. Percentages of the identified types of asbestos are determined by visual estimation.

For samples containing low concentrations of asbestos, the Inspector may choose to have the laboratory perform point count analysis. This additional step is employed to more accurately determine the percent of asbestos that is in the material being sampled. Using the point counting procedure, eight mounts are made by dispersing eight sub-samples of the bulk sample into a suitable fluid. A reticule is placed on the eyepiece of the microscope that superimposes a grid of points over the field of view. Fifty non-empty points are examined for each mount, yielding 400 points, some of which may be identified as asbestos and the rest as non-asbestos material. A simple calculation gives the percentage asbestos; 4 points in 400 would be 1.0%.

2.2.3 Reporting of Analysis Results

The method specifies that the asbestos content in a bulk sample shall be estimated and reported as a finite percentage (rounded to the nearest percent) within the range of 0 to 100. Minute quantities of asbestos in bulk samples may be reported as “trace” (tr) or less than 1 percent. The composition of the bulk sample is reported in percentages of asbestos (i.e., chrysotile, amosite, crocidolite, or other) and non-asbestos (i.e., cellulose, fiberglass, mineral wool, synthetic, or other) components. The original laboratory reports are presented in Appendix A.

2.2.4 Laboratory

Analysis of all suspect asbestos-containing materials was performed by Eurofins CEI. using polarized light microscopy. Eurofins CEI. successfully participates in, and is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), administered by the National Institute of Standards and Technology.

2.3 Physical and Hazard Assessment

2.3.1 Physical Assessment Factors

Per AHERA requirements, the Inspector performed a physical assessment of all friable asbestos-containing materials. This involved physically observing and documenting the current condition of each friable material, and assessing its potential for future disturbance (or fiber release potential).

The Inspector categorized the materials’ current condition as Good, Fair, or Poor. AHERA protocol is not specific as to how these categories are arrived at, but in general the following guideline is used:

- Good – less than 10% area damage
- Fair – more than 10%, but less than 25% area damage
- Poor – more than 25% area damage

The Inspector then made an assessment of the materials' potential for future disturbance (or fiber release potential) using the general factors listed in Table 2-1 on the following page. The first three factors focus on the current condition of the asbestos-containing material. Evidence of deterioration, delamination, physical damage, or water damage indicates that fiber release has occurred, is occurring, or is likely to occur in the future. Such evidence is based on the appearance of the material and/or the presence of dislodged or crumbled material in the surrounding area. The first three factors focus on the potential for fiber release due to disturbance or erosion. Surface erosion is likely to occur when asbestos-containing materials are located in air plenums or near forced-air streams. Exposed and easily accessible materials in areas frequented by building occupants, or subject to mechanical vibrations are more vulnerable to disturbance or damage than materials in other locations.

Table 2-1: Factors for Assessing Potential Fiber Release
Current Condition of Asbestos-Containing Materials
• Evidence of deterioration or delamination from the underlying surface (substrate) • Evidence of physical damage (e.g., presence of debris) • Evidence of water damage
Potential for Future Disturbance, Damage, or Erosion of Asbestos-Containing Material
• Proximity to air plenum or direct airstream • Visibility, accessibility (to building occupants and maintenance personnel), and degree of activity (air movement, vibration, movement of building occupants) • Change in building use

2.3.2 Hazard Assessment Factors

Based upon the physical assessment, friable asbestos-containing materials are then given a hazard rank with corresponding response options to aid the building owner in prioritizing response actions (see Table 2-2). The hazard ranks range from 7 – most hazardous, to 1 – least hazardous as shown in Table 2-2 below. The highest rank is reserved for materials that are "significantly damaged" or material that is so extensively damaged that it requires immediate corrective action. Hazard ranks 4 – 6 reflect materials which are "damaged" with rank 6 indicating a high potential for further damage, and rank 5 indicating a moderate potential for damage. Hazard rank 4 denotes that a material has been damaged; however, the potential for any further damage is low. Hazard ranks 1 – 3 are reserved for materials currently in good condition with future disturbance potentials being high, moderate, or low (3, 2, 1, respectively). Non-friable materials are categorized as non-friable.

Table 2-2: Classifications for Hazard Potential of Friable Asbestos-Containing Materials		
Hazard Rank	**Condition**	**Disturbance Potential**
7	Poor	Any
6	Fair	High
5	Fair	Moderate
4	Fair	Low
3	Good	High
2	Good	Moderate
1	Good	Low

2.3.3 Physical and Hazard Assessments of Materials Encountered

The physical and hazard assessments made for all asbestos-containing materials identified during this inspection can be found in Section 4.0 “Inventory of Asbestos-Containing Materials”.

3.0 Bulk Sample Data Summary

The following table presents the results of materials sampled.

Table 3-1: Bulk Sample Summary

Room/Location	Material Description	Homogeneous Area No.	Sample Number	Laboratory Results
3207 Living Room	Drywall/Compound	15	05A03-1	None Detected
3209 Kitchen	Drywall/Compound	15	05A03-2	None Detected
3211 Living Room	Drywall/Compound	15	05A03-3	None Detected
Exterior (05A03)	Stucco	7	05A03-4	None Detected
Exterior (05B04)	Stucco	7	05A03-5	None Detected
2250 Kitchen	Drywall/Compound	20	619-1	None Detected
2252 2nd Floor Hallway	Drywall/Compound	20	619-2	None Detected
2258 Living Room	Drywall/Compound	20	619-3	None Detected
2264 Kitchen	Drywall/Compound	20	619-4	None Detected
2268 2nd Floor Hallway	Drywall/Compound	20	619-5	None Detected
Exterior (620)	Stucco	7	619-6	None Detected
Exterior (619)	Stucco	7	619-7	None Detected
3231 Kitchen	Drywall/Compound	18	05A04-1	None Detected
3233 Kitchen	Drywall/Compound	18	05A04-2	None Detected
3235 Living Room	Drywall/Compound	18	05A04-3	None Detected

Table 3-1: Bulk Sample Summary				
Room/Location	**Material Description**	**Homogeneous Area No.**	**Sample Number**	**Laboratory Results**
3231 Bathroom	12” Floor Tile/Mastic (white)	19	05A04-4	None Detected
3231 Bathroom	12” Floor Tile/Mastic (white)	19	05A04-5	None Detected
3127 Living Room	Drywall/Compound	2	05B02-1	None Detected- Drywall 2% Chrysotile- Compound <1% Chrysotile- Composite
3127 Living Room	Drywall/Compound	2	05B02-2	None Detected- Drywall 2% Chrysotile- Compound <1% Chrysotile- Composite
3131 Living Room	Drywall/Compound	2	05B02-3	None Detected- Drywall 2% Chrysotile- Compound <1% Chrysotile- Composite
3133 2nd Floor Hallway	Drywall/Compound	2	05B02-4	None Detected- Drywall 2% Chrysotile- Compound <1% Chrysotile- Composite
3139 Living Room	Drywall/Compound	2	05B02-5	None Detected- Drywall 2% Chrysotile- Compound <1% Chrysotile- Composite
3127 Living Room	Brown Cove Base Mastic	11	05B02-6	None Detected
3129 Living Room	Brown Cove Base Mastic	11	05B02-7	2% Chrysotile
3127 2nd Floor Hallway	Vapor Barrier	13	05B02-8	None Detected
3129 Bedroom 1	Vapor Barrier	13	05B02-9	None Detected
3131 Living Room	Tan Cove Base Mastic Joint Compound	4/2	05B02-10	None Detected- Mastic 2% Chrysotile- Compound
3131 Living Room	Tan Cove Base Mastic	4	05B02-11	None Detected
Exterior (05B02)	Stucco	7	05B02-12	None Detected
Exterior (05B02)	Stucco	7	05B02-13	None Detected
Exterior (05B01)	Stucco	7	05B02-14	None Detected

Table 3-1: Bulk Sample Summary				
Room/Location	**Material Description**	**Homogeneous Area No.**	**Sample Number**	**Laboratory Results**
3127 Living Room	12” Floor Tile/Mastic (white/blue)	8	05B02-15	2% Chrysotile- Tile None Detected- Yellow Mastic 5% Chrysotile- Black Mastic
3133 Living Room	12” Floor Tile/Mastic (white/blue)	8	05B02-16	Positive Stop Analysis None Detected- Yellow Mastic
3131 Living Room	12” Floor Tile/Mastic (beige/brown)	9	05B02-17	2% Chrysotile- Tile None Detected- Yellow Mastic
3129 Living Room	12” Floor Tile/Mastic (beige/brown)	9	05B02-18	Positive Stop Analysis None Detected- Mastic
3131 Living Room	9” Floor Tile/Mastic (brown)	10	05B02-19	3% Chrysotile- Tile 3% Chrysotile- Mastic
3129 Living Room	9” Floor Tile/Mastic (brown)	10	05B02-20	Positive Stop Analysis
3131 Kitchen	12” Floor Tile/Mastic (beige/grey)	12	05B02-21	2% Chrysotile- Tile None Detected- Yellow Mastic 5% Chrysotile- Black Mastic
3133 Kitchen	12” Floor Tile/Mastic (beige/grey)	12	05B02-22	Positive Stop Analysis None Detected- Yellow Mastic
Exterior (05B02)	Vapor Barrier	14	05B02-23	None Detected
Exterior (05B02)	Vapor Barrier	14	05B02-24	None Detected
2360 Living Room	Drywall/Compound	26	615-1	None Detected
2364 2nd Floor Living Room	Drywall/Compound	26	615-2	None Detected
2368 Bedroom 1	Drywall/Compound	26	615-3	None Detected
2372 Kitchen	Drywall/Compound	26	615-4	None Detected
2372 Kitchen	Drywall/Compound	26	615-5	None Detected

Table 3-1: Bulk Sample Summary				
Room/Location	**Material Description**	**Homogeneous Area No.**	**Sample Number**	**Laboratory Results**
Exterior (615)	Stucco	7	615-6	None Detected
Exterior (615)	Stucco	7	615-7	None Detected
Exterior (614)	Stucco	7	615-8	None Detected
2300 Living Room	Drywall/Compound	23	617-1	None Detected
2304 Living Room	Drywall/Compound	23	617-2	None Detected
2310 2nd Floor Hall	Drywall/Compound	23	617-3	None Detected
2312 2nd Floor Hall	Drywall/Compound	23	617-4	None Detected
2318 2nd Floor Hall	Drywall/Compound	23	617-5	None Detected
Exterior (617)	Stucco	7	617-6	None Detected
3147 Kitchen	Drywall/Compound	28	05A01-1	None Detected
3151 Kitchen	Drywall/Compound	28	05A01-2	None Detected
3153 Kitchen	Drywall/Compound	28	05A01-3	None Detected
Exterior (05A01)	Stucco	7	05A01-4	None Detected
Exterior (05A02)	Stucco	7	05A01-5	None Detected

Table 3-1: Bulk Sample Summary				
Room/Location	**Material Description**	**Homogeneous Area No.**	**Sample Number**	**Laboratory Results**
3107 Living Room	Drywall/Compound	1	05B01-1	None Detected
3111 Living Room	Drywall/Compound	1	05B01-2	None Detected- Drywall 3.5% Chrysotile- Compound ¥ 0.35% Chrysotile- Composite ¥
3113 Kitchen	Drywall/Compound	1	05B01-3	None Detected
3117 Stairwell	Drywall/Compound	1	05B01-4	None Detected
3121 Living Room	Drywall/Compound	1	05B01-5	None Detected- Drywall 2.8% Chrysotile- Compound ¥ 0.28% Chrysotile- Composite ¥
3107 Kitchen	Textured Finish*	6	05B01-6	None Detected
3107 Kitchen	Textured Finish	6	05B01-7	None Detected
3107 Kitchen	Textured Finish	6	05B01-8	None Detected
3107 Living Room	12” Floor Tile/Mastic (beige/brown/white)	3	05B01-9	2% Chrysotile- Tile 3% Chrysotile- Mastic
3117 Kitchen	12” Floor Tile/Mastic (beige/brown/white)	3	05B01-10	Positive Stop Analysis
3107 2nd Floor Bathroom	12” Floor Tile/Mastic (tan/brown/white)	5	05B01-11	None Detected
3111 2nd Floor Bathroom	12” Floor Tile/Mastic (tan/brown/white)	5	05B01-12	None Detected
Exterior (05B01)	Stucco	7	05B01-13	None Detected
Exterior (05B01)	Stucco	7	05B01-14	None Detected
3215 Kitchen	Drywall/Compound	16	05B04-1	None Detected
3217 Stairwell	Drywall/Compound	16	05B04-2	None Detected

* <1,000 square feet total
¥ verified by point count analysis

Table 3-1: Bulk Sample Summary				
Room/Location	**Material Description**	**Homogeneous Area No.**	**Sample Number**	**Laboratory Results**
3219 Stairwell	Drywall/Compound	16	05B04-3	None Detected
3223 Kitchen	Drywall/Compound	16	05B04-4	None Detected- Drywall 2.8% Chrysotile- Compound ¥ 0.28% Chrysotile- Composite ¥
3225 Living Room	Drywall/Compound	16	05B04-5	None Detected- Drywall 3.3% Chrysotile- Compound ¥ 0.33% Chrysotile- Composite ¥
3217 Kitchen	Sink Undercoating (white)	17	05B04-6	None Detected
3217 Kitchen	Sink Undercoating (white)	17	05B04-7	None Detected
2280 Living Room	Drywall/Compound	22	618-1	None Detected
2232 Living Room	Drywall/Compound	22	618-2	None Detected
2288 Living Room	Drywall/Compound	22	618-3	None Detected
2286 Living Room	Drywall/Compound	22	618-4	None Detected
2290 Living Room	Drywall/Compound	22	618-5	None Detected
2230 Living Room	Drywall/Compound	21	620-1	None Detected
2230 Kitchen	Drywall/Compound	21	620-2	None Detected
2232 Kitchen	Drywall/Compound	21	620-3	None Detected
2234 Living Room	Drywall/Compound	21	620-4	None Detected
2236 Stairwell	Drywall/Compound	21	620-5	None Detected
2027 Kitchen	Drywall/Compound	27	614-1	None Detected

¥ verified by point count analysis

Table 3-1: Bulk Sample Summary				
Room/Location	**Material Description**	**Homogeneous Area No.**	**Sample Number**	**Laboratory Results**
2025 Stairwell	Drywall/Compound	27	614-2	None Detected
2023 Living Room	Drywall/Compound	27	614-3	None Detected
2019 Bedroom 1	Drywall/Compound	27	614-4	None Detected
2017 Bedroom 3	Drywall/Compound	27	614-5	None Detected
2330 Living Room	Drywall/Compound	24	616-1	None Detected
2332 Living Room	Drywall/Compound	24	616-2	None Detected
2334 Living Room	Drywall/Compound	24	616-3	None Detected
2338 Living Room	Drywall/Compound	24	616-4	None Detected
2340 Living Room	Drywall/Compound	24	616-5	None Detected
2330 Stairwell	Tan Stair Tread Mastic	25	616-6	None Detected
2330 Stairwell	Tan Stair Tread Mastic	25	616-7	None Detected
3161 Kitchen	Drywall/Compound	29	05A02-1	None Detected
3159 Living Room	Drywall/Compound	29	05A02-2	None Detected
3155 Stairwell	Drywall/Compound	29	05A02-3	None Detected- Drywall 2.5% Chrysotile- Compound ¥ 0.25% Chrysotile- Composite ¥
2009 Room-7	Drywall/Compound	30	699-1	None Detected
2009 Hallway	Drywall/Compound	30	699-2	None Detected
2009 Room-4	Drywall/Compound	30	699-3	None Detected

¥ verified by point count analysis

Table 3-1: Bulk Sample Summary				
Room/Location	**Material Description**	**Homogeneous Area No.**	**Sample Number**	**Laboratory Results**
2009 Hallway	Drywall/Compound	30	699-4	None Detected
2009 Room-3	Drywall/Compound	30	699-5	None Detected
2009 Room-4	12” Floor Tile/Mastic (white/blue)	31	699-6	None Detected
2009 Room-4	12” Floor Tile/Mastic (white/blue)	31	699-7	None Detected
2009 Room-4	12” Floor Tile/Mastic (blue)	32	699-8	None Detected
2009 Room-4	12” Floor Tile/Mastic (blue)	32	699-9	None Detected
2009 Hallway	12” Floor Tile/Mastic (white/black/tan)	34	699-10	None Detected
2009 Hallway	12” Floor Tile/Mastic (white/black/tan)	34	699-11	None Detected
2009 Hallway	12” Floor Tile/Mastic (olive green)	36	699-12	None Detected
2009 Hallway	12” Floor Tile/Mastic (olive green)	36	699-13	None Detected
2009 Hallway	12” Floor Tile/Mastic (white/black/blue/rust)	37	699-14	None Detected
Men’s Restroom	12” Floor Tile/Mastic (white/black/blue/rust)	37	699-15	None Detected
Men’s Restroom	12” Floor Tile/Mastic (black/white)	33	699-16	None Detected
Men’s Restroom	12” Floor Tile/Mastic (black/white)	33	699-17	None Detected
2009 Room-3	12” Floor Tile/Mastic (tan/brown)	39	699-18	None Detected- Tile None Detected- Yellow Mastic 3% Chrysotile- Black Mastic
2009 Room-3	12” Floor Tile/Mastic (tan/brown)	39	699-19	None Detected- Tile Positive Stop Analysis

Table 3-1: Bulk Sample Summary				
Room/Location	**Material Description**	**Homogeneous Area No.**	**Sample Number**	**Laboratory Results**
2009 Hallway	2’ x 2’ Ceiling Tile (small holes/fissures)	35	699-20	None Detected
2009 Hallway	2’ x 2’ Ceiling Tile (small holes/fissures)	35	699-21	None Detected
Utility Room	2’ x 2’ Ceiling Tile (small holes/dimples)	40	699-22	None Detected
Utility Room	2’ x 2’ Ceiling Tile (small holes/dimples)	40	699-23	None Detected
2009 Room-4	Transite Panels	42	699-24	20% Chrysotile
2009 Room-4	Transite Panels	42	699-25	Positive Stop Analysis
Exterior (699)	Stucco	7	699-26	None Detected
Exterior (699)	Stucco	7	699-27	None Detected
Exterior (699)	Stucco	7	699-28	None Detected
2009 Room-4	Tan Cove Base Mastic	41	699-29	None Detected
2009 Room-4	Tan Cove Base Mastic	41	699-30	None Detected
2009 Room-2	12” Floor Tile/Mastic (bone/blue)	43	699-31	None Detected
2009 Room-2	12” Floor Tile/Mastic (bone/blue)	43	699-32	None Detected
2009 Room-2	12” Floor Tile/Mastic (tan)	44	699-33	None Detected- Tile 3% Chrysotile- Mastic
2009 Room-2	12” Floor Tile/Mastic (tan)	44	699-34	None Detected- Tile Positive Stop Analysis

4.0 Inventory of Asbestos-Containing Materials

The following table presents a list of asbestos-containing materials identified during the inspection.

Table 4-1: Asbestos-Containing Materials Inventory

Room/Location	Material Type	Condition/ Hazard Rank	Estimated Quantity
Building 05B01 (units 3107-3121)	Drywall/Joint Compound	Fair/5	21,497 sf.
Building 05B01 (unit 3111 kitchen & living room)	12” Floor Tile/Mastic (tan/brown/white)	Non-Friable	510 sf.
Building 05B01 (unit 3113 kitchen & living room)	12” Floor Tile/Mastic (tan/brown/white)	Non-Friable	510 sf.
Building 05B01 (unit 3117 kitchen & living room)	12” Floor Tile/Mastic (tan/brown/white)	Non-Friable	510 sf.
Building 05B01 (unit 3117 kitchen & living room)	9” Floor Tile/Mastic (brown)	Non-Friable	510 sf.
Building 05B01 (unit 3119 kitchen & living room)	12” Floor Tile/Mastic (tan/brown/white)	Non-Friable	510 sf.
Building 05B01 (unit 3121 kitchen & living room)	12” Floor Tile/Mastic (tan/brown/white)	Non-Friable	510 sf.
Building 05B04 (units 3215-3229)	Drywall/Joint Compound	Fair/5	19,040 sf.
Building 05B04 (unit 3215 kitchen & living room)	12” Floor Tile/Mastic (beige/brown)	Non-Friable	459 sf.
Building 05B04 (unit 3217 kitchen & living room)	12” Floor Tile/Mastic (beige/brown)	Non-Friable	459 sf.
Building 05B04 (unit 3219 kitchen & living room)	12” Floor Tile/Mastic (beige/brown)	Non-Friable	459 sf.
Building 05B04 (unit 3221 kitchen & living room)	12” Floor Tile Mastic (beige/brown)	Non-Friable	459 sf.
Building 05B04 (unit 3223 kitchen & living room)	12” Floor Tile/Mastic (beige/brown)	Non-Friable	459 sf.
Building 05B04 (unit 3225 kitchen & living room)	12” Floor Tile/Mastic (beige/brown)	Non-Friable	459 sf.
Building 05B04 (unit 3227 kitchen & living room)	12” Floor Tile/Mastic (beige/brown)	Non-Friable	459 sf.

Table 4-1: Asbestos-Containing Materials Inventory			
Room/Location	**Material Type**	**Condition/ Hazard Rank**	**Estimated Quantity**
Building 05B04 (unit 3229 kitchen & living room)	12” Floor Tile/Mastic (beige/brown)	Non-Friable	459 sf.
Building 618 (unit 2280 kitchen & living room)	12” Floor Tile (beige/brown)	Non-Friable	442 sf.
Building 618 (unit 2282 kitchen & living room)	12” Floor Tile (beige/brown)	Non-Friable	442 sf.
Building 618 (unit 2284 kitchen & living room)	12” Floor Tile (beige/brown)	Non-Friable	442 sf.
Building 618 (unit 2286 kitchen & living room)	12” Floor Tile (beige/brown)	Non-Friable	442 sf.
Building 618 (unit 2288 kitchen & living room)	12” Floor Tile (beige/brown)	Non-Friable	442 sf.
Building 618 (unit 2290 kitchen & living room)	12” Floor Tile (beige/brown)	Non-Friable	442 sf.
Building 620 (unit 2230 kitchen & living room)	12” Floor Tile (beige/brown)	Non-Friable	468 sf.
Building 620 (unit 2232 kitchen & living room)	12” Floor Tile (beige/brown)	Non-Friable	468 sf.
Building 620 (unit 2234 kitchen & living room)	12” Floor Tile (beige/brown)	Non-Friable	468 sf.
Building 620 (unit 2236 kitchen & living room)	12” Floor Tile (beige/brown)	Non-Friable	468 sf.
Building 699 (large recreation room)	Transite Panels (above ceiling)	Non-Friable	276 sf.
Building 05A01 (unit 3147 throughout)	Cove Base Mastic (brown)	Non-Friable	275 lf.
Building 05A01 (unit 3151 throughout)	Cove Base Mastic (brown)	Non-Friable	275 lf.
Building 05A01 (unit 3153 throughout)	Cove Base Mastic (brown)	Non-Friable	275 lf.
Building 619 (unit 2250 throughout)	Cove Base Mastic (brown)	Non-Friable	60 lf.
Building 619 (unit 2252 throughout)	Cove Base Mastic (brown)	Non-Friable	100 lf.

Table 4-1: Asbestos-Containing Materials Inventory			
Room/Location	**Material Type**	**Condition/ Hazard Rank**	**Estimated Quantity**
Building 619 (unit 2254 throughout)	Cove Base Mastic (brown)	Non-Friable	100 lf.
Building 619 (unit 2256 throughout)	Cove Base Mastic (brown)	Non-Friable	100 lf.
Building 619 (unit 2258 throughout)	Cove Base Mastic (brown)	Non-Friable	100 lf.
Building 619 (unit 2260 throughout)	Cove Base Mastic (brown)	Non-Friable	100 lf.
Building 619 (unit 2262 throughout)	Cove Base Mastic (brown)	Non-Friable	100 lf.
Building 619 (unit 2264 throughout)	Cove Base Mastic (brown)	Non-Friable	100 lf.
Building 619 (unit 2266 throughout)	Cove Base Mastic (brown)	Non-Friable	100 lf.
Building 619 (unit 2268 throughout)	Cove Base Mastic (brown)	Non-Friable	100 lf.
Building 05B02 (units 3127-3141)	Drywall/Joint Compound	Fair/5	19,020 sf.
Building 05B02 (unit 3127 kitchen & living room)	12” Floor Tile/Mastic (white/blue)	Non-Friable	468 sf.
Building 05B02 (unit 3127 bathroom)	12” Floor Tile (beige/brown)	Non-Friable	25 sf.
Building 05B02 (unit 3127 throughout)	Cove Base Mastic (brown)	Non-Friable	275 lf.
Building 05B02 (unit 3129 living & bath room)	12” Floor Tile (beige/brown)	Non-Friable	384 sf.
Building 05B02 (unit 3129 kitchen & living room)	9” Floor Tile/Mastic (brown)	Non-Friable	468 sf.
Building 05B02 (unit 3129 throughout)	Cove Base Mastic (brown)	Non-Friable	100 lf.
Building 05B02 (unit 3131 throughout)	Cove Base Mastic (brown)	Non-Friable	160 lf.
Building 05B02 (unit 3131 kitchen & living room)	12” Floor Tile (beige/brown)	Non-Friable	468 sf.

Table 4-1: Asbestos-Containing Materials Inventory			
Room/Location	**Material Type**	**Condition/ Hazard Rank**	**Estimated Quantity**
Building 05B02 (unit 3131 kitchen & living room)	9” Floor Tile/Mastic (brown)	Non-Friable	468 sf.
Building 05B02 (unit 3133 throughout)	Cove Base Mastic (brown)	Non-Friable	160 lf.
Building 05B02 (unit 3133 kitchen & living room)	9” Floor Tile/Mastic (brown)	Non-Friable	468 sf.
Building 05B02 (unit 3135 throughout)	Cove Base Mastic (brown)	Non-Friable	180 lf.
Building 05B02 (unit 3135 kitchen, living & bathroom)	12” Floor Tile (beige/brown)	Non-Friable	488 sf.
Building 05B02 (unit 3135 kitchen & living room)	9” Floor Tile/Mastic (brown)	Non-Friable	468 sf.
Building 05B02 (unit 3137 throughout)	Cove Base Mastic (brown)	Non-Friable	160 lf.
Building 05B02 (unit 3137 living room)	12” Floor Tile (beige/brown)	Non-Friable	360 sf.
Building 05B02 (unit 3137 kitchen & living room)	9” Floor Tile/Mastic (brown)	Non-Friable	468 sf.
Building 05B02 (unit 3137 kitchen & bathroom)	12” Floor Tile/Mastic (beige/grey)	Non-Friable	128 sf.
Building 05B02 (unit 3139 throughout)	Cove Base Mastic (brown)	Non-Friable	275 lf.
Building 05B02 (unit 3139 kitchen & living room)	9” Floor Tile/Mastic (brown)	Non-Friable	468 sf.
Building 05B02 (unit 3139 living room)	12” Floor Tile (beige/brown)	Non-Friable	360 sf.
Building 05B02 (unit 3139 kitchen)	12” Floor Tile/Mastic (beige/grey)	Non-Friable	128 sf.
Building 05B02 (unit 3141 throughout)	Cove Base Mastic (brown)	Non-Friable	240 lf.
Building 05B02 (unit 3141 kitchen & bathroom)	12” Floor Tile/Mastic (beige grey)	Non-Friable	148 sf.
Building 05B02 (unit 3141 living room)	12” Floor Tile (beige/brown)	Non-Friable	360 sf.

Table 4-1: Asbestos-Containing Materials Inventory			
Room/Location	**Material Type**	**Condition/ Hazard Rank**	**Estimated Quantity**
Building 05B02 (unit 3141 kitchen & living room)	9” Floor Tile/Mastic (brown)	Non-Friable	468 sf.
Building 617 (unit 2300 throughout)	Cove Base Mastic (brown)	Non-Friable	100 lf.
Building 617 (unit 2302 throughout)	Cove Base Mastic (brown)	Non-Friable	100 lf.
Building 617 (unit 2304 throughout)	Cove Base Mastic (brown)	Non-Friable	100 lf.
Building 617 (unit 2308 throughout)	Cove Base Mastic (brown)	Non-Friable	140 lf.
Building 617 (unit 2310 throughout)	Cove Base Mastic (brown)	Non-Friable	100 lf.
Building 617 (unit 2312 throughout)	Cove Base Mastic (brown)	Non-Friable	100 lf.
Building 617 (unit 2316 throughout)	Cove Base Mastic (brown)	Non-Friable	140 lf.
Building 617 (unit 2318 throughout)	Cove Base Mastic (brown)	Non-Friable	100 lf.
Roof of Structure	Shingles (assumed asbestos-containing)	Non-Friable	95,000 sf.

Appendix A

Laboratory Results

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March 21, 2019

Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

CLIENT PROJECT: Millvale Court, 19-5.10
CEI LAB CODE: A195071

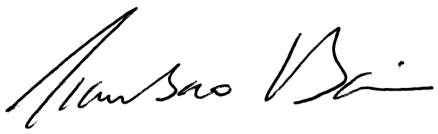
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on March 7, 2019. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director

NVLAP TESTING
NVLAP LAB CODE 101768-0

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ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

Mac Paran Consulting Services, Inc.

CLIENT PROJECT: Millvale Court, 19-5.10

LAB CODE: A195071

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 03/21/19

TOTAL SAMPLES ANALYZED: 59

SAMPLES >1% ASBESTOS: 9

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: Millvale Court, 19-5.10 **LAB CODE:** A195071

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
05A03-1		A72361	White	Drywall/Joint Compound	None Detected
05A03-2		A72362	White	Drywall/Joint Compound	None Detected
05A03-3		A72363	White	Drywall/Joint Compound	None Detected
05A03-4	Layer 1	A72364	Tan	Plaster Skim Coat	None Detected
	Layer 2	A72364	Gray	Plaster Base Coat	None Detected
05A03-5	Layer 1	A72365	Tan	Plaster Skim Coat	None Detected
	Layer 2	A72365	Gray	Plaster Base Coat	None Detected
619-1		A72366	White	Drywall/Joint Compound	None Detected
619-2		A72367	White	Drywall/Joint Compound	None Detected
619-3		A72368	White,Tan	Drywall/Joint Compound	None Detected
619-4		A72369	White,Tan	Drywall/Joint Compound	None Detected
619-5		A72370	White	Drywall/Joint Compound	None Detected
619-6	Layer 1	A72371	Tan	Stucco Skim Coat	None Detected
	Layer 2	A72371	Gray	Stucco Base Coat	None Detected
619-7	Layer 1	A72372	Tan	Stucco Skim Coat	None Detected
	Layer 2	A72372	Gray	Stucco Base Coat	None Detected
05A04-1		A72373	White	Drywall/Joint Compound	None Detected
05A04-2		A72374	White	Drywall/Joint Compound	None Detected
05A04-3		A72375	White	Drywall/Joint Compound	None Detected
05A04-4		A72376A	White,Gray	Floor Tile	None Detected
		A72376B	Clear	Mastic	None Detected
		A72376C	Tan	Floor Tile	None Detected
		A72376D	Clear	Mastic	None Detected
05A04-5		A72377A	White,Gray	Floor Tile	None Detected
		A72377B	Clear	Mastic	None Detected
		A72377C	Tan	Floor Tile	None Detected
		A72377D	Clear	Mastic	None Detected
05B02-1		A72378	White	Drywall/Joint Compound	Chrysotile <1%
05B02-2		A72379	White	Drywall/Joint Compound	Chrysotile <1%
05B02-3		A72380	White	Drywall/Joint Compound	Chrysotile <1%
05B02-4		A72381	White	Drywall/Joint Compound	Chrysotile <1%

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: Millvale Court, 19-5.10 **LAB CODE:** A195071

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
05B02-5		A72382	White	Drywall/Joint Compound	Chrysotile <1%
05B02-6		A72383	Yellow	Adhesive	None Detected
05B02-7		A72384	Brown	Adhesive	Chrysotile 2%
05B02-8		A72385	Black	Vapor Barrier	None Detected
05B02-9		A72386	Black	Vapor Barrier	None Detected
05B02-10	Layer 1	A72387	Yellow	Adhesive	None Detected
	Layer 2	A72387	Off-white	Mud	Chrysotile 2%
05B02-11		A72388	Yellow	Adhesive	None Detected
05B02-12	Layer 1	A72389	Tan	Stucco Skim Coat	None Detected
	Layer 2	A72389	Gray	Stucco Base Coat	None Detected
05B02-13	Layer 1	A72390	Tan	Stucco Skim Coat	None Detected
	Layer 2	A72390	Gray	Stucco Base Coat	None Detected
05B02-14	Layer 1	A72391	Tan	Stucco Skim Coat	None Detected
	Layer 2	A72391	Gray	Stucco Base Coat	None Detected
05B02-15		A72392A	Off-white	Floor Tile	Chrysotile 2%
	Layer 1	A72392B	Yellow	Mastic	None Detected
	Layer 2	A72392B	Black	Mastic	Chrysotile 5%
05B02-16		A72393A		Sample Not Analyzed per COC	
		A72393B	Yellow	Mastic	None Detected
05B02-17		A72394A	Off-white	Floor Tile	Chrysotile 2%
		A72394B	Black	Mastic	None Detected
05B02-18		A72395A		Sample Not Analyzed per COC	
		A72395B	Black	Mastic	None Detected
05B02-19		A72396A	Brown	Floor Tile	Chrysotile 3%
		A72396B	Black	Mastic	Chrysotile 3%
05B02-20		A72397		Sample Not Analyzed per COC	
05B02-21		A72398A	Off-white	Floor Tile	Chrysotile 2%
	Layer 1	A72398B	Yellow	Mastic	None Detected
	Layer 2	A72398B	Black	Mastic	Chrysotile 5%
05B02-22		A72399A		Sample Not Analyzed per COC	
		A72399B	Yellow	Mastic	None Detected

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: Millvale Court, 19-5.10 **LAB CODE:** A195071

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
05B02-23		A72400	Black	Vapor Barrier	None Detected
05B02-24		A72401	Black	Vapor Barrier	None Detected
615-1		A72402	White	Drywall/Joint Compound	None Detected
615-2		A72403	White	Drywall/Joint Compound	None Detected
615-3		A72404	White	Drywall/Joint Compound	None Detected
615-4		A72405	White	Drywall/Joint Compound	None Detected
615-5		A72406	White	Drywall/Joint Compound	None Detected
615-6	Layer 1	A72407	Tan	Stucco Skim Coat	None Detected
	Layer 2	A72407	Gray	Stucco Base Coat	None Detected
615-7	Layer 1	A72408	Tan	Stucco Skim Coat	None Detected
	Layer 2	A72408	Gray	Stucco Base Coat	None Detected
615-8	Layer 1	A72409	Tan	Stucco Skim Coat	None Detected
	Layer 2	A72409	Gray	Stucco Base Coat	None Detected
617-1		A72410	White	Drywall/Joint Compound	None Detected
617-2		A72411	White	Drywall/Joint Compound	None Detected
617-3		A72412	White	Drywall/Joint Compound	None Detected
617-4		A72413	White	Drywall/Joint Compound	None Detected
617-5		A72414	White	Drywall/Joint Compound	None Detected
617-6		A72415	Gray	Stucco	None Detected
05A01-1		A72416	White	Drywall/Joint Compound	None Detected
05A01-2		A72417	White	Drywall/Joint Compound	None Detected
05A01-3		A72418	White	Drywall/Joint Compound	None Detected
05A01-4	Layer 1	A72419	Tan	Stucco Skim Coat	None Detected
	Layer 2	A72419	Gray	Stucco Base Coat	None Detected
05A01-5	Layer 1	A72420	Tan	Stucco Skim Coat	None Detected
	Layer 2	A72420	Gray	Stucco Base Coat	None Detected

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ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

Lab Code: A195071
Date Received: 03-07-19
Date Analyzed: 03-21-19
Date Reported: 03-21-19

Project: Millvale Court, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
05A03-1 A72361	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected
05A03-2 A72362	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected
05A03-3 A72363	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected
05A03-4 Layer 1 A72364	Plaster Skim Coat	Heterogeneous Tan Non-fibrous Bound			40% 30% 30%	Binder Silicates Paint	None Detected
Lab Notes: No drywall/ joint compound present							
Layer 2 A72364	Plaster Base Coat	Homogeneous Gray Non-fibrous Bound	<1%	Cellulose	40% 60%	Binder Silicates	None Detected
05A03-5 Layer 1 A72365	Plaster Skim Coat	Heterogeneous Tan Non-fibrous Bound			40% 30% 30%	Binder Silicates Paint	None Detected
Lab Notes: No drywall/ joint compound present							
Layer 2 A72365	Plaster Base Coat	Homogeneous Gray Non-fibrous Bound	<1%	Cellulose	40% 60%	Binder Silicates	None Detected

ASBESTOS BULK ANALYSIS

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Project: Millvale Court, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
619-1 A72366	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected
619-2 A72367	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected
619-3 A72368	Drywall/Joint Compound	Heterogeneous White,Tan Fibrous Bound	5% 15%	Fiberglass Cellulose	75% 5% <1%	Gypsum Calc Carb Paint	None Detected
619-4 A72369	Drywall/Joint Compound	Heterogeneous White,Tan Fibrous Bound	5% 15%	Fiberglass Cellulose	75% 5% <1%	Gypsum Calc Carb Paint	None Detected
619-5 A72370	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected
619-6 Layer 1 A72371	Stucco Skim Coat	Heterogeneous Tan Non-fibrous Bound			40% 30% 30%	Binder Silicates Paint	None Detected
Lab Notes: No drywall/ joint compound present							
Layer 2 A72371	Stucco Base Coat	Homogeneous Gray Non-fibrous Bound	<1%	Cellulose	40% 60%	Binder Silicates	None Detected

ASBESTOS BULK ANALYSIS

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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
619-7	Stucco Skim Coat	Heterogeneous			40%	Binder	None Detected
Layer 1		Tan			30%	Silicates	
A72372		Non-fibrous			30%	Paint	
		Bound					
Lab Notes: No drywall/ joint compound present							
Layer 2	Stucco Base Coat	Homogeneous	<1%	Cellulose	40%	Binder	None Detected
A72372		Gray			60%	Silicates	
		Non-fibrous					
		Bound					
05A04-1	Drywall/Joint	Heterogeneous	5%	Fiberglass	90%	Gypsum	None Detected
A72373	Compound	White			5%	Calc Carb	
		Fibrous			<1%	Paint	
		Bound					
05A04-2	Drywall/Joint	Heterogeneous	5%	Fiberglass	90%	Gypsum	None Detected
A72374	Compound	White			5%	Calc Carb	
		Fibrous			<1%	Paint	
		Bound					
05A04-3	Drywall/Joint	Heterogeneous	5%	Fiberglass	90%	Gypsum	None Detected
A72375	Compound	White			5%	Calc Carb	
		Fibrous			<1%	Paint	
		Bound					
05A04-4	Floor Tile	Homogeneous			100%	Vinyl	None Detected
A72376A		White,Gray					
		Non-fibrous					
		Bound					
Lab Notes: No drywall/ joint compound present							
A72376B	Mastic	Homogeneous			100%	Mastic	None Detected
		Clear					
		Non-fibrous					
		Bound					

ASBESTOS BULK ANALYSIS

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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
A72376C	Floor Tile	Homogeneous Tan Non-fibrous Bound			100%	Vinyl	None Detected
A72376D	Mastic	Homogeneous Clear Non-fibrous Bound			100%	Mastic	None Detected
05A04-5 A72377A	Floor Tile	Homogeneous White,Gray Non-fibrous Bound			100%	Vinyl	None Detected
Lab Notes: No drywall/ joint compound present							
A72377B	Mastic	Homogeneous Clear Non-fibrous Bound			100%	Mastic	None Detected
A72377C	Floor Tile	Homogeneous Tan Non-fibrous Bound			100%	Vinyl	None Detected
A72377D	Mastic	Homogeneous Clear Non-fibrous Bound			100%	Mastic	None Detected
05B02-1 A72378	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	<1% Chrysotile
Lab Notes: 2% chrysotile in joint compound; <1% chrysotile overall							

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Project: Millvale Court, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
05B02-2 A72379	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	<1% Chrysotile
Lab Notes: 2% chrysotile in joint compound; <1% chrysotile overall							
05B02-3 A72380	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	<1% Chrysotile
Lab Notes: 2% chrysotile in joint compound; <1% chrysotile overall							
05B02-4 A72381	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	<1% Chrysotile
Lab Notes: 2% chrysotile in joint compound; <1% chrysotile overall							
05B02-5 A72382	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	<1% Chrysotile
Lab Notes: 2% chrysotile in joint compound; <1% chrysotile overall							
05B02-6 A72383	Adhesive	Homogeneous Yellow Non-fibrous Bound			100%	Mastic	None Detected
05B02-7 A72384	Adhesive	Homogeneous Brown Non-fibrous Bound			98%	Mastic	2% Chrysotile

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Project: Millvale Court, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
05B02-8 A72385	Vapor Barrier	Homogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar	None Detected
05B02-9 A72386	Vapor Barrier	Homogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar	None Detected
05B02-10 Layer 1 A72387	Adhesive	Homogeneous Yellow Non-fibrous Bound			100%	Mastic	None Detected
Layer 2 A72387	Mud	Homogeneous Off-white Fibrous Bound			60% 38%	Gypsum Calc Carb	**2% Chrysotile**
05B02-11 A72388	Adhesive	Homogeneous Yellow Non-fibrous Bound			100%	Mastic	None Detected
05B02-12 Layer 1 A72389	Stucco Skim Coat	Heterogeneous Tan Non-fibrous Bound			40% 30% 30%	Binder Silicates Paint	None Detected
Lab Notes: No drywall/ joint compound present							
Layer 2 A72389	Stucco Base Coat	Homogeneous Gray Non-fibrous Bound	<1%	Cellulose	40% 60%	Binder Silicates	None Detected

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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
05B02-13	Stucco Skim Coat	Heterogeneous			40%	Binder	None Detected
Layer 1		Tan			30%	Silicates	
A72390		Non-fibrous			30%	Paint	
		Bound					
Lab Notes: No drywall/ joint compound present							
Layer 2	Stucco Base Coat	Homogeneous	<1%	Cellulose	40%	Binder	None Detected
A72390		Gray			60%	Silicates	
		Non-fibrous					
		Bound					
05B02-14	Stucco Skim Coat	Heterogeneous			40%	Binder	None Detected
Layer 1		Tan			30%	Silicates	
A72391		Non-fibrous			30%	Paint	
		Bound					
Lab Notes: No drywall/ joint compound present							
Layer 2	Stucco Base Coat	Homogeneous	<1%	Cellulose	40%	Binder	None Detected
A72391		Gray			60%	Silicates	
		Non-fibrous					
		Bound					
05B02-15	Floor Tile	Homogeneous			98%	Vinyl	**2% Chrysotile**
A72392A		Off-white					
		Non-fibrous					
		Bound					
Layer 1	Mastic	Homogeneous			100%	Mastic	None Detected
A72392B		Yellow					
		Non-fibrous					
		Bound					
Layer 2	Mastic	Homogeneous			95%	Tar	**5% Chrysotile**
A72392B		Black					
		Non-fibrous					
		Bound					

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Project: Millvale Court, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous	Non-Fibrous		ASBESTOS %
05B02-16 A72393A	Sample Not Analyzed per COC					
A72393B	Mastic	Homogeneous Yellow Non-fibrous Bound		100%	Mastic	None Detected
05B02-17 A72394A	Floor Tile	Homogeneous Off-white Non-fibrous Bound		98%	Vinyl	**2% Chrysotile**
A72394B	Mastic	Homogeneous Black Non-fibrous Bound		100%	Tar	None Detected
05B02-18 A72395A	Sample Not Analyzed per COC					
A72395B	Mastic	Homogeneous Black Non-fibrous Bound		100%	Tar	None Detected
05B02-19 A72396A	Floor Tile	Homogeneous Brown Non-fibrous Bound		97%	Vinyl	**3% Chrysotile**
A72396B	Mastic	Homogeneous Black Non-fibrous Bound		97%	Tar	**3% Chrysotile**
05B02-20 A72397	Sample Not Analyzed per COC					

ASBESTOS BULK ANALYSIS

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Date Received: 03-07-19
Date Analyzed: 03-21-19
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Project: Millvale Court, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
05B02-21 A72398A	Floor Tile	Homogeneous Off-white Non-fibrous Bound			98%	Vinyl	**2% Chrysotile**
Layer 1 A72398B	Mastic	Homogeneous Yellow Non-fibrous Bound			100%	Mastic	None Detected
Layer 2 A72398B	Mastic	Homogeneous Black Non-fibrous Bound			95%	Tar	**5% Chrysotile**
05B02-22 A72399A	Sample Not Analyzed per COC						
A72399B	Mastic	Homogeneous Yellow Non-fibrous Bound			100%	Mastic	None Detected
05B02-23 A72400	Vapor Barrier	Homogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar	None Detected
05B02-24 A72401	Vapor Barrier	Homogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar	None Detected
615-1 A72402	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected

ASBESTOS BULK ANALYSIS

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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
615-2 A72403	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected
615-3 A72404	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected
615-4 A72405	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected
615-5 A72406	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected
615-6 Layer 1 A72407	Stucco Skim Coat	Heterogeneous Tan Non-fibrous Bound			40% 30% 30%	Binder Silicates Paint	None Detected
Lab Notes: No drywall/ joint compound present							
Layer 2 A72407	Stucco Base Coat	Homogeneous Gray Non-fibrous Bound	<1%	Cellulose	40% 60%	Binder Silicates	None Detected
615-7 Layer 1 A72408	Stucco Skim Coat	Heterogeneous Tan Non-fibrous Bound			40% 30% 30%	Binder Silicates Paint	None Detected
Lab Notes: No drywall/ joint compound present							

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Layer 2 A72408	Stucco Base Coat	Homogeneous Gray Non-fibrous Bound	<1%	Cellulose	40% 60%	Binder Silicates	None Detected
615-8 Layer 1 A72409	Stucco Skim Coat	Heterogeneous Tan Non-fibrous Bound			40% 30% 30%	Binder Silicates Paint	None Detected
Lab Notes: No drywall/ joint compound present							
Layer 2 A72409	Stucco Base Coat	Homogeneous Gray Non-fibrous Bound	<1%	Cellulose	40% 60%	Binder Silicates	None Detected
617-1 A72410	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected
617-2 A72411	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected
617-3 A72412	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected
617-4 A72413	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected

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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
617-5 A72414	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected
617-6 A72415	Stucco	Homogeneous Gray Non-fibrous Bound	<1%	Cellulose	40% 60%	Binder Silicates	None Detected
05A01-1 A72416	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected
05A01-2 A72417	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected
05A01-3 A72418	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	5%	Fiberglass	90% 5% <1%	Gypsum Calc Carb Paint	None Detected
05A01-4 Layer 1 A72419	Stucco Skim Coat	Heterogeneous Tan Non-fibrous Bound			40% 30% 30%	Binder Silicates Paint	None Detected
Lab Notes: No drywall/ joint compound present							
Layer 2 A72419	Stucco Base Coat	Homogeneous Gray Non-fibrous Bound	<1%	Cellulose	40% 60%	Binder Silicates	None Detected

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Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
05A01-5	Stucco Skim Coat	Heterogeneous			40%	Binder	None Detected
Layer 1		Tan			30%	Silicates	
A72420		Non-fibrous			30%	Paint	
		Bound					
Lab Notes: No drywall/ joint compound present							
Layer 2	Stucco Base Coat	Homogeneous	<1%	Cellulose	40%	Binder	None Detected
A72420		Gray			60%	Silicates	
		Non-fibrous					
		Bound					

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LEGEND:
Non-Anth = Non-Asbestiform Anthophyllite
Non-Trem = Non-Asbestiform Tremolite
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

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Information provided by customer includes customer sample ID, location, volume and area as well as date and time of sampling.

ANALYST: Megan Fisher

APPROVED BY: Tianbao Bai, Ph.D., CIH
Laboratory Director

NVLAP TESTING
NVLAP LAB CODE 101768-0

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CHAIN OF CUSTODY

(60)

LAB USE ONLY:	
CEI Lab Code:	A195071
CEI Lab I.D. Range:	A72361- A72420

730 SE Maynard Road, Cary, NC 27511
Tel: 866-481-1412; Fax: 919-481-1442

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:	Job Contact: Scott Carter
Company: Macparan Consulting	Email / Tel: scarter@macparan.com 513-276-5357
Address: 3959 Fulton Grove Road	Project Name: Millvale Court
Cincinnati, Ohio 45245	Project ID#: 19-5.10
Email: scarter@macparan.com	PO #:
Tel: 513-752-9111 Fax: 513-752-7973	STATE SAMPLES COLLECTED IN:

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME 4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	☐	☐	☐	☐	☐	☒
PLM POINT COUNT (400)	EPA 600	☐	☐	☐	☐	☐	☐
PLM POINT COUNT (1000)	EPA 600	☐	☐	☐	☐	☐	☐
PLM GRAV w POINT COUNT	EPA 600		☐	☐	☐	☐	☐
PLM BULK	CARB 435		☐	☐	☐	☐	☐
PCM AIR	NIOSH 7400	☐	☐	☐	☐	☐	☐
TEM AIR	EPA AHERA	☐	☐	☐	☐	☐	☐
TEM AIR	NIOSH 7402	☐	☐	☐	☐	☐	☐
TEM AIR (PCME)	ISO 10312	☐	☐	☐	☐	☐	☐
TEM AIR	ASTM 6281-15	☐	☐	☐	☐	☐	☐
TEM BULK	CHATFIELD		☐	☐	☐	☐	☐
TEM DUST WIPE	ASTM D6480-05 (2010)	☐	☐	☐	☐	☐	☐
TEM DUST MICROVAC	ASTM D5755-09 (2014)	☐	☐	☐	☐	☐	☐
TEM SOIL	ASTM D7521-16			☐	☐	☐	☐
TEM VERMICULITE	CINCINNATI METHOD			☐	☐	☐	☐
TEM QUALITTATIVE	IN-HOUSE METHOD		☐	☐	☐	☐	☐
OTHER:		☐	☐	☐	☐	☐	☐

REMARKS / SPECIAL INSTRUCTIONS:
PSA= 05B02-(6,7)(8,9)(10,11)(15,16)(17,18)(19,20)(21,22)(23,24)

☒ Accept Samples
☐ Reject Samples

Relinquished By:	Date/Time	Received By:	Date/Time
[signature]	3/6/19 3pm	[signature]	3/7/19 9:40

Samples will be disposed of 30 days after analysis

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SAMPLING FORM

COMPANY CONTACT INFORMATION	
Company: Macaran	Job Contact: Scott Carter
Project Name: Millvale Court	
Project ID #: 19-5.10	Tel:

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
05A03 - 1	DW/JC		PLM ☐	TEM ☐
-2	↓		PLM ☐	TEM ☐
-3	↓		PLM ☐	TEM ☐
-4	↓		PLM ☐	TEM ☐
-5	↓		PLM ☐	TEM ☐
619 - 1	DW/JC		PLM ☐	TEM ☐
-2	↓		PLM ☐	TEM ☐
-3	↓		PLM ☐	TEM ☐
-4	↓		PLM ☐	TEM ☐
-5	↓		PLM ☐	TEM ☐
-6	Stucco		PLM ☐	TEM ☐
-7	↓		PLM ☐	TEM ☐
05A04 - 1	DW/JC		PLM ☐	TEM ☐
-2	↓		PLM ☐	TEM ☐
-3	↓		PLM ☐	TEM ☐
-4	↓		PLM ☐	TEM ☐
-5	↓		PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐

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SAMPLING FORM

COMPANY CONTACT INFORMATION	
Company:	Job Contact:
Project Name: Milvale Court	
Project ID #: 19-5.10	Tel:

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
05B02-1	DW/SC		PLM ☐	TEM ☐
-2	↓		PLM ☐	TEM ☐
-3	↓		PLM ☐	TEM ☐
-4	↓		PLM ☐	TEM ☐
-5	↓		PLM ☐	TEM ☐
-6	Cove base Adhesive		PLM ☐	TEM ☐
-7	↓		PLM ☐	TEM ☐
-8	Vapor Barrier		PLM ☐	TEM ☐
-9	↓		PLM ☐	TEM ☐
-10	Cove base Adhesive		PLM ☐	TEM ☐
-11	↓		PLM ☐	TEM ☐
-12	Stucco		PLM ☐	TEM ☐
-13	↓		PLM ☐	TEM ☐
-14	↓		PLM ☐	TEM ☐
-15	12"ft		PLM ☐	TEM ☐
-16	↓		PLM ☐	TEM ☐
-17	12"ft		PLM ☐	TEM ☐
-18	↓		PLM ☐	TEM ☐
-19	9"ft		PLM ☐	TEM ☐
-20	↓		PLM ☐	TEM ☐
-21	12"ft		PLM ☐	TEM ☐
-22	↓		PLM ☐	TEM ☐
-23	Vapor Barrier		PLM ☐	TEM ☐
-24	↓		PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐

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SAMPLING FORM

COMPANY CONTACT INFORMATION	
Company:	Job Contact:
Project Name: Millvale Court	
Project ID #: 19-5.10	Tel:

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
615-1	DW/SC		PLM ☐	TEM ☐
-2	↓		PLM ☐	TEM ☐
-3	↓		PLM ☐	TEM ☐
-4	↓		PLM ☐	TEM ☐
-5	↓		PLM ☐	TEM ☐
-6	Stucco		PLM ☐	TEM ☐
-7	↓		PLM ☐	TEM ☐
-8	↓		PLM ☐	TEM ☐
617-1	DW/SC		PLM ☐	TEM ☐
-2	↓		PLM ☐	TEM ☐
-3	↓		PLM ☐	TEM ☐
-4	↓		PLM ☐	TEM ☐
-5	↓		PLM ☐	TEM ☐
-6	Stucco		PLM ☐	TEM ☐
05A01-1	DW/SC		PLM ☐	TEM ☐
-2	↓		PLM ☐	TEM ☐
-3	↓		PLM ☐	TEM ☐
-4	Stucco		PLM ☐	TEM ☐
-5	↓		PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐

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March 22, 2019

Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

CLIENT PROJECT: Millvale Covet, 19-5.10
CEI LAB CODE: A195076

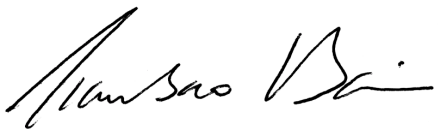
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on March 7, 2019. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director

NVLAP TESTING
NVLAP LAB CODE 101768-0

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ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

Mac Paran Consulting Services, Inc.

CLIENT PROJECT: Millvale Covet, 19-5.10

LAB CODE: A195076

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 03/22/19

TOTAL SAMPLES ANALYZED: 78

SAMPLES >1% ASBESTOS: 5

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: Millvale Covet, 19-5.10 **LAB CODE:** A195076

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
05B01-1		A72465	White	Drywall/Joint Compound	None Detected
05B01-2		A72466	White	Drywall/Joint Compound	Chrysotile <1%
05B01-3		A72467	White	Drywall/Joint Compound	None Detected
05B01-4		A72468	White	Drywall/Joint Compound	None Detected
05B01-5		A72469	White	Drywall/Joint Compound	Chrysotile <1%
05B01-6		A72470	White	Textured Finish	None Detected
05B01-7		A72471	White	Textured Finish	None Detected
05B01-8		A72472	White	Textured Finish	None Detected
05B01-9		A72473A	White,Beige	Floor Tile	Chrysotile 2%
		A72473B	Black	Mastic	Chrysotile 3%
05B01-10		A72474		Sample Not Analyzed per COC	
05B01-11		A72475A	Beige	Floor Tile	None Detected
		A72475B	Yellow	Mastic	None Detected
05B01-12		A72476A	Beige	Floor Tile	None Detected
		A72476B	Yellow	Mastic	None Detected
05B01-13		A72477	Beige,Gray	Stucco	None Detected
05B01-14		A72478	Beige,Gray	Stucco	None Detected
05B04-1		A72479	White	Drywall/Joint Compound	None Detected
05B04-2		A72480	White	Drywall/Joint Compound	None Detected
05B04-3		A72481	White	Drywall/Joint Compound	None Detected
05B04-4		A72482	White	Drywall/Joint Compound	Chrysotile <1%
05B04-5		A72483	White	Drywall/Joint Compound	Chrysotile <1%
05B04-6		A72484	White	Sink Undercoating	None Detected
05B04-7		A72485	White	Sink Undercoating	None Detected
618-1		A72486	White	Drywall/Joint Compound	None Detected
618-2		A72487	White	Drywall/Joint Compound	None Detected
618-3		A72488	White	Drywall/Joint Compound	None Detected
618-4		A72489	White	Drywall/Joint Compound	None Detected
618-5		A72490	White	Drywall/Joint Compound	None Detected
620-1		A72491	White	Drywall/Joint Compound	None Detected
620-2		A72492	White	Drywall/Joint Compound	None Detected

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: Millvale Covet, 19-5.10 **LAB CODE:** A195076

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
620-3		A72493	White	Drywall/Joint Compound	None Detected
620-4		A72494	White	Drywall/Joint Compound	None Detected
620-5		A72495	White	Drywall/Joint Compound	None Detected
614-1		A72496	White	Drywall/Joint Compound	None Detected
614-2		A72497	White	Drywall/Joint Compound	None Detected
614-3		A72498	White	Drywall/Joint Compound	None Detected
614-4		A72499	White	Drywall/Joint Compound	None Detected
614-5		A72500	White	Drywall/Joint Compound	None Detected
616-1		A72501	White	Drywall/Joint Compound	None Detected
616-2		A72502	White	Drywall/Joint Compound	None Detected
616-3		A72503	White	Drywall/Joint Compound	None Detected
616-4		A72504	White	Drywall/Joint Compound	None Detected
616-5		A72505	White	Drywall/Joint Compound	None Detected
616-6		A72506	Tan	Adhesive	None Detected
616-7		A72507	Tan	Adhesive	None Detected
05A02-1		A72508	White	Drywall/Joint Compound	None Detected
05A02-2		A72509	White	Drywall/Joint Compound	None Detected
05A02-3		A72510	White,Tan	Drywall/Joint Compound	Chrysotile <1%
699-1		A72511	White	Drywall/Joint Compound	None Detected
699-2		A72512	White	Drywall/Joint Compound	None Detected
699-3		A72513	White	Drywall/Joint Compound	None Detected
699-4		A72514	White	Drywall/Joint Compound	None Detected
699-5		A72515	White	Drywall/Joint Compound	None Detected
699-6		A72516A	White	Floor Tile	None Detected
		A72516B	Yellow	Mastic	None Detected
699-7		A72517A	White	Floor Tile	None Detected
		A72517B	Yellow	Mastic	None Detected
699-8		A72518A	Blue	Floor Tile	None Detected
		A72518B	Yellow	Mastic	None Detected
699-9		A72519A	Blue	Floor Tile	None Detected
		A72519B	Yellow	Mastic	None Detected

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Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: Millvale Covet, 19-5.10 **LAB CODE:** A195076

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
699-10		A72520A	White	Floor Tile	None Detected
		A72520B	Yellow	Mastic	None Detected
699-11		A72521A	White	Floor Tile	None Detected
		A72521B	Yellow	Mastic	None Detected
699-12		A72522A	Green	Floor Tile	None Detected
		A72522B	Yellow	Mastic	None Detected
699-13		A72523A	Green	Floor Tile	None Detected
		A72523B	Yellow	Mastic	None Detected
699-14		A72524A	White	Floor Tile	None Detected
		A72524B	Yellow	Mastic	None Detected
699-15		A72525A	White	Floor Tile	None Detected
		A72525B	Yellow	Mastic	None Detected
699-16		A72526A	Black	Floor Tile	None Detected
		A72526B	Clear,Yellow	Mastic	None Detected
699-17		A72527A	Black	Floor Tile	None Detected
		A72527B	Clear,Yellow	Mastic	None Detected
699-18		A72528A	Beige	Floor Tile	None Detected
	Layer 1	A72528B	Yellow	Mastic	None Detected
	Layer 2	A72528B	Black	Mastic	Chrysotile 3%
699-19		A72529A	Beige	Floor Tile	None Detected
		A72529B		Sample Not Analyzed per COC	
699-20		A72530	White	Ceiling Tile	None Detected
699-21		A72531	White	Ceiling Tile	None Detected
699-22		A72532	White	Ceiling Tile	None Detected
699-23		A72533	White	Ceiling Tile	None Detected
699-24		A72534	Gray	Window Panel	Chrysotile 20%
699-25		A72535		Sample Not Analyzed per COC	
699-26		A72536	Brown,Gray	Stucco	None Detected
699-27		A72537	Brown,Gray	Stucco	None Detected
699-28		A72538	Brown,Gray	Stucco	None Detected
699-29		A72539	Tan	Adhesive	None Detected

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: Millvale Covet, 19-5.10 **LAB CODE:** A195076

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
699-30		A72540	Tan	Adhesive	None Detected
699-31		A72541A	Beige	Floor Tile	None Detected
		A72541B	Yellow	Mastic	None Detected
699-32		A72542A	Beige	Floor Tile	None Detected
		A72542B	Yellow	Mastic	None Detected
699-33		A72543A	Beige	Floor Tile	None Detected
		A72543B	Black	Mastic	Chrysotile 3%
699-34		A72544A	Beige	Floor Tile	None Detected
		A72544B		Sample Not Analyzed per COC	

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

Lab Code: A195076
Date Received: 03-07-19
Date Analyzed: 03-21-19
Date Reported: 03-22-19

Project: Millvale Covet, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
05B01-1 A72465	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
05B01-2 A72466	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	<1% Chrysotile
Lab Notes: Chrysotile found in joint compound only, at 2%. Overall sample is <1% chrysotile.							
05B01-3 A72467	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
05B01-4 A72468	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
05B01-5 A72469	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	<1% Chrysotile
Lab Notes: Chrysotile found in joint compound only, at 2%. Overall sample is <1% chrysotile.							
05B01-6 A72470	Textured Finish	Heterogeneous White Non-fibrous Bound			5% 50% 45%	Paint Binder Calc Carb	None Detected
05B01-7 A72471	Textured Finish	Heterogeneous White Non-fibrous Bound			5% 50% 45%	Paint Binder Calc Carb	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

Lab Code: A195076
Date Received: 03-07-19
Date Analyzed: 03-21-19
Date Reported: 03-22-19

Project: Millvale Covet, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous	Non-Fibrous		ASBESTOS %
05B01-8 A72472	Textured Finish	Heterogeneous White Non-fibrous Bound		5% 50% 45%	Paint Binder Calc Carb	None Detected
05B01-9 A72473A	Floor Tile	Homogeneous White,Beige Fibrous Bound		78% 20%	Vinyl Calc Carb	**2% Chrysotile**
A72473B	Mastic	Homogeneous Black Fibrous Bound		97%	Mastic	**3% Chrysotile**
05B01-10 A72474	Sample Not Analyzed per COC					
05B01-11 A72475A	Floor Tile	Homogeneous Beige Non-fibrous Bound		80% 20%	Vinyl Calc Carb	None Detected
A72475B	Mastic	Homogeneous Yellow Non-fibrous Bound		100%	Mastic	None Detected
05B01-12 A72476A	Floor Tile	Homogeneous Beige Non-fibrous Bound		80% 20%	Vinyl Calc Carb	None Detected
A72476B	Mastic	Homogeneous Yellow Non-fibrous Bound		100%	Mastic	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

Lab Code: A195076
Date Received: 03-07-19
Date Analyzed: 03-21-19
Date Reported: 03-22-19

Project: Millvale Covet, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
05B01-13 A72477	Stucco	Heterogeneous Beige,Gray Non-fibrous Bound			5% 55% 40%	Paint Binder Silicates	None Detected
05B01-14 A72478	Stucco	Heterogeneous Beige,Gray Non-fibrous Bound			5% 55% 40%	Paint Binder Silicates	None Detected
05B04-1 A72479	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
05B04-2 A72480	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
05B04-3 A72481	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
05B04-4 A72482	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	<1% Chrysotile
Lab Notes: Chrysotile found in joint compound only, at 2%. Overall sample is <1% chrysotile.							
05B04-5 A72483	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	<1% Chrysotile
Lab Notes: Chrysotile found in joint compound only, at 2%. Overall sample is <1% chrysotile.							

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ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

Lab Code: A195076
Date Received: 03-07-19
Date Analyzed: 03-21-19
Date Reported: 03-22-19

Project: Millvale Covet, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		 Non-Fibrous		ASBESTOS %
05B04-6 A72484	Sink Undercoating	Homogeneous White Fibrous Bound	25%	Cellulose	75%	Mastic	None Detected
05B04-7 A72485	Sink Undercoating	Homogeneous White Fibrous Bound	25%	Cellulose	75%	Mastic	None Detected
618-1 A72486	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
618-2 A72487	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
618-3 A72488	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
618-4 A72489	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
618-5 A72490	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

Lab Code: A195076
Date Received: 03-07-19
Date Analyzed: 03-21-19
Date Reported: 03-22-19

Project: Millvale Covet, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
620-1 A72491	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10% 	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
620-2 A72492	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10% 	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
620-3 A72493	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10% 	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
620-4 A72494	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10% 	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
620-5 A72495	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10% 	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
614-1 A72496	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10% 	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
614-2 A72497	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10% 	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

Lab Code: A195076
Date Received: 03-07-19
Date Analyzed: 03-21-19
Date Reported: 03-22-19

Project: Millvale Covet, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
614-3 A72498	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
614-4 A72499	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
614-5 A72500	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
616-1 A72501	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
616-2 A72502	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
616-3 A72503	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
616-4 A72504	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

Lab Code: A195076
Date Received: 03-07-19
Date Analyzed: 03-21-19
Date Reported: 03-22-19

Project: Millvale Covet, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
616-5 A72505	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
616-6 A72506	Adhesive	Homogeneous Tan Non-fibrous Bound			100%	Mastic	None Detected
616-7 A72507	Adhesive	Homogeneous Tan Non-fibrous Bound			100%	Mastic	None Detected
05A02-1 A72508	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
05A02-2 A72509	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
05A02-3 A72510	Drywall/Joint Compound	Heterogeneous White,Tan Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	<1% Chrysotile
Lab Notes: Chrysotile found in joint compound only, at 2%. Overall sample is <1% chrysotile							
699-1 A72511	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

Lab Code: A195076
Date Received: 03-07-19
Date Analyzed: 03-21-19
Date Reported: 03-22-19

Project: Millvale Covet, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
699-2 A72512	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
699-3 A72513	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 10% 75%	Paint Calc Carb Gypsum	None Detected
699-4 A72514	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	25%	Cellulose	5% 20% 50%	Paint Perlite Binder	None Detected
699-5 A72515	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	25%	Cellulose	5% 20% 50%	Paint Perlite Binder	None Detected
699-6 A72516A	Floor Tile	Homogeneous White Non-fibrous Bound			80% 20%	Vinyl Calc Carb	None Detected
A72516B	Mastic	Homogeneous Yellow Non-fibrous Bound			100%	Mastic	None Detected
699-7 A72517A	Floor Tile	Homogeneous White Non-fibrous Bound			80% 20%	Vinyl Calc Carb	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

Lab Code: A195076
Date Received: 03-07-19
Date Analyzed: 03-21-19
Date Reported: 03-22-19

Project: Millvale Covet, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous	Non-Fibrous	ASBESTOS %
A72517B	Mastic	Homogeneous Yellow Non-fibrous Bound	100%	Mastic	None Detected
699-8 A72518A	Floor Tile	Homogeneous Blue Non-fibrous Bound	80% 20%	Vinyl Calc Carb	None Detected
A72518B	Mastic	Homogeneous Yellow Non-fibrous Bound	100%	Mastic	None Detected
699-9 A72519A	Floor Tile	Homogeneous Blue Non-fibrous Bound	80% 20%	Vinyl Calc Carb	None Detected
A72519B	Mastic	Homogeneous Yellow Non-fibrous Bound	100%	Mastic	None Detected
699-10 A72520A	Floor Tile	Homogeneous White Non-fibrous Bound	80% 20%	Vinyl Calc Carb	None Detected
A72520B	Mastic	Homogeneous Yellow Non-fibrous Bound	100%	Mastic	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

Lab Code: A195076
Date Received: 03-07-19
Date Analyzed: 03-21-19
Date Reported: 03-22-19

Project: Millvale Covet, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous	Non-Fibrous		ASBESTOS %
699-11 A72521A	Floor Tile	Homogeneous White Non-fibrous Bound		80% 20%	Vinyl Calc Carb	None Detected
A72521B	Mastic	Homogeneous Yellow Non-fibrous Bound		100%	Mastic	None Detected
699-12 A72522A	Floor Tile	Homogeneous Green Non-fibrous Bound		80% 20%	Vinyl Calc Carb	None Detected
A72522B	Mastic	Homogeneous Yellow Non-fibrous Bound		100%	Mastic	None Detected
699-13 A72523A	Floor Tile	Homogeneous Green Non-fibrous Bound		80% 20%	Vinyl Calc Carb	None Detected
A72523B	Mastic	Homogeneous Yellow Non-fibrous Bound		100%	Mastic	None Detected
699-14 A72524A	Floor Tile	Homogeneous White Non-fibrous Bound		80% 20%	Vinyl Calc Carb	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

Lab Code: A195076
Date Received: 03-07-19
Date Analyzed: 03-21-19
Date Reported: 03-22-19

Project: Millvale Covet, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous	Non-Fibrous	ASBESTOS %
A72524B	Mastic	Homogeneous Yellow Non-fibrous Bound	100%	Mastic	None Detected
699-15 A72525A	Floor Tile	Homogeneous White Non-fibrous Bound	80% 20%	Vinyl Calc Carb	None Detected
A72525B	Mastic	Homogeneous Yellow Non-fibrous Bound	100%	Mastic	None Detected
699-16 A72526A	Floor Tile	Homogeneous Black Non-fibrous Bound	80% 20%	Vinyl Calc Carb	None Detected
A72526B	Mastic	Homogeneous Clear,Yellow Non-fibrous Bound	100%	Mastic	None Detected
699-17 A72527A	Floor Tile	Homogeneous Black Non-fibrous Bound	80% 20%	Vinyl Calc Carb	None Detected
A72527B	Mastic	Homogeneous Clear,Yellow Non-fibrous Bound	100%	Mastic	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

Lab Code: A195076
Date Received: 03-07-19
Date Analyzed: 03-21-19
Date Reported: 03-22-19

Project: Millvale Covet, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
699-18 A72528A	Floor Tile	Homogeneous Beige Non-fibrous Bound			80% 20%	Vinyl Calc Carb	None Detected
Layer 1 A72528B	Mastic	Homogeneous Yellow Non-fibrous Bound			100%	Mastic	None Detected
Layer 2 A72528B	Mastic	Homogeneous Black Fibrous Bound			97%	Mastic	**3% Chrysotile**
699-19 A72529A	Floor Tile	Homogeneous Beige Non-fibrous Bound			80% 20%	Vinyl Calc Carb	None Detected
A72529B	Sample Not Analyzed per COC						
699-20 A72530	Ceiling Tile	Heterogeneous White Fibrous Loosely Bound	35% 35%	Cellulose Fiberglass	5% 25%	Paint Perlite	None Detected
699-21 A72531	Ceiling Tile	Heterogeneous White Fibrous Loosely Bound	35% 35%	Cellulose Fiberglass	5% 25%	Paint Perlite	None Detected
699-22 A72532	Ceiling Tile	Heterogeneous White Fibrous Loosely Bound	40% 40%	Cellulose Fiberglass	5% 15%	Paint Perlite	None Detected

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ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

Lab Code: A195076
Date Received: 03-07-19
Date Analyzed: 03-21-19
Date Reported: 03-22-19

Project: Millvale Covet, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
699-23 A72533	Ceiling Tile	Heterogeneous White Fibrous Loosely Bound	40% 40%	Cellulose Fiberglass	5% 15%	Paint Perlite	None Detected
699-24 A72534	Window Panel	Homogeneous Gray Fibrous Tightly Bound			5% 75%	Paint Binder	**20% Chrysotile**
699-25 A72535	Sample Not Analyzed per COC						
699-26 A72536	Stucco	Heterogeneous Brown,Gray Non-fibrous Bound			10% 55% 35%	Paint Silicates Binder	None Detected
699-27 A72537	Stucco	Heterogeneous Brown,Gray Non-fibrous Bound			10% 55% 35%	Paint Silicates Binder	None Detected
699-28 A72538	Stucco	Heterogeneous Brown,Gray Non-fibrous Bound			10% 55% 35%	Paint Silicates Binder	None Detected
699-29 A72539	Adhesive	Homogeneous Tan Non-fibrous Bound			100%	Mastic	None Detected
699-30 A72540	Adhesive	Homogeneous Tan Non-fibrous Bound			100%	Mastic	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

Lab Code: A195076
Date Received: 03-07-19
Date Analyzed: 03-21-19
Date Reported: 03-22-19

Project: Millvale Covet, 19-5.10

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous	Non-Fibrous		ASBESTOS %
699-31 A72541A	Floor Tile	Homogeneous Beige Non-fibrous Bound		80% 20%	Vinyl Calc Carb	None Detected
A72541B	Mastic	Homogeneous Yellow Non-fibrous Bound		100%	Mastic	None Detected
699-32 A72542A	Floor Tile	Homogeneous Beige Non-fibrous Bound		80% 20%	Vinyl Calc Carb	None Detected
A72542B	Mastic	Homogeneous Yellow Non-fibrous Bound		100%	Mastic	None Detected
699-33 A72543A	Floor Tile	Homogeneous Beige Non-fibrous Bound		80% 20%	Vinyl Calc Carb	None Detected
A72543B	Mastic	Homogeneous Black Fibrous Bound		97%	Mastic	**3% Chrysotile**
699-34 A72544A	Floor Tile	Homogeneous Beige Non-fibrous Bound		80% 20%	Vinyl Calc Carb	None Detected
A72544B	Sample Not Analyzed per COC					

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LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
Non-Trem = Non-Asbestiform Tremolite
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID, location, volume and area as well as date and time of sampling.

ANALYST: Greg Ruff

APPROVED BY: Tianbao Bai, Ph.D., CIH
Laboratory Director

NVLAP TESTING
NVLAP LAB CODE 101768-0

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March 27, 2019

Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

CLIENT PROJECT: Millvale Covet, 19-5.10 (Point Count)
CEI LAB CODE: A195076A

Dear Customer:

Enclosed are asbestos analysis results for PLM bulk samples received at our laboratory on March 22, 2019. The samples were analyzed for asbestos using polarized light microscopy (PLM) point count per the EPA 600 Method.

Sample results containing > 1% asbestos are considered asbestos-containing materials (ACMs) per the EPA regulatory requirements. The detection limit for the EPA 600 method is 0.25% for 400 point counts, or 0.1% for 1,000 point counts.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,

Tianbao Bai, Ph.D., CIH
Laboratory Director

NVLAP® TESTING
NVLAP LAB CODE 101768-0

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ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

Mac Paran Consulting Services, Inc.

CLIENT PROJECT: Millvale Covet, 19-5.10 (Point Count)

LAB CODE: A195076A

TEST METHOD: PLM Point Count
EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 03/27/19

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Mac Paran Consulting Services, Inc.
3959 Fulton Grove Rd.
Cincinnati, OH 45245

Lab Code: A195076A
Date Received: 03-22-19
Date Analyzed: 03-27-19
Date Reported: 03-27-19

Project: Millvale Covet, 19-5.10 (Point Count)

ASBESTOS POINT COUNT PLM, EPA 600 METHOD

Client ID	Lab ID	Material Description	POINTS Total	POINTS Asbestos	ASBESTOS %	
5B01-2	A72466	Joint Compound	400	14	**3.5%**	**Chrysotile**
	A72466	Drywall/Joint Compound (Composite Result from Point Count)			**0.35%**	**Chrysotile**
Lab Notes: Joint compound comprises 10% of overall sample.						
5B01-5	A72469	Joint Compound	400	11	**2.8%**	**Chrysotile**
	A72469	Drywall/Joint Compound (Composite Result from Point Count)			**0.28%**	**Chrysotile**
Lab Notes: Joint compound comprises 10% of overall sample.						
05B04-4	A72482	Joint Compound	400	11	**2.8%**	**Chrysotile**
	A72482	Drywall/Joint Compound (Composite Result from Point Count)			**0.28%**	**Chrysotile**
Lab Notes: Joint compound comprises 10% of overall sample.						
05B04-5	A72483	Joint Compound	400	13	**3.3%**	**Chrysotile**
	A72483	Drywall/Joint Compound (Composite Result from Point Count)			**0.33%**	**Chrysotile**
Lab Notes: Joint compound comprises 10% of overall sample.						
05A02-3	A72510	Joint Compound	400	10	**2.5%**	**Chrysotile**
	A72510	Drywall/Joint Compound (Composite Result from Point Count)			**0.25%**	**Chrysotile**
Lab Notes: Joint compound comprises 10% of overall sample.						

LEGEND: None

METHOD: EPA 600 / M4 / 82 / 020 (40 CFR Part 763, Sub. E, App. E)

REPORTING LIMIT: 0.25% by 400 points or 0.1% by 1,000 points

REGULATORY LIMIT: >1% by weight

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. *Estimated measurement of uncertainty is available on request.* This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID, location, volume and area as well as date and time of sampling.

ANALYST: Greg Ruff

APPROVED BY: Tianbao Bai, Ph.D., CIH
Laboratory Director

NVLAP TESTING
NVLAP LAB CODE 101768-0

ASBESTOS CHAIN OF CUSTODY

730 SE Maynard Road, Cary, NC 27511
Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:	
CEI Lab Code:	A195076
CEI Lab I.D. Range:	A72465-A72544

(80)

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:	Job Contact: George Beaudion
Company: mac Paran Consulting Services, Inc.	Email / Tel:
Address: 3959 Fulton Grove Road	Project Name: Millvale Court
Cincinnati, Ohio 45245	Project ID#: 19-5.10
Email: gbeaudion@macparan.com	PO #:
Tel: 513-383-6091 Fax: 513-752-7973	STATE SAMPLES COLLECTED IN:

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	24 HR	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	☐	☐	☐	☐	☐	☒
PLM POINT COUNT (400)	EPA 600	☐	☐	☐	☐	☐	☐
PLM POINT COUNT (1000)	EPA 600	☐	☐	☐	☐	☐	☐
PLM GRAV w POINT COUNT	EPA 600		☐	☐	☐	☐	☐
PLM BULK	CARB 435		☐	☐	☐	☐	☐
PCM AIR	NIOSH 7400	☐	☐	☐	☐	☐	☐
TEM AIR	EPA AHERA	☐	☐	☐	☐	☐	☐
TEM AIR	NIOSH 7402	☐	☐	☐	☐	☐	☐
TEM AIR	ISO 10312	☐	☐	☐	☐	☐	☐
TEM AIR	ASTM 6281-09	☐	☐	☐	☐	☐	☐
TEM BULK	CHATFIELD		☐	☐	☐	☐	☐
TEM DUST WIPE	ASTM D6480-05	☐	☐	☐	☐	☐	☐
TEM DUST MICROVAC	ASTM D5755-09	☐	☐	☐	☐	☐	☐
TEM SOIL	ASTM D7521-13			☐	☐	☐	☐
TEM VERMICULITE	CINCINNATI METHOD			☐	☐	☐	☐
OTHER:		☐	☐	☐	☐	☐	☐

REMARKS / SPECIAL INSTRUCTIONS: See Attached

☒ Accept Samples
☐ Reject Samples

Relinquished By:	Date/Time	Received By:	Date/Time
			3/7 9:40

Samples will be disposed of 30 days after analysis

A195076

ASBESTOS SAMPLING FORM

CEI LABS

COMPANY CONTACT INFORMATION	
Company: mac Paran Consulting Services, Inc	Job Contact: George Beaudion
Project Name: Millvale Court	
Project ID #: 19-5.10	Tel: 513-383-6091

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
05B01 - 1	drywall/compound		PLM ☐	TEM ☐
2			PLM ☐	TEM ☐
3			PLM ☐	TEM ☐
4			PLM ☐	TEM ☐
5			PLM ☐	TEM ☐
6	textured finish		PLM ☐	TEM ☐
7			PLM ☐	TEM ☐
8			PLM ☐	TEM ☐
9	Floor tile		PLM ☐	TEM ☐
10			PLM ☐	TEM ☐
11			PLM ☐	TEM ☐
12			PLM ☐	TEM ☐
13	Stucco		PLM ☐	TEM ☐
14			PLM ☐	TEM ☐
05B04 - 1	drywall/compound		PLM ☐	TEM ☐
2			PLM ☐	TEM ☐
3			PLM ☐	TEM ☐
4			PLM ☐	TEM ☐
5			PLM ☐	TEM ☐
6	Sink undercoating		PLM ☐	TEM ☐
7			PLM ☐	TEM ☐
618 - 1	drywall/compound		PLM ☐	TEM ☐
2			PLM ☐	TEM ☐
3			PLM ☐	TEM ☐
4			PLM ☐	TEM ☐
5			PLM ☐	TEM ☐
620 - 1	drywall/compound		PLM ☐	TEM ☐
2			PLM ☐	TEM ☐

A195076

ASBESTOS SAMPLING FORM

CEI LABS

COMPANY CONTACT INFORMATION	
Company: mac Paran Consulting Services, Inc	Job Contact: George Beaudion
Project Name: Millvale Court	
Project ID #: 19-5.10	Tel: 513-383-6091

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
620 - 3	drywall/compound		PLM ☒	TEM ☐
4			PLM ☐	TEM ☐
5			PLM ☐	TEM ☐
614 - 1	drywall/compound		PLM ☐	TEM ☐
2			PLM ☐	TEM ☐
3			PLM ☐	TEM ☐
4			PLM ☐	TEM ☐
5			PLM ☐	TEM ☐
616 - 1	drywall/compound		PLM ☐	TEM ☐
2			PLM ☐	TEM ☐
3			PLM ☐	TEM ☐
4			PLM ☐	TEM ☐
5			PLM ☐	TEM ☐
6	Step Treads Adhesive		PLM ☐	TEM ☐
7			PLM ☐	TEM ☐
05A02 - 1	drywall/compound		PLM ☐	TEM ☐
2			PLM ☐	TEM ☐
3			PLM ☐	TEM ☐
699 - 1	drywall/compound		PLM ☐	TEM ☐
2			PLM ☐	TEM ☐
3			PLM ☐	TEM ☐
4			PLM ☐	TEM ☐
5			PLM ☐	TEM ☐
6	Floor tile		PLM ☐	TEM ☐
7			PLM ☐	TEM ☐
8			PLM ☐	TEM ☐
9			PLM ☐	TEM ☐
10			PLM ☐	TEM ☐

A195076

ASBESTOS SAMPLING FORM

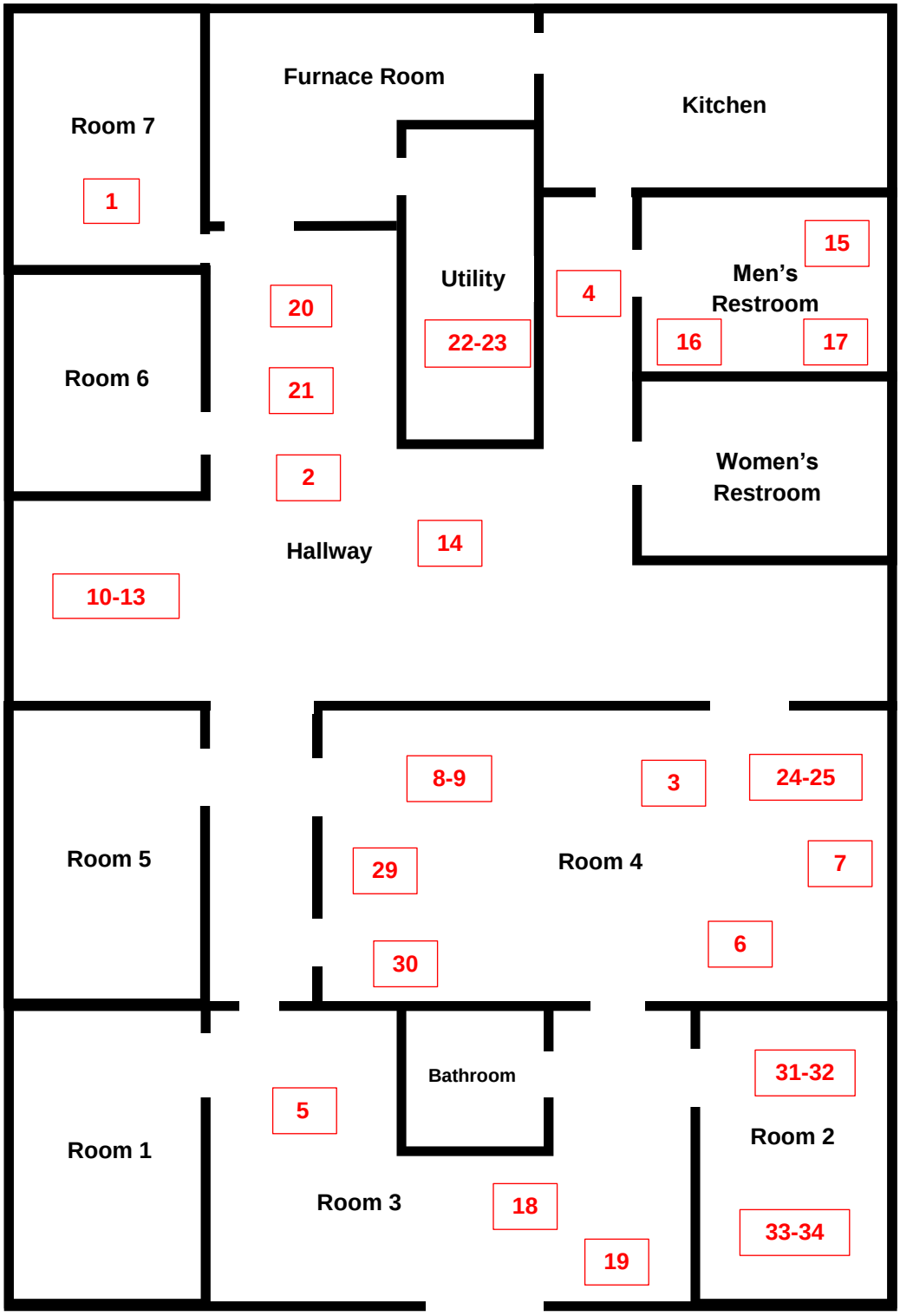
CEI LABS

COMPANY CONTACT INFORMATION	
Company: mac Paran Consulting Services, Inc.	Job Contact: George Beaudion
Project Name: Millvale Court	
Project ID #: 19-5.10	Tel: 513-383-6091

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
699-11	Floor tile		PLM ☒	TEM ☐
12	↓		PLM ☐	TEM ☐
13			PLM ☐	TEM ☐
14			PLM ☐	TEM ☐
15			PLM ☐	TEM ☐
16			PLM ☐	TEM ☐
17			PLM ☐	TEM ☐
18			PLM ☐	TEM ☐
19			PLM ☐	TEM ☐
20	ceiling tile		PLM ☐	TEM ☐
21	↓		PLM ☐	TEM ☐
22			PLM ☐	TEM ☐
23			PLM ☐	TEM ☐
24	window panel		PLM ☐	TEM ☐
25	↓		PLM ☐	TEM ☐
26	Stucco		PLM ☐	TEM ☐
27	↓		PLM ☐	TEM ☐
28			PLM ☐	TEM ☐
29	Cove base adhesive		PLM ☐	TEM ☐
30	↓		PLM ☐	TEM ☐
31	Floor tile		PLM ☐	TEM ☐
32	↓		PLM ☐	TEM ☐
33			PLM ☐	TEM ☐
34			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐

Appendix B

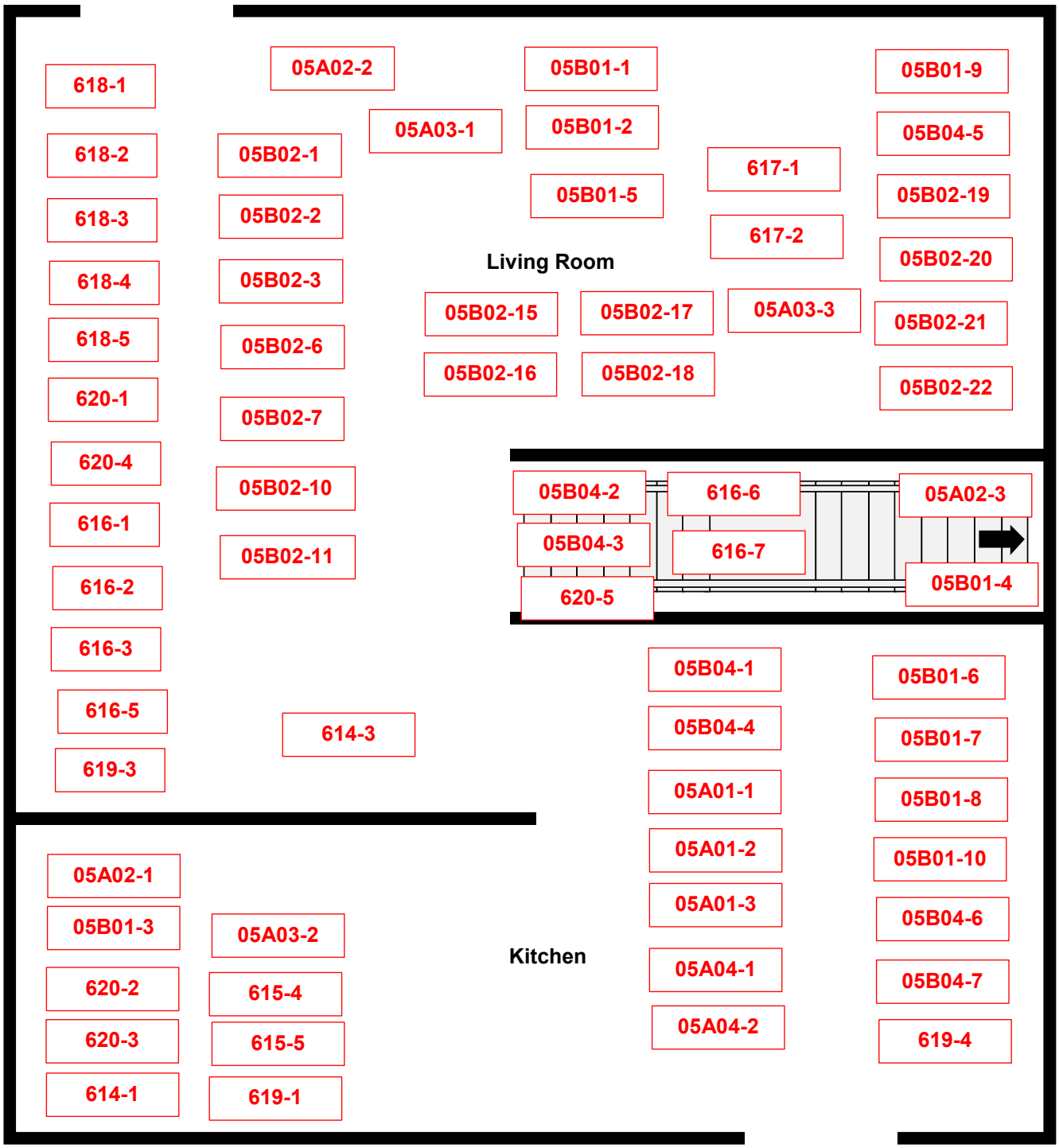
Site Sketch Identifying Sample Locations



The prefix for all sample numbers on this page is 699-

Property: Cincinnati Metro Housing Authority
Millvale Apartments
Cincinnati, Ohio 45225

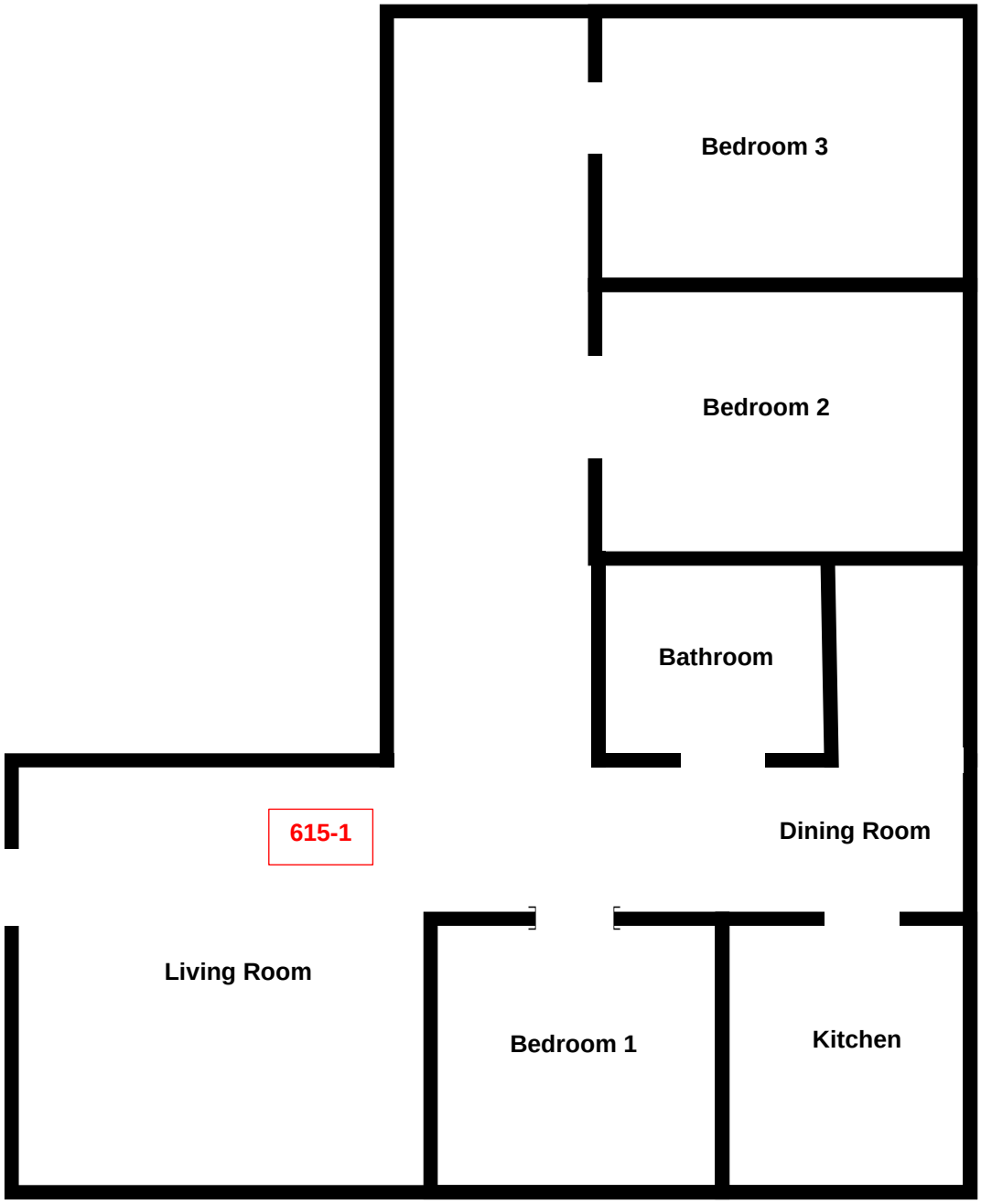
mac Paran



1st Floor All Units

Property: Cincinnati Metro Housing Authority
Millvale Apartments
Cincinnati, Ohio 45225

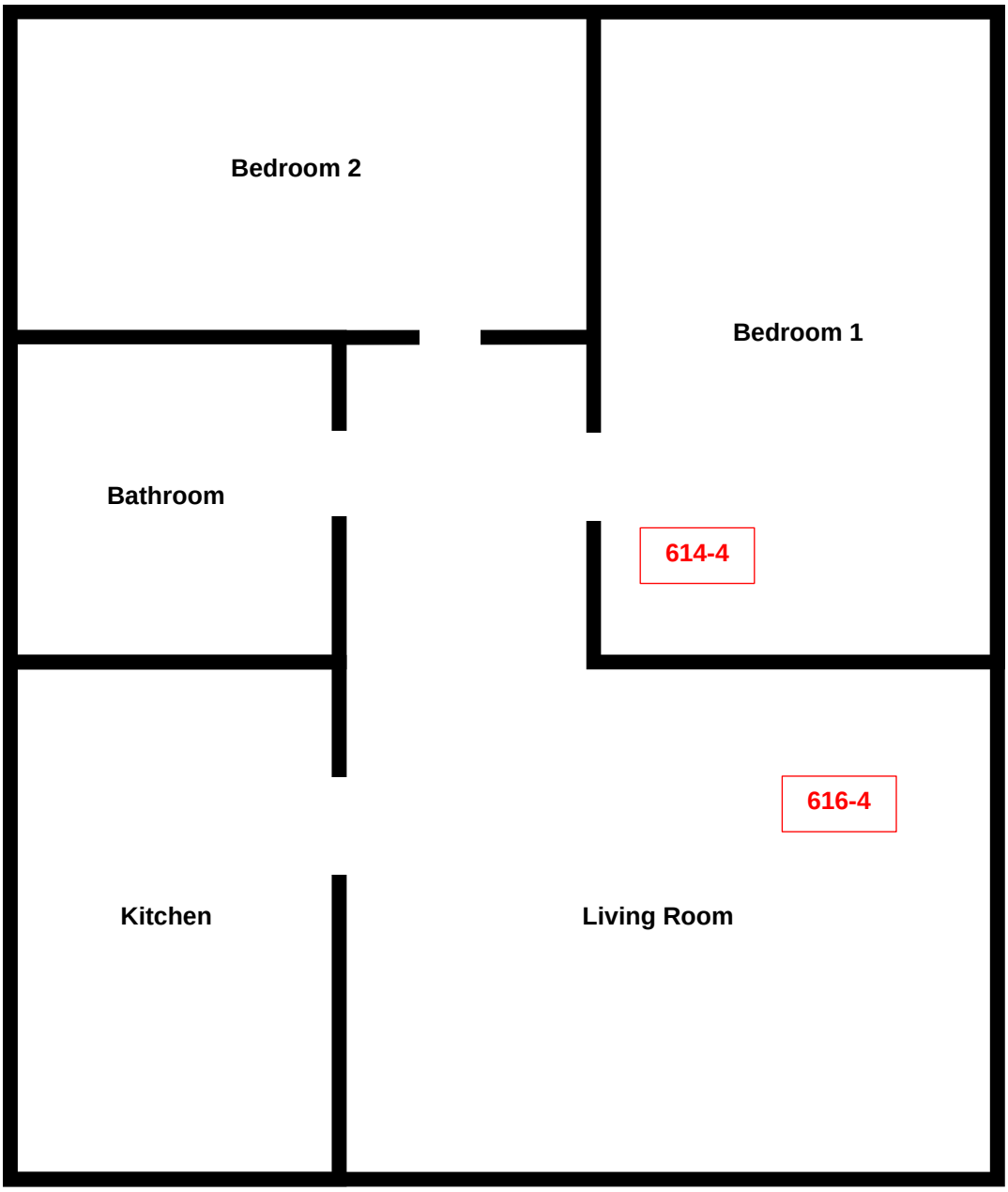
mac Paran



1st Floor Three Bedroom Unit

Property: Cincinnati Metro Housing Authority
Millvale Apartments
Cincinnati, Ohio 45225

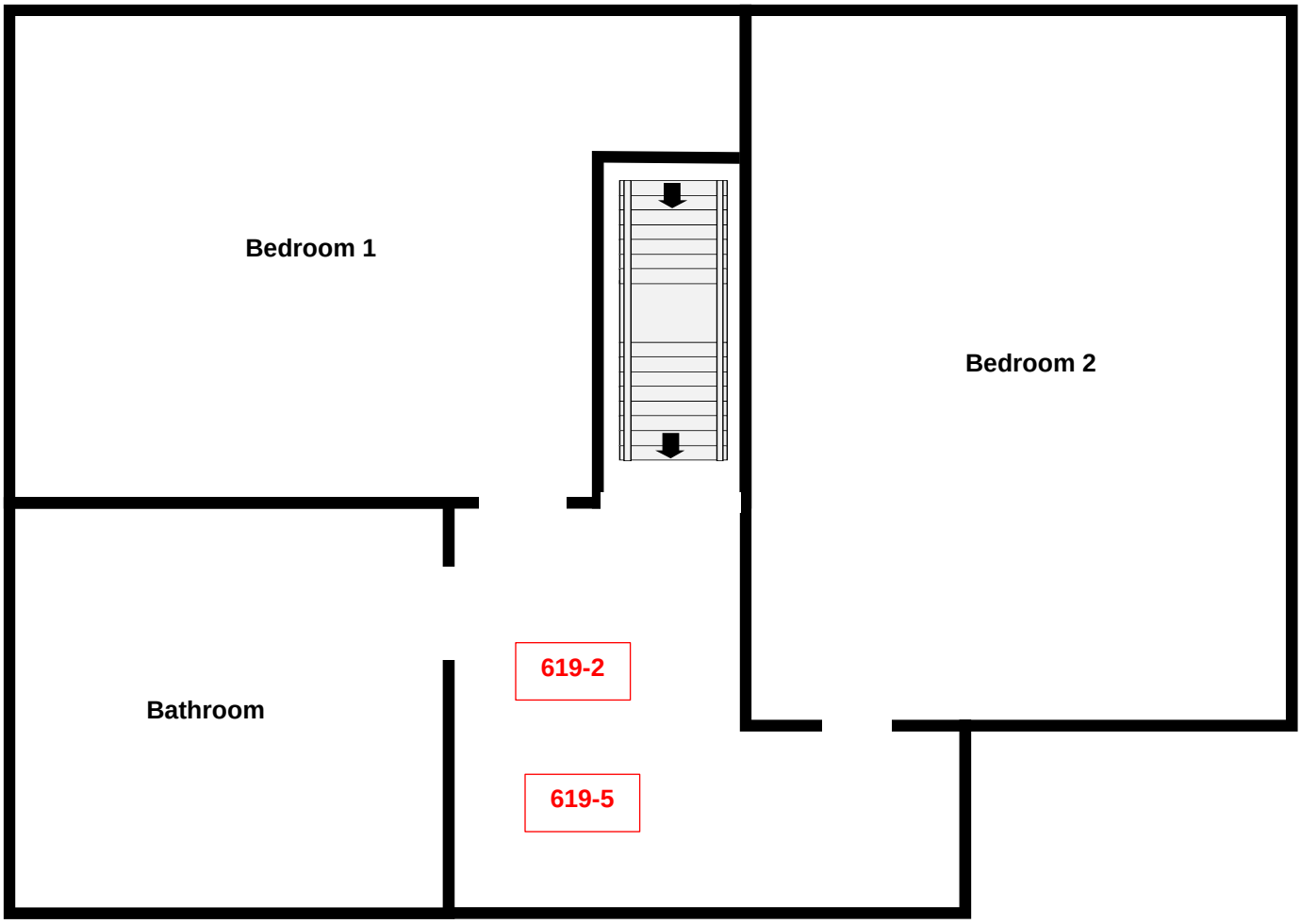
mac Paran



2 Bedroom Handicap Unit

Property: Cincinnati Metro Housing Authority
Millvale Apartments
Cincinnati, Ohio 45225

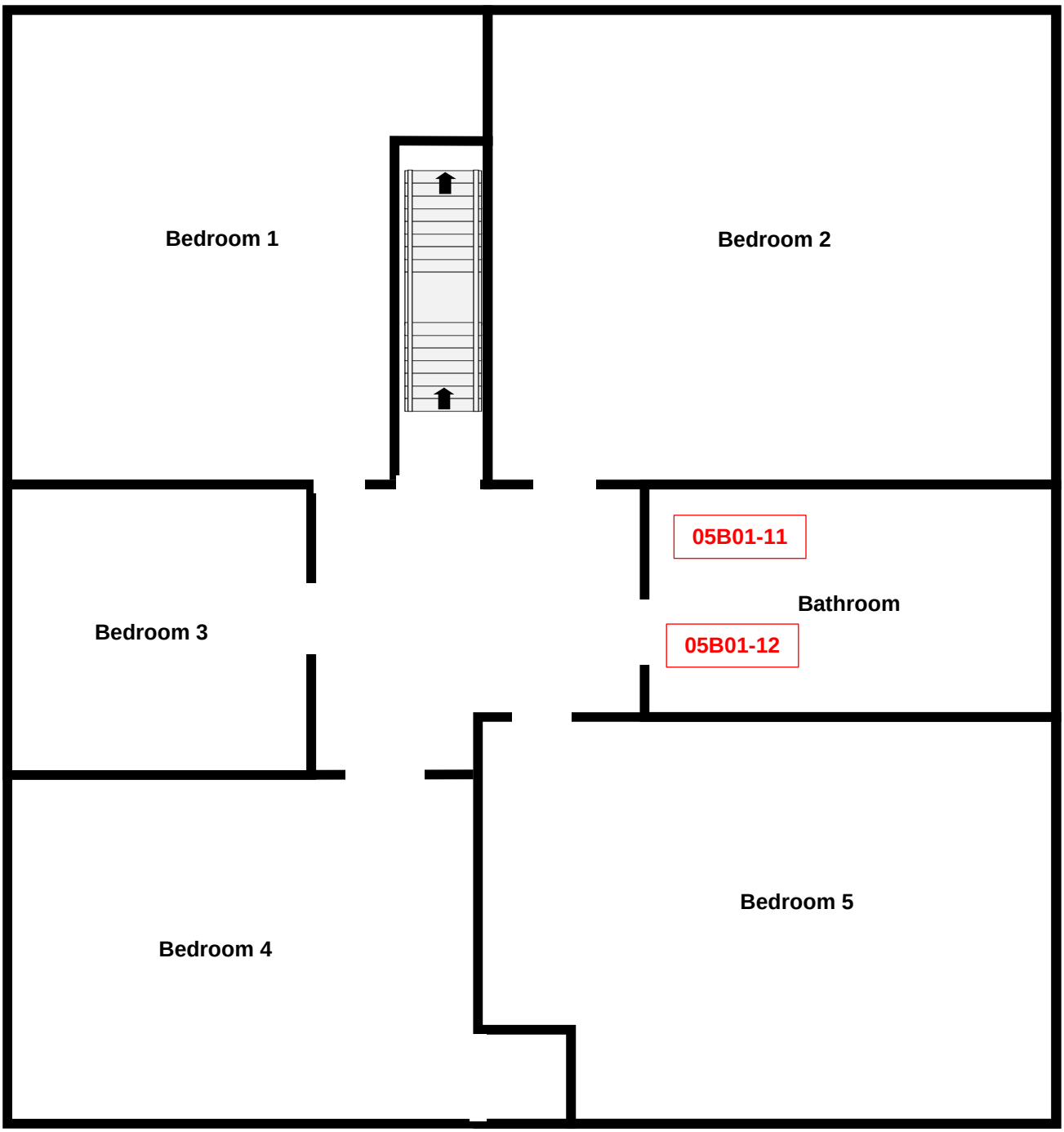
mac Paran



2nd Floor Two Bedrooms

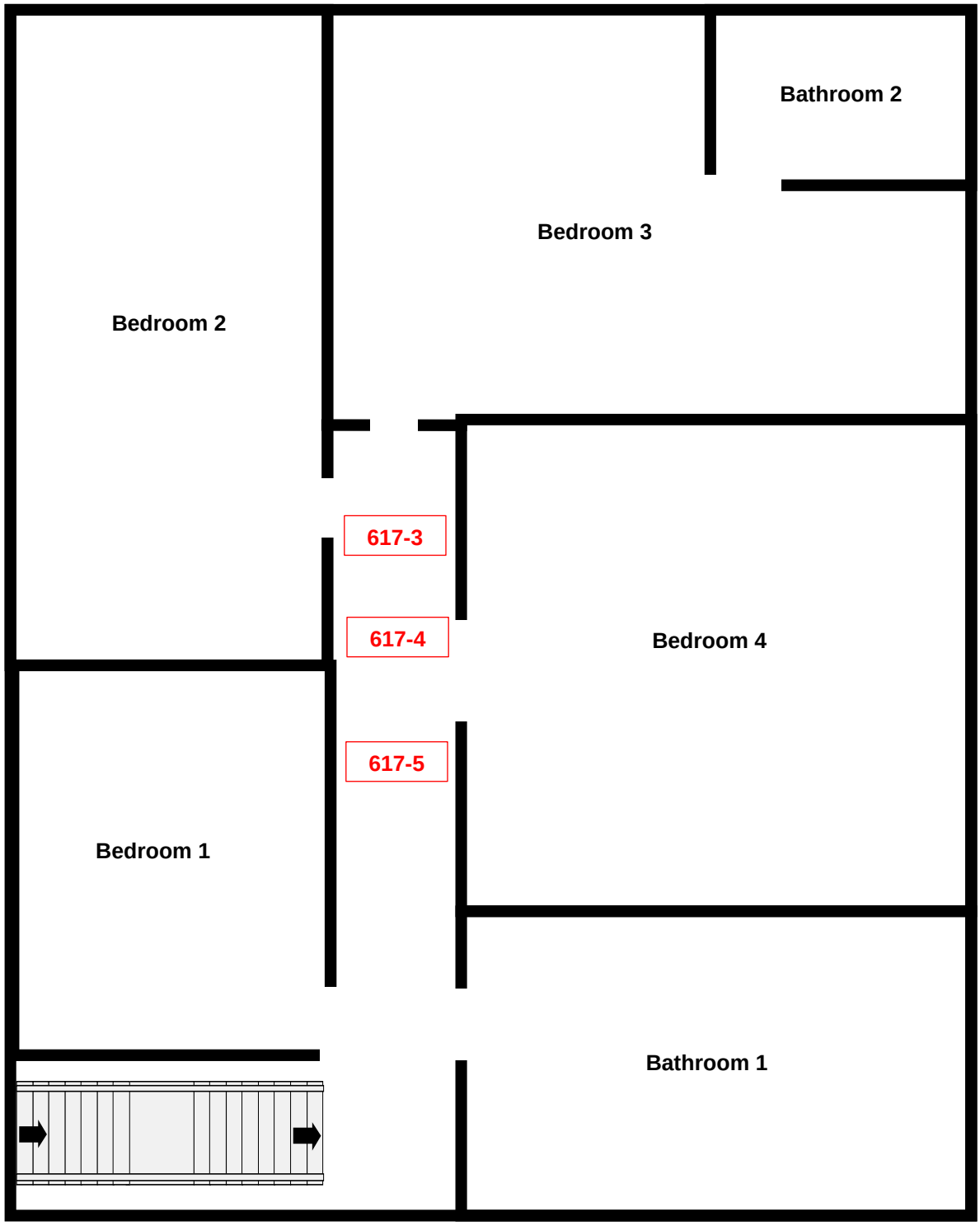
Property: Cincinnati Metro Housing Authority
Millvale Apartments
Cincinnati, Ohio 45225

mac Paran



2nd Floor Five Bedrooms

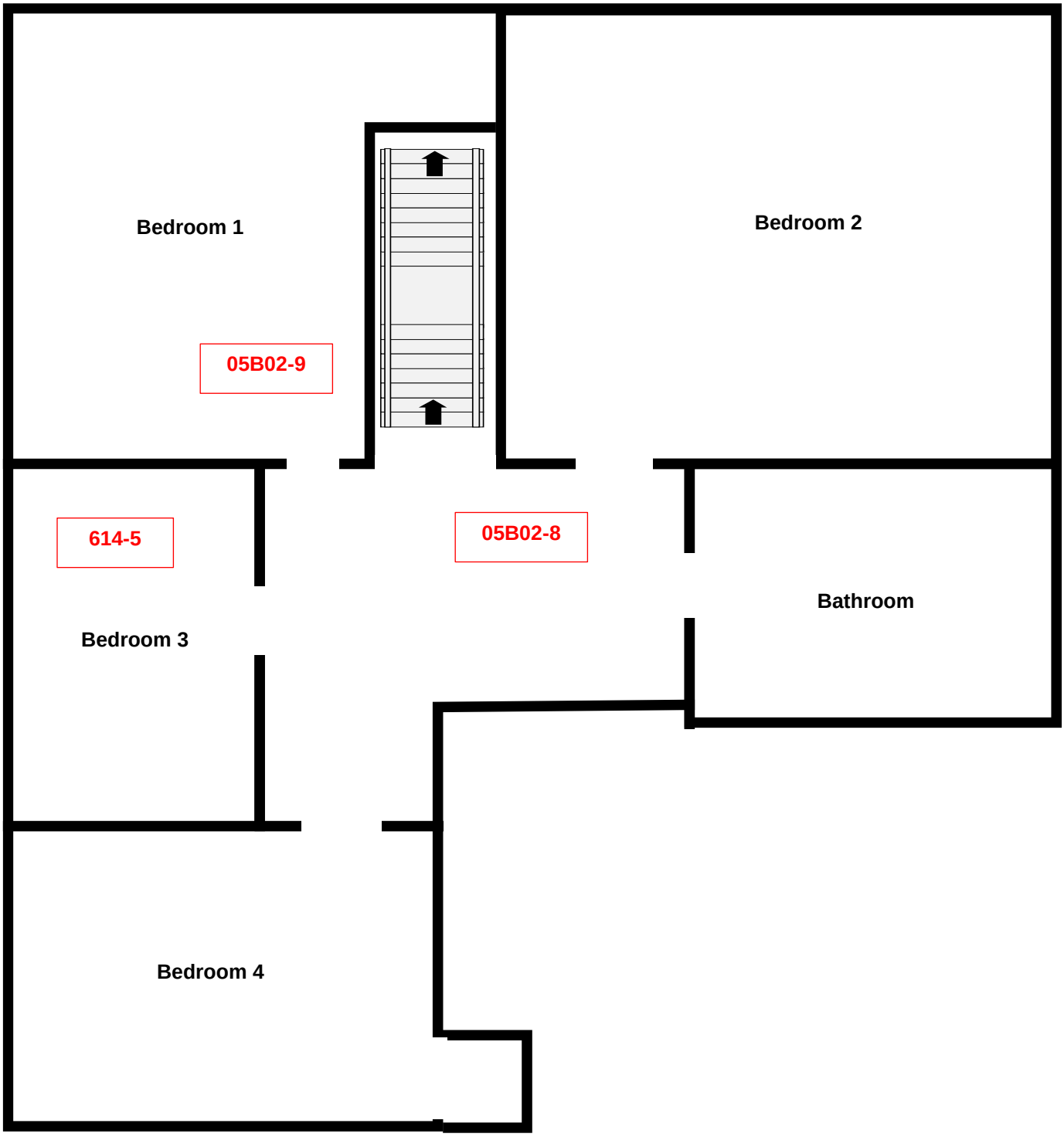
Property: Cincinnati Metro Housing Authority
Millvale Apartments
Cincinnati, Ohio 45225



2nd Floor Four Bedroom 2 Bath

Property: Cincinnati Metro Housing Authority
Millvale Apartments
Cincinnati, Ohio 45225

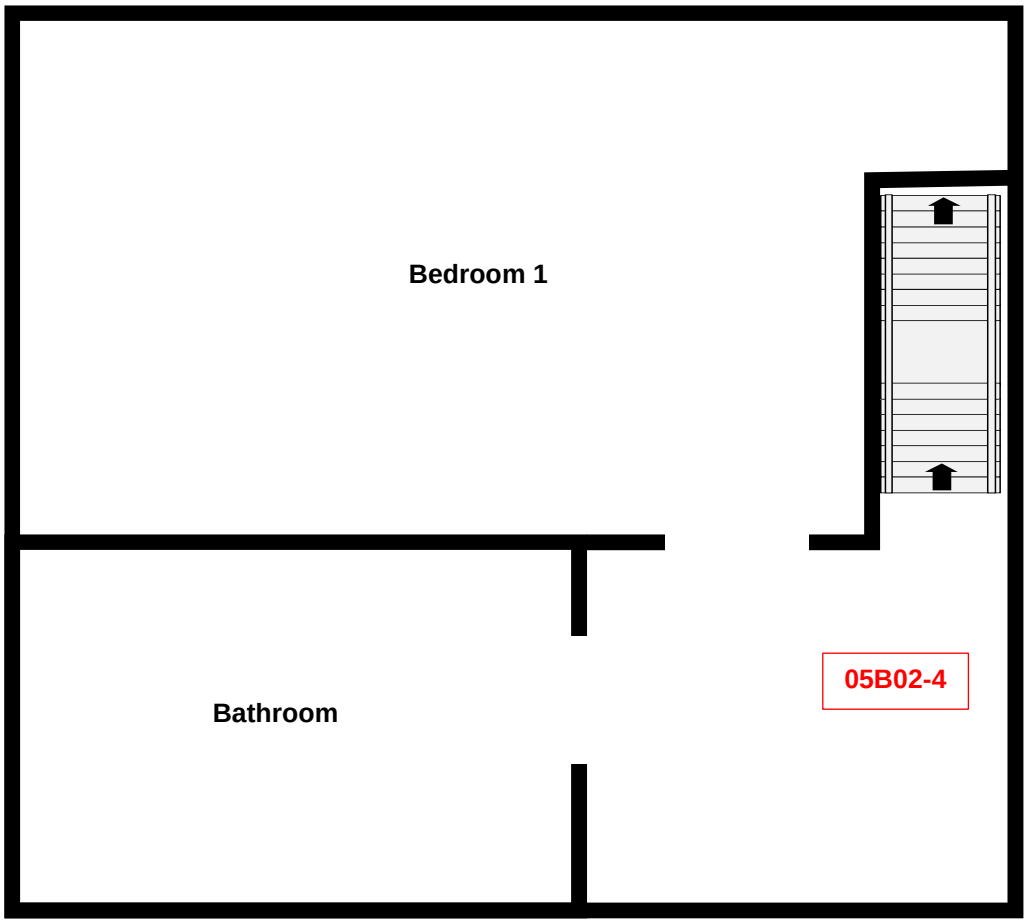
mac Paran



2nd Floor Four Bedrooms

Property: Cincinnati Metro Housing Authority
Millvale Apartments
Cincinnati, Ohio 45225

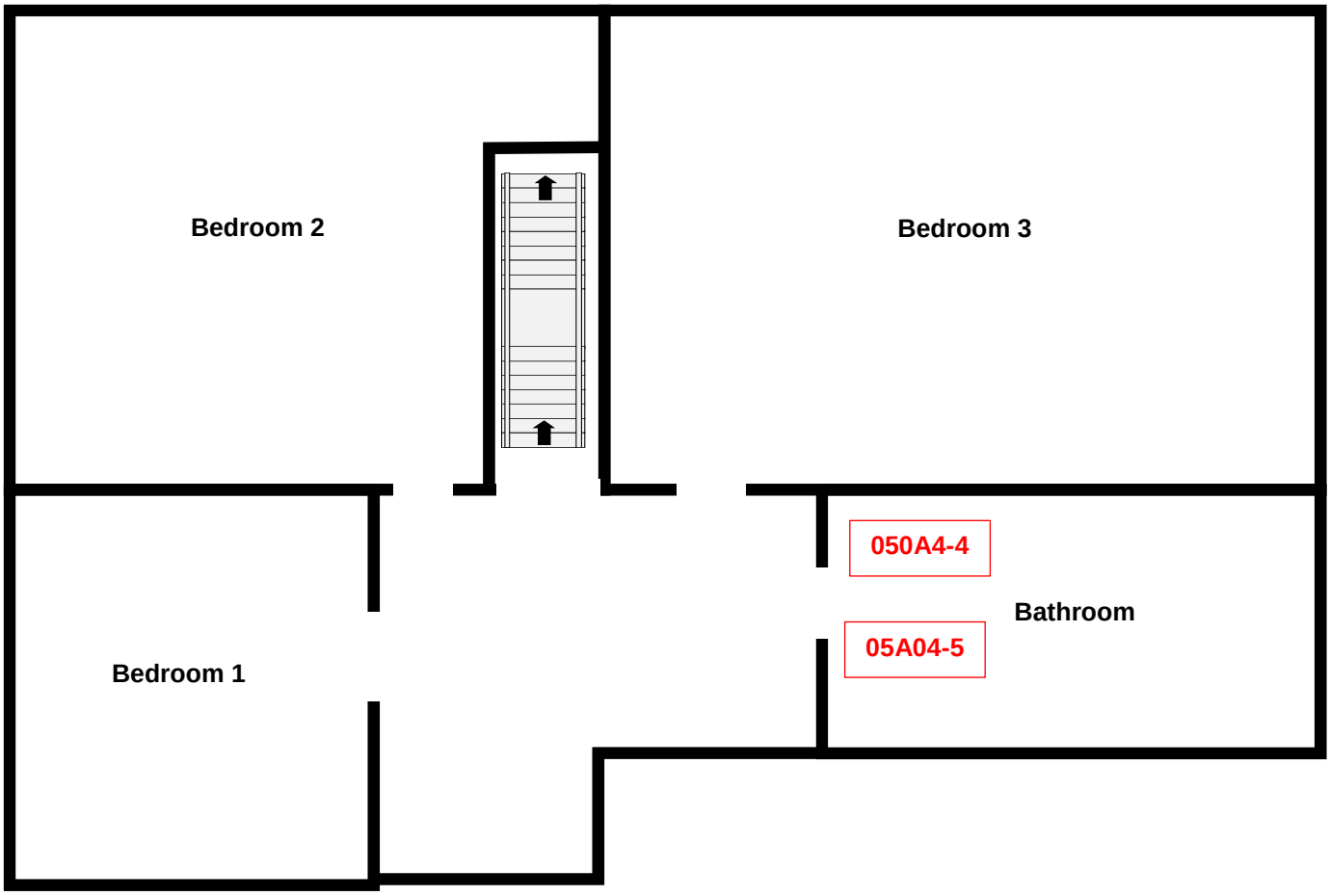
mac Paran



2nd Floor One Bedroom

Property: Cincinnati Metro Housing Authority
Millvale Apartments
Cincinnati, Ohio 45225

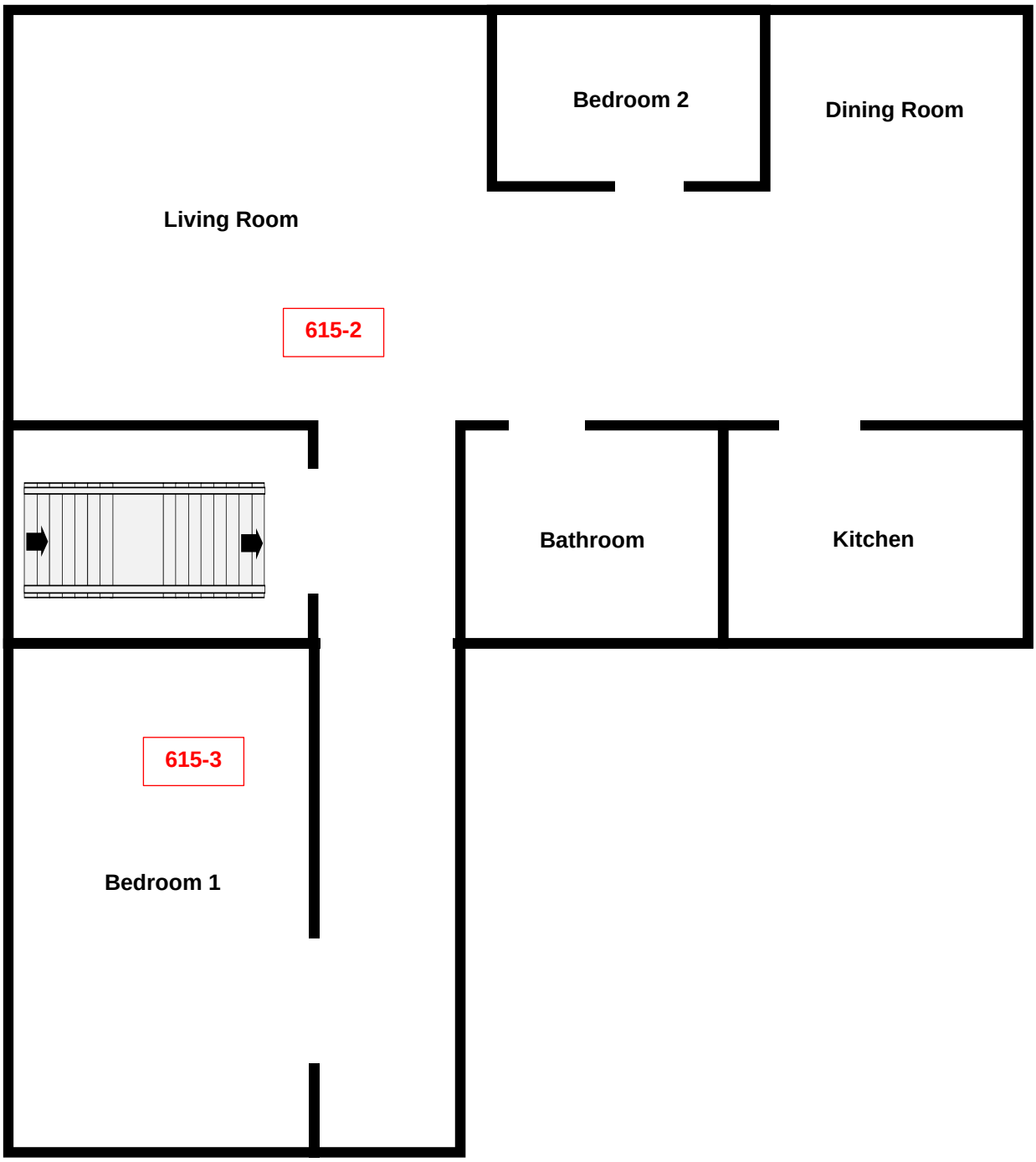
mac Paran



2nd Floor Three Bedrooms

Property: Cincinnati Metro Housing Authority
Millvale Apartments
Cincinnati, Ohio 45225

mac Paran



2nd Floor Two Bedroom Unit

Property: Cincinnati Metro Housing Authority
Millvale Apartments
Cincinnati, Ohio 45225

Appendix C

Asbestos Hazard Evaluation Specialist License

Ohio Environmental Protection Agency

John R. Kasich, Governor
Mary Taylor, Lt. Governor
Craig W. Butler, Director

July 03, 2018

George S Beaudion
MAC Paran Consulting
3959 Fulton Grove Road
Cincinnati OH 45245

RE: Asbestos Hazard Evaluation Specialist
Certification Number: ES31662
Expiration Date: 08/17/2019

Dear George S Beaudion:

This letter and enclosed certification card approves your request to be certified as an Asbestos Hazard Evaluation Specialist. You must present your card upon request at any project site while performing duties. Copies of cards are not acceptable as proof of certification.

This certification may be revoked by the Director of the Environmental Protection Agency for violation of any of the requirements of 3745-22 or 3745-20 of the Ohio Administrative Code.

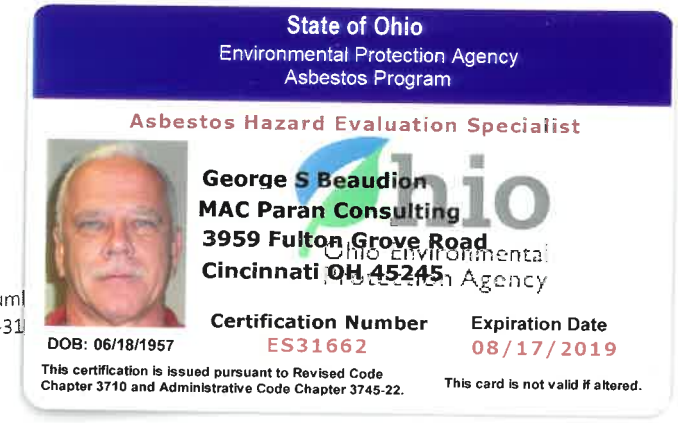
If you have any questions, please call 614-644-0226.

Sincerely,

Mark JS Needham

Mark Needham
Manager, Asbestos Program
Division of Air Pollution Control

50 West Town Street • Suite 700 • P.O. Box 1049 • Columl
epa.ohio.gov • (614) 644-3020 • (614) 644-31



Ohio Environmental Protection Agency

John R. Kasich, Governor
Mary Taylor, Lt. Governor
Craig W. Butler, Director

May 07, 2018

William S Carter
MAC Paran Consulting
3959 Fulton Grove Rd
Cincinnati OH 45245

RE: Asbestos Hazard Evaluation Specialist
Certification Number: ES34717
Expiration Date: 06/27/2019

Dear William S Carter:

This letter and enclosed certification card approves your request to be certified as an Asbestos Hazard Evaluation Specialist. You must present your card upon request at any project site while performing duties. Copies of cards are not acceptable as proof of certification.

This certification may be revoked by the Director of the Environmental Protection Agency for violation of any of the requirements of 3745-22 or 3745-20 of the Ohio Administrative Code.

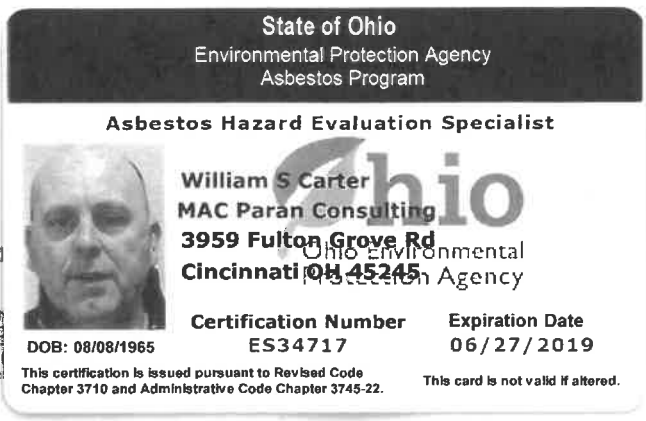
If you have any questions, please call 614-644-0226.

Sincerely,

Mark JS Needham

Mark Needham
Manager, Asbestos Program
Division of Air Pollution Control

50 West Town Street • Suite 700 • P.O. Bo
epa.ohio.gov • (614) 644-302



SOLICITATION #: 2019 - 3013

MILLVALE SOUTH - AMP 217
SITE & BUILDING DEMOLITION OF (7) BUILDINGS
BLDG'S #: A1, A2, A3, B1, B2, B3 & B4
CINCINNATI, OH 45225

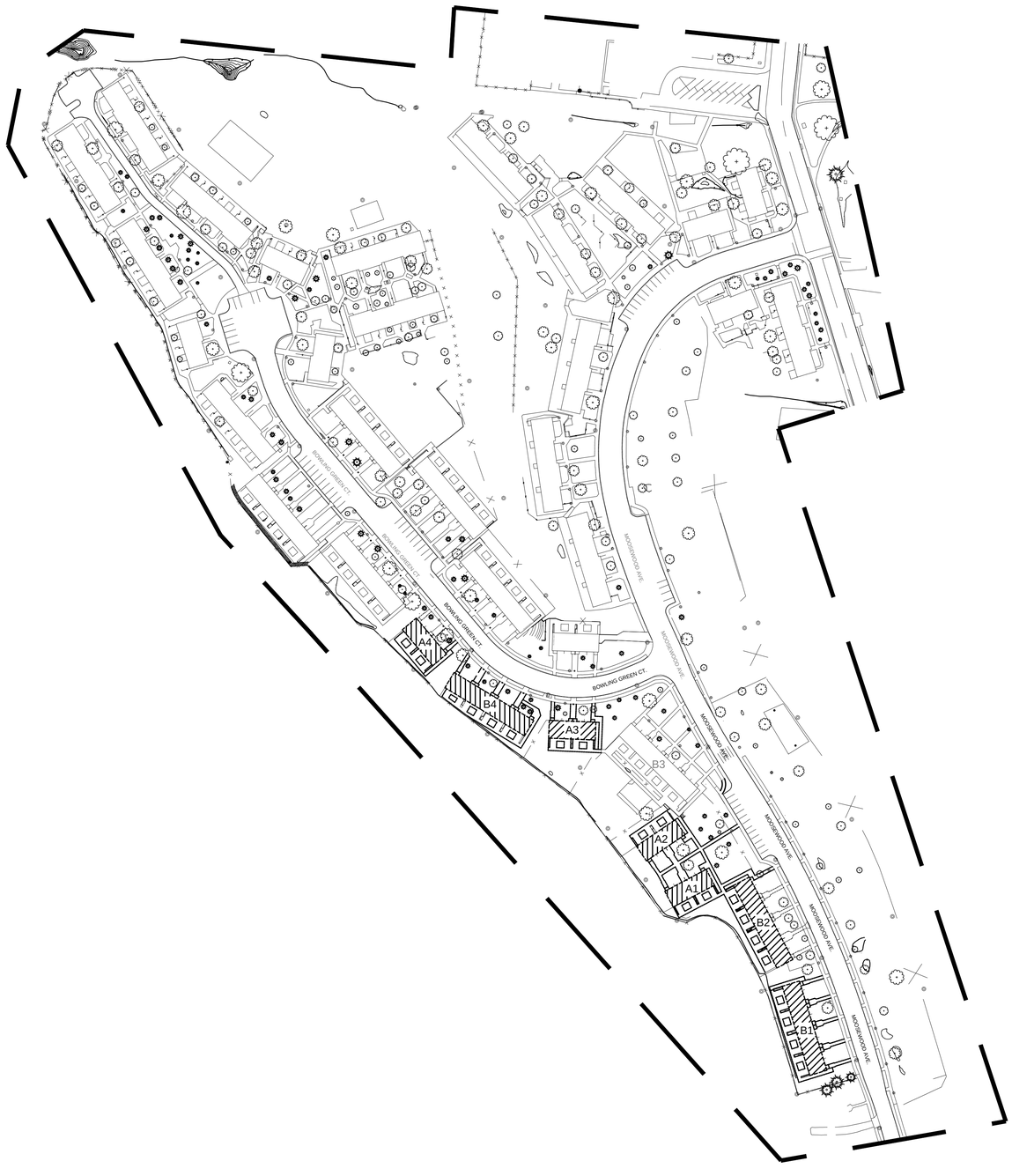
****

OWNED BY:

CINCINNATI METROPOLITAN HOUSING AUTHORITY
1627 WESTERN AVENUE - CINCINNATI, OH 45214

GREGORY D. JOHNSON, MS, PHM, EDEP
CHIEF EXECUTIVE OFFICER

****



MILLVALE SOUTH – SITE PLAN
SCALE: 1/8" = 1'-0"

PLAN NORTH

GENERAL DEMOLITION NOTES:

1. WITHIN THE LIMITS OF WORK INDICATED ON THESE PLANS THE CONTRACTOR SHALL LEGALLY REMOVE AND DISPOSE OFF-SITE ALL; ALL MAN MADE, SITE & BUILDING COMPONENTS INCLUDING BUT NOT LIMITED TO: ROOFING, FENCING, BUILDING WALL AND ROOF STRUCTURES, FINISHES, WINDOWS, DOORS, CONCRETE PORCHES, ENCLOSURES, MECHANICAL-ELECTRICAL-PLUMBING SYSTEMS, FOUNDATION WALLS, FOOTINGS, FLOOR SLABS, MANHOLES, SIDEWALKS, STOOPS, RETAINING WALLS (AS INDICATED), CONCRETE CURBS (EXISTING STREET CURBS SHALL REMAIN), STEPS AND OTHER BUILDING MATERIALS INCLUDING TRASH, DEBRIS, ABANDONED FURNITURE ETC. WHETHER NOT SHOWN ON PLANS.
   - 1.1 SIDEWALK, FENCING (AS INDICATED), RETAINING WALLS (AS INDICATED), STEPS AND PAVING (AS INDICATED). THE CONTRACTOR SHALL REMOVE ALL PAVING, RETAINING WALL (AS INDICATED), FENCING (AS INDICATED), WALKS AND STEPS WITHIN LIMITS & AS NOTED.
   - 1.2 ALL PUBLIC STREETS, PUBLIC SIDEWALKS & STREET CURBS ARE TO REMAIN. PROTECT FROM DAMAGE. DEMOLITION SHALL STOP WITHIN 3'0" FROM PUBLIC SIDEWALK.
   - 1.3 REMOVE ALL VEGETATION, TREES, BUSHES, ETC. EXCEPT FOR TREES IDENTIFIED TO REMAIN. REFER TO PLANS.
   - 1.4 ALL SEWER & STORM WATER MAINS IS TO REMAIN. REMOVE ALL STORM & SEWER HOUSE SERVICE AND CAP.
2. WHEN EXCAVATING BELOW GRADE AND/OR REMOVING FOUNDATIONS & FOOTING, USE PRECAUTIONS TO PREVENT CAVE-INS AND SIMILAR HAZARDS. THE CONTRACTOR IS RESPONSIBLE FOR USING SAFE WORK PRACTICES. PROVIDE TEMPORARY FENCE TO PROTECT THE PUBLIC AT ALL TIMES.
3. ADJACENT RESIDENCES/BUSINESSES/STRUCTURES WILL BE OCCUPIED. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT LIFE AND PROPERTY OUTSIDE THE AREAS OF WORK.
4. THE "LIMITS OF WORK" SHALL DEFINE THE LIMITS OF WORK AT 20'0" BEYOND THE EXISTING HILLSIDE RETAINING WALL. THE LIMITS OF WORK IN THE FRONT OF BUILDING SHALL BE THE PUBLIC SIDEWALK. THE CONTRACTOR SHALL PROVIDE 8'±(H) TEMPORARY CHAIN LINK FENCE WITH ACCESSIBLE DOUBLE GATE(S) AROUND ENTIRE JOBSITE WHERE CONSTRUCTION DEMOLITION IS BEING PERFORMED. TEMPORARY FENCING SHALL STAY INSTALL UNTIL PERMANENT FENCING IS SCHEDULE TO BE INSTALLED.
5. THE CONTRACTOR SHALL PROVIDE A PERMANENT CHAIN LINK FENCE WITH (3) DOUBLE ACCESSIBLE GATES AROUND THE AREA OF WORK AFTER BUILDINGS ARE DEMOLISHED. **THE CONTRACTOR IS TO PROVIDE A SKETCH TO THE OWNER OF THE CHAIN LINK FENCE LOCATION.**
6. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF CINCINNATI, STATE OF OHIO, EPA, OSHA & OTHER REGULATIONS & REQUIREMENTS.
7. INCLUDE IN BID THE COST OF OBTAINING REQUIRED PERMITS & APPROVALS NEEDED TO COMPLETE WORK. REFER TO SECTION 01010 FOR ADDITIONAL REQUIREMENTS.
8. REFER TO SECTION 01010 – SUMMARY OF WORK FOR DETAILED SEQUENCE OF WORK & ADDITIONAL REQUIREMENTS.
9. BUILDING MATERIALS FOR THE PURPOSES OF THIS PROTECT SHALL BE DEFINED AS ANY "MAN-MADE" OR "FABRICATED MATERIAL".
10. AFTER REMOVAL OF ALL BUILDING MATERIALS WITHIN THE DEMOLITION AREAS. PROVIDE FILL & SEED AS DESCRIBE IN THE SPECIFICATIONS. THE EXISTING TOPSOIL & EARTH MAYBE RE-GRADED & USED. PROVIDE THE FOLLOWING PROVISIONS ARE COMPLIED WITH:
    - 10.1 ALL FILL SHALL BE MACHINE COMPACTED (EXCAVATORS & TRUCKS ARE ACCEPTABLE MEANS OF COMPACTION) & PLACED IN LIFTS OF NO MORE THAN 12". ALL WORK SHALL COMPLY WITH IBC SECTION
    - 10.2 THE FINISHED GRADE SHALL SLOPE TO DRAIN TOWARD EXISTING STORM DRAINS AND NATURAL CONTOURS WHERE DRAINS DO NOT EXIST.
    - 10.3 PROVIDE FILL SUFFICIENT TO ESTABLISH A 1:16 MAX. SLOPE BETWEEN THE "LIMITS OF WORK LINE" & PROPERTY LINE.
    - 10.4 AFTER FINISH GRADING, SEED IN ACCORDANCE WITH THE SPECIFICATIONS.
11. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS, MATERIALS, LOCATIONS & CONFIGURATIONS.
12. UTILITIES: VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES.
    - 12.1 THE SEWER & STORM ARE TO REMAIN. REMOVE DOWNSPOUT DRAIN LINES. TERMINATE AT STORM CATCH BASIN; CAP THE LINE THAT HAS BEEN TERMINATED & CLEAN ALL OF THE CATCH BASINS.
    - 12.2 TERMINATE ALL WATER, GAS & SEWER LINES FROM THE BUILDING WITHIN 3'0" OF LIMITS OF WORK OR MAN SUPPLY. TERMINATE WITH APPROVED, PERMANENT METHODS TO PREVENT CONTAMINATION OF FUNCTIONING SYSTEMS. MARK THE LOCATION OF THESE TERMINATION POINTS WITH STAKES AT AT GRADE AND INDICATE ON "AS-BUILT" PLANS.
13. UTILITIES TO REMAIN:
    - 13.1 STORM DRAINAGE SYSTEMS SHALL BE MAINTAINED. DO NOT CRUSH OR OTHERWISE DAMAGE. DO NOT ALLOW FILL OR DEBRIS TO ENTER THE INLETS OR PIPES.
    - 13.2 SEWER MAIN SYSTEM SHALL BE MAINTAINED. DO NOT CRUSH OR OTHERWISE DAMAGE.
    - 13.3 POLE MOUNTED LIGHTING (NOTED ON PLANS) SHALL BE PRESERVED & PROTECTED FROM DAMAGE & DISCONNECTED OF ELECTRICAL SERVICE. PROVIDE PERMANENT CONNECTIONS TO ALL LIGHTING SCHEDULED TO REMAIN.
    - 13.4 CLEAN OUT, PROTECT & MAINTAIN UTILITY ACCESS POINTS.
    - 13.5 RESTORE DISLOCATED COVERS; EXTEND ACCESS POINT WITH PRECAST EXTENSIONS & PRECAST COVERS TO FINAL FINISHED GRADE; DO NOT DRAIN STORM WATER INTO ACCESS POINTS.
    - 13.6 REMOVE ALL UNDERGROUND PIPING WITHIN 3'0" OF THE LIMITS OF WORK-TERMINATE & CAP ALL LINES.
    - 13.7 ALL FIRE HYDRANTS AND PUBLIC STREETS SIGNS TO REMAIN.
14. HAZARDOUS MATERIAL:
    - 14.1 LBP & ASBESTOS TEST RESULTS ARE LOCATED ON CMHA WEBSITE (WWW.CINTIMHA.COM).
    - 14.2 ALL ASBESTOS HAZARDS ARE TO BE REMOVED FROM FROM WITHIN THE BUILDING AS IDENTIFIED IN SECTION 16000.
    - 14.3 LBP MAY EXIST WITHIN OR ON THE BUILDING. THE CONTRACTOR SHALL USE APPROPRIATE PRECAUTION AS DESCRIBED IN SECTION 16000.
15. TEMPORARY UTILITIES:
    - 15.1 NO OWNER PROVIDED UTILITIES WILL BE AVAILABLE. THE CONTRACTOR SHALL ARRANGE FOR HYDRANT METERS FOR WATER & SHALL PROVIDE THEIR OWN PORTALET FACILITIES. TEMPORARY ELECTRICAL POWER, IF NEEDED, SHALL BE PROVIDE BY CONTRACTOR GENERATORS.
16. RETAIN TREES AS MARKED THROUGHOUT THE PROPERTY. REMOVE ALL SHRUBS, ETC.

DRAWING INDEX	
DWG NO.	**DRAWING NAME**
	ARCHITECTURAL
A-0	COVER SHEET
A-1	EROSION CONTROL DETAILS
S-1	PARTIAL SITE PLAN – BLDG'S #A1, A2, A3, B1,
	B2, B3 & B4

SCOPE OF WORK

DEMOLITION OF (7) TWO-STORY WOOD FRAME WITH SIDING AND STUCCO FINISHES RESIDENTIAL BUILDINGS. THE EXISTING ROOFS CONSIST OF FLAT SLOPED TRUSS WITH SHINGLE. THE FOUNDATIONS ARE CONCRETE SLAB ON GRADE WITH REINFORCED PERIMETER FOUNDATION WALLS.

THE CONTRACTOR SHALL REMOVE ALL SITE COMPONENTS (WALKS, STEPS, CONCRETE GAS/WATER CASES, RETAINING WALLS (AS INDICATED), FENCING (AS INDICATED), TREES (AS INDICATED) & LOW GROWTH SHRUBS AND PLANTINGS. REFER TO PLANS AND PROJECT SPECIFICATION MANUAL FOR ADDITIONAL REQUIREMENTS.

LEGEND:

- EXISTING UTILITY POLE IS TO REMAIN.
- EXISTING LIGHT POLE IS TO REMAIN.
- CB EXISTING CATCH BASIN IS TO REMAIN.
- MH EXISTING MANHOLE IS TO REMAIN.
- S EXISTING SEWER IS TO REMAIN.
- EXISTING SEWER IS TO REMAIN.
- EXISTING SEWER IS TO REMAIN.
- 14 EXISTING BUILDINGS ARE TO BE REMOVED.
- 14 EXISTING BUILDINGS ARE TO REMAIN.
- **NIC** NOT IN CONTRACT

OWNER:
CMHA
1627 WESTERN AVENUE
CINCINNATI, OH 45214
TEL: (513) 333-0670
FAX: (513) 665-3154

MILLVALE SOUTH - AMP 217
SITE & BUILDING DEMOLITION OF (7) BUILDING'S
BLDG'S #: A1, A2, A3, B1, B2, B3 & B4

DATE:	DRAWN BY:
09/10/2019	
PROJECT #:	CHECKED BY:
2019-3013	

REVISIONS:

NO	DATE	COMMENTS

DRAWING TITLE:
TITLE SHEET
-
INFORMATION

SHEET NO:
A-0

EROSION CONTROL STANDARDS

GENERAL NOTES

EROSION AND SEDIMENT CONTROLS

VEGETATIVE PRACTICES:

SUCH PRACTICES MAY INCLUDE: TEMPORARY SEEDING, PERMANENT SEEDING, MULCHING, MATTING, SOD STABILIZATION, VEGETATIVE BUFFER STRIPS, PHASING AND PROTECTION OF TREES. THE CONTRACTOR SHALL INITIATE APPROPRIATE VEGETATIVE PRACTICES ON ALL DISTURBED AREAS WITHIN SEVEN (7) DAYS IF THEY ARE TO REMAIN DORMANT (UNDISTURBED) FOR MORE THAN FORTY-FIVE (45) DAYS. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DISTURBED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE.

STRUCTURAL PRACTICES:

STRUCTURAL PRACTICES SHALL BE USED TO CONTROL EROSION AND TRAP SEDIMENT FROM ALL SITES REMAINING DISTURBED FOR MORE THAN FOURTEEN (14) DAYS.

TIMING:

SEDIMENT CONTROL STRUCTURES SHALL BE FUNCTIONAL THROUGHOUT EARTH DISTURBING ACTIVITY. PERIMETER SEDIMENT BARRIERS SHALL BE IMPLEMENTED AS THE FIRST STEP OF GRADING AND WITHIN SEVEN (7) DAYS FROM THE START OF GRUBBING. THEY SHALL CONTINUE TO FUNCTION UNTIL THE UPSLOPE DEVELOPMENT AREA IS RESTABILIZED.

SEDIMENT BARRIERS:

SHEET FLOW RUNOFF FROM DENUDED AREAS SHALL BE INTERCEPTED BY SEDIMENT BARRIERS. SEDIMENT BARRIERS, SUCH AS SEDIMENT FENCES OR DIVERSIONS DIRECTING RUNOFF TO SETTLING FACILITIES, SHALL PROTECT ADJACENT PROPERTIES AND WATER RESOURCES FROM SEDIMENT TRANSPORTED BY SHEET FLOW. EROSION AND SEDIMENT CONTROL PRACTICES USED TO SATISFY THE CONDITIONS OF THIS PLAN SHALL MEET THE STANDARDS AND SPECIFICATIONS IN THE CURRENT EDITION OF WATER MANAGEMENT AND SEDIMENT CONTROL IN URBANIZED AREAS (SOIL CONSERVATION SERVICE).

WASTE DISPOSAL:

NO SOLID OR LIQUID WASTE, INCLUDING BUILDING MATERIALS, SHALL BE DISCHARGED IN STORM WATER RUNOFF. OFF-SITE VEHICLE TRACKING OF SEDIMENTS SHALL BE MINIMIZED. THE PLAN SHALL ENSURE AND DEMONSTRATE COMPLIANCE WITH APPLICABLE STATE OR LOCAL WASTE DISPOSAL, SANITARY SEWER OR SEPTIC SYSTEM REGULATIONS.

MAINTENANCE:

ALL TEMPORARY AND PERMANENT CONTROL PRACTICES SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION.

VEGETATIVE PRACTICES

PRESERVING EXISTING VEGETATION

WHEREVER POSSIBLE, PRESERVE EXISTING TREES, SHRUBS AND OTHER VEGETATION. TO PREVENT ROOT DAMAGE, DO NOT GRADE, PLACE SOIL PILES, OR PARK VEHICLES NEAR TREES MARKED FOR PRESERVATION. PLACE PLASTIC MESH OR SNOW FENCE BARRIERS AROUND TREES TO PROTECT THE AREA BELOW THEIR BRANCHES.

REVEGETATION

SOD OR MULCH BARE SOIL AS SOON AS POSSIBLE. IF CONSTRUCTION IS COMPLETED AFTER OCTOBER 31, SODDING MAY BE DELAYED. APPLYING MULCH OR TEMPORARY SEED (SUCH AS RYE OR WINTER WHEAT) IS RECOMMENDED IF WEATHER PERMITS. STRAW BALE OR SILT FENCES MUST BE MAINTAINED UNTIL FINAL SEEDING OR SODDING IS COMPLETED IN SPRING MARCH 15 - MAY 31.

SODDING

SPREAD 4 TO 6 INCHES OF TOPSOIL. FERTILIZE ACCORDING TO SOIL TEST OR APPLY 10 LB./1000 SQ. FT. OF 20-10-10 OR 10-10-10 FERTILIZER. LIGHTLY WATER SOIL. LAY SOD. TAMP OR ROLL LIGHTLY. ON SLOPES, LAY SOD STARTING AT THE BOTTOM AND WORK TOWARD THE TOP. PEG EACH PIECE DOWN IN SEVERAL PLACES. INITIAL WATERING SHOULD WET SOIL 6 INCHES DEEP (OR UNTIL WATER STANDS 1 INCH DEEP IN A STRAIGHT SIDED CONTAINER). THEN WATER LIGHTLY EVERY DAY OR TWO FOR 2 WEEKS.

STORM DRAIN INLET PROTECTION

DEFINITION

A SEDIMENT FILTER INSTALLED AROUND A STORM DRAIN INLET OR CURB INLET TO REDUCE SEDIMENT DISCHARGE.

PURPOSE

TO PREVENT SEDIMENT FROM ENTERING THE STORM DISCHARGE SYSTEMS PRIOR TO PERMANENT STABILIZATION OF THE DISTURBED DRAINAGE AREA. DIFFERENT TYPES OF STRUCTURES ARE APPLICABLE TO DIFFERENT CONDITIONS.

PLANNING CONSIDERATIONS

STORM SEWERS, WHICH ARE MADE OPERATIONAL BEFORE THEIR DRAINAGE AREA IS STABILIZED, CAN CONVEY LARGE AMOUNTS OF SEDIMENT TO NATURAL DRAINAGE WAYS. IN CASE OF EXTREME SEDIMENT LOADING, THE STORM SEWER ITSELF MAY CLOG AND LOSE A MAJOR PORTION OF ITS CAPACITY. TO AVOID THESE PROBLEMS, IT IS NECESSARY TO PREVENT SEDIMENT FROM ENTERING THE SYSTEM AT THE INLETS. THIS PRACTICE CONTAINS SEVERAL TYPES OF INLET FILTERS AND TRAPS WHICH HAVE DIFFERENT APPLICATIONS, DEPENDENT UPON SITE CONDITIONS AND TYPE OF INLET. OTHER INNOVATIVE TECHNIQUES FOR ACCOMPLISHING THE SAME PURPOSES ARE ENCOURAGED, BUT ONLY AFTER CAREFUL STUDY OF THEIR EFFECTIVENESS SHOULD THEY BE INSTALLED.

DESIGN CRITERIA

THE INLET PROTECTION DEVICE SHALL BE CONSTRUCTED IN A MANNER THAT WILL FACILITATE CLEANOUT AND DISPOSAL OF TRAPPED SEDIMENT AND MINIMIZE INTERFERENCE WITH CONSTRUCTION ACTIVITIES. THE INLET PROTECTION DEVICES SHALL BE CONSTRUCTED IN SUCH A MANNER THAT ANY RESULTANT PONDING OF STORM WATER WILL NOT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT AREAS OR STRUCTURES. DESIGN CRITERIA, MORE SPECIFIC TO EACH PARTICULAR INLET PROTECTION DEVICE, WILL BE FOUND WITH THAT CONSTRUCTION SPECIFICATION.

SEDIMENT BARRIERS

SOIL PILES

LOCATE AWAY FROM ANY DOWNSLOPE STREET, DRIVEWAY, STREAM, LAKE, WETLAND, DITCH OR DRAINAGEWAY. TEMPORARY SEED SUCH AS ANNUAL RYE IS RECOMMENDED FOR TOPSOIL PILES. SURROUND WITH STRAW BALES OR SILT FENCE.

STRAW BALE OR SILT FENCE (SEE FIGURE 1 & 2)

PUT UP BEFORE ANY OTHER WORK IS DONE. INSTALL ON DOWNSLOPE SIDE(S) OF SITE WITH ENDS EXTENDED UP SIDESLOPES A SHORT DISTANCE. PLACE PARALLEL TO THE CONTOUR OF THE LAND TO ALLOW WATER TO POND BEFORE THE FENCE. ENTRENCH BALES 4 INCHES DEEP. STAKE WITH 2 STAKES PER BALE OR 1 STAKE EVERY 3 FEET FOR SILT FENCE. LEAVE NO GAPS BETWEEN BALES OR SILT FENCE. INSPECT AND REPAIR ONCE A WEEK AND AFTER EVERY 1/2 INCH OF RAIN. REMOVE SEDIMENT IF DEPOSITS REACH HALF THE FENCE OR STRAW BALE HEIGHT. MAINTAIN UNTIL A LAWN IS ESTABLISHED.

HOW TO INSTALL A STRAW BALE BARRIER

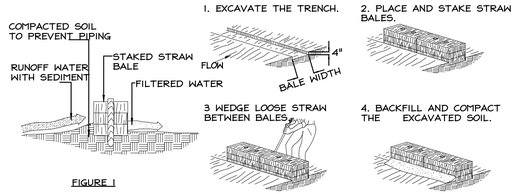


FIGURE 1

HOW TO INSTALL A SILT FENCE

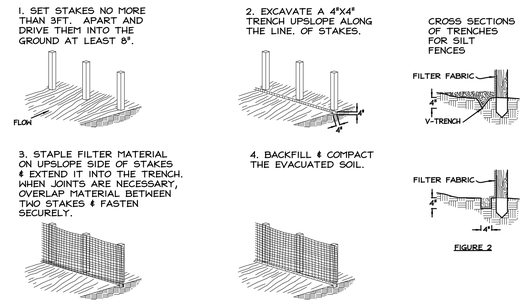
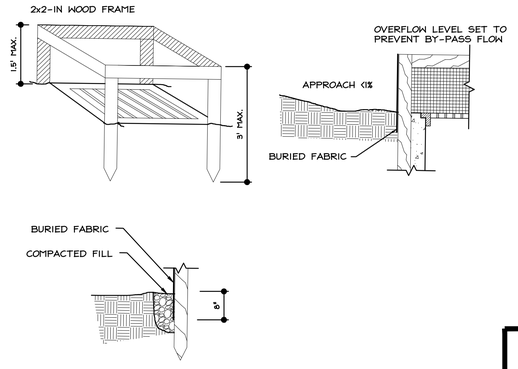


FIGURE 2

INLET SILT FENCE



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MILLVALE SOUTH - AMP 217
SITE & BUILDING DEMOLITION OF (7) BUILDING'S
BLDG'S #: A1, A2, A3, B1, B2, B3 & B4

DATE:	DRAWN BY:
09/10/2019	
PROJECT #:	CHECKED BY:
2019-3013	

REVISIONS:

NO	DATE	COMMENTS

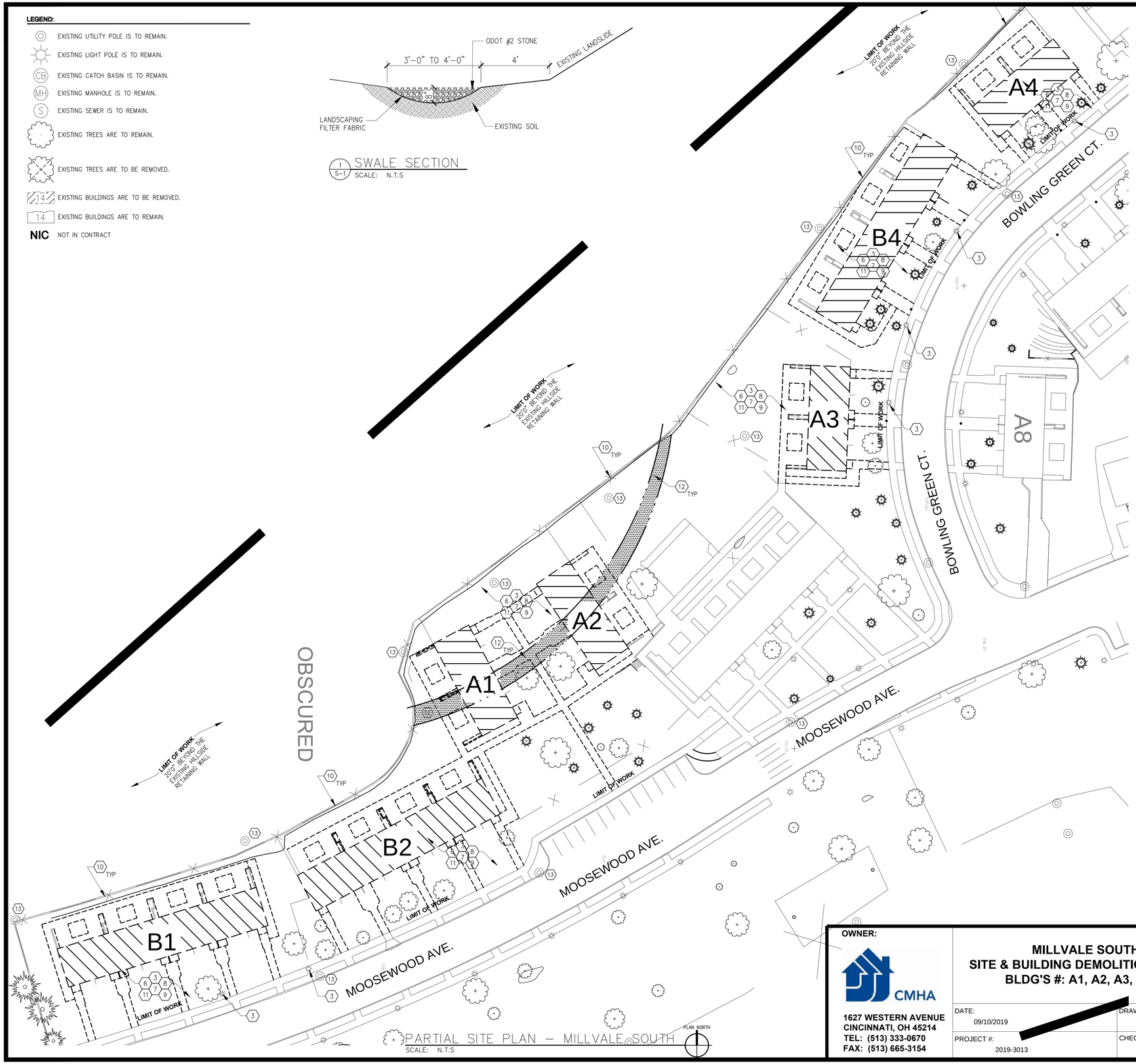
DRAWING TITLE: EROSION CONTROLS STANDARDS

SHEET NO: A-1

LEGEND:

- EXISTING UTILITY POLE IS TO REMAIN.
- EXISTING LIGHT POLE IS TO REMAIN.
- (CB) EXISTING CATCH BASIN IS TO REMAIN.
- (MH) EXISTING MANHOLE IS TO REMAIN.
- (S) EXISTING SEWER IS TO REMAIN.
- EXISTING TREES ARE TO REMAIN.
- EXISTING TREES ARE TO BE REMOVED.
- 14 EXISTING BUILDINGS ARE TO BE REMOVED.
- 14 EXISTING BUILDINGS ARE TO REMAIN.
- **NIC** NOT IN CONTRACT

1 S-1 SWALE SECTION
SCALE: N.T.S



PARTIAL SITE PLAN – MILLVALE SOUTH
SCALE: N.T.S
PLAN NORTH

GENERAL DEMOLITION NOTES:

1. WITHIN THE LIMITS OF WORK INDICATED ON THESE PLANS THE CONTRACTOR SHALL LEGALLY REMOVE AND DISPOSE OFF-SITE ALL; ALL MAN MADE, SITE & BUILDING COMPONENTS INCLUDING BUT NOT LIMITED TO: ROOFING, FENCING, BUILDING WALL AND ROOF STRUCTURES, FINISHES, WINDOWS, DOORS, CONCRETE PORCHES, ENCLOSURES, MECHANICAL-ELECTRICAL-PLUMBING SYSTEMS, FOUNDATION WALLS, FOOTINGS, FLOOR SLABS, MANHOLES, SIDEWALKS, STOOPS, RETAINING WALLS (AS INDICATED), CONCRETE CURBS (EXISTING STREET CURBS SHALL REMAIN), STEPS AND OTHER BUILDING MATERIALS INCLUDING TRASH, DEBRIS, ABANDONED FURNITURE ETC. WHETHER NOT SHOWN ON PLANS.
   - 1.1 SIDEWALK, FENCING (AS INDICATED), RETAINING WALLS (AS INDICATED), STEPS AND PAVING (AS INDICATED). THE CONTRACTOR SHALL REMOVE ALL PAVING, RETAINING WALL (AS INDICATED), FENCING (AS INDICATED), WALKS AND STEPS WITHIN LIMITS & AS NOTED.
   - 1.2 ALL PUBLIC STREETS, PUBLIC SIDEWALKS & STREET CURBS ARE TO REMAIN. PROTECT FROM DAMAGE. DEMOLITION SHALL STOP WITHIN 3'0" FROM PUBLIC SIDEWALK.
   - 1.3 REMOVE ALL VEGETATION, TREES, BUSHES, ETC. EXCEPT FOR TREES IDENTIFIED TO REMAIN. REFER TO PLANS.
   - 1.4 ALL SEWER & STORM WATER MAINS IS TO REMAIN. REMOVE ALL STORM & SEWER HOUSE SERVICE AND CAP.
2. WHEN EXCAVATING BELOW GRADE AND/OR REMOVING FOUNDATIONS & FOOTING, USE PRECAUTIONS TO PREVENT CAVE-INS AND SIMILAR HAZARDS. THE CONTRACTOR IS RESPONSIBLE FOR USING SAFE WORK PRACTICES. PROVIDE TEMPORARY FENCE TO PROTECT THE PUBLIC AT ALL TIMES.
3. ADJACENT RESIDENCES/BUSINESSES/STRUCTURES WILL BE OCCUPIED. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT LIFE AND PROPERTY OUTSIDE THE AREAS OF WORK.
4. THE "LIMITS OF WORK" SHALL DEFINE THE LIMITS OF WORK AT 20'0" BEYOND THE EXISTING HILLSIDE RETAINING WALL. THE LIMITS OF WORK IN THE FRONT OF BUILDING SHALL BE THE PUBLIC SIDEWALK. THE CONTRACTOR SHALL PROVIDE 8'±(H) TEMPORARY CHAIN LINK FENCE WITH ACCESSIBLE DOUBLE GATE(S) AROUND ENTIRE JOBSITE WHERE CONSTRUCTION DEMOLITION IS BEING PERFORMED. TEMPORARY FENCING SHALL STAY INSTALL UNTIL PERMANENT FENCING IS SCHEDULE TO BE INSTALLED.
5. THE CONTRACTOR SHALL PROVIDE A PERMANENT CHAIN LINK FENCE WITH (3) DOUBLE ACCESSIBLE GATES AROUND THE AREA OF WORK AFTER BUILDINGS ARE DEMOLISHED. **THE CONTRACTOR IS TO PROVIDE A SKETCH TO THE OWNER OF THE CHAIN LINK FENCE LOCATION.**
6. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF CINCINNATI, STATE OF OHIO, EPA, OSHA & OTHER REGULATIONS & REQUIREMENTS.
7. INCLUDE IN BID THE COST OF OBTAINING REQUIRED PERMITS & APPROVALS NEEDED TO COMPLETE WORK. REFER TO SECTION 01010 FOR ADDITIONAL REQUIREMENTS.
8. REFER TO SECTION 01010 – SUMMARY OF WORK FOR DETAILED SEQUENCE OF WORK & ADDITIONAL REQUIREMENTS.
9. BUILDING MATERIALS FOR THE PURPOSES OF THIS PROTECT SHALL BE DEFINED AS ANY "MAN-MADE" OR "FABRICATED MATERIAL".
10. AFTER REMOVAL OF ALL BUILDING MATERIALS WITHIN THE DEMOLITION AREAS. PROVIDE FILL & SEED AS DESCRIBE IN THE SPECIFICATIONS. THE EXISTING TOPSOIL & EARTH MAYBE RE-GRADED & USED. PROVIDE THE FOLLOWING PROVISIONS ARE COMPLIED WITH:
    - 10.1 ALL FILL SHALL BE MACHINE COMPACTED (EXCAVATORS & TRUCKS ARE ACCEPTABLE MEANS OF COMPACTION) & PLACED IN LIFTS OF NO MORE THAN 12". ALL WORK SHALL COMPLY WITH IBC SECTION
    - 10.2 THE FINISHED GRADE SHALL SLOPE TO DRAIN TOWARD EXISTING STORM DRAINS AND NATURAL CONTOURS WHERE DRAINS DO NOT EXIST.
    - 10.3 PROVIDE FILL SUFFICIENT TO ESTABLISH A 1:16 MAX. SLOPE BETWEEN THE "LIMITS OF WORK LINE" & PROPERTY LINE.
    - 10.4 AFTER FINISH GRADING, SEED IN ACCORDANCE WITH THE SPECIFICATIONS.
11. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS, MATERIALS, LOCATIONS & CONFIGURATIONS.
12. UTILITIES: VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES.
    - 12.1 THE SEWER & STORM ARE TO REMAIN. REMOVE DOWNSPOUT DRAIN LINES. TERMINATE AT STORM CATCH BASIN; CAP THE LINE THAT HAS BEEN TERMINATED & CLEAN ALL OF THE CATCH BASINS.
    - 12.2 TERMINATE ALL WATER, GAS & SEWER LINES FROM THE BUILDING WITHIN 3'0" OF LIMITS OF WORK OR MAN SUPPLY. TERMINATE WITH APPROVED, PERMANENT METHODS TO PREVENT CONTAMINATION OF FUNCTIONING SYSTEMS. MARK THE LOCATION OF THESE TERMINATION POINTS WITH STAKES AT AT GRADE AND INDICATE ON "AS-BUILT" PLANS.
13. UTILITIES TO REMAIN:
    - 13.1 STORM DRAINAGE SYSTEMS SHALL BE MAINTAINED. DO NOT CRUSH OR OTHERWISE DAMAGE. DO NOT ALLOW FILL OR DEBRIS TO ENTER THE INLETS OR PIPES.
    - 13.2 SEWER MAIN SYSTEM SHALL BE MAINTAINED. DO NOT CRUSH OR OTHERWISE DAMAGE.
    - 13.3 POLE MOUNTED LIGHTING (NOTED ON PLANS) SHALL BE PRESERVED & PROTECTED FROM DAMAGE & DISCONNECTED OF ELECTRICAL SERVICE. PROVIDE PERMANENT CONNECTIONS TO ALL LIGHTING SCHEDULED TO REMAIN.
    - 13.4 CLEAN OUT, PROTECT & MAINTAIN UTILITY ACCESS POINTS.
    - 13.5 RESTORE DISLOCATED COVERS; EXTEND ACCESS POINT WITH PRECAST EXTENSIONS & PRECAST COVERS TO FINAL FINISHED GRADE; DO NOT DRAIN STORM WATER INTO ACCESS POINTS.
    - 13.6 REMOVE ALL UNDERGROUND PIPING WITHIN 3'0" OF THE LIMITS OF WORK-TERMINATE & CAP ALL LINES.
    - 13.7 ALL FIRE HYDRANTS AND PUBLIC STREETS SIGNS TO REMAIN.
14. HAZARDOUS MATERIAL:
    - 14.1 LBP & ASBESTOS TEST RESULTS ARE LOCATED ON CMHA WEBSITE (WWW.CINTIMHA.COM).
    - 14.2 ALL ASBESTOS HAZARDS ARE TO BE REMOVED FROM FROM WITHIN THE BUILDING AS IDENTIFIED IN SECTION 16000.
    - 14.3 LBP MAY EXIST WITHIN OR ON THE BUILDING. THE CONTRACTOR SHALL USE APPROPRIATE PRECAUTION AS DESCRIBED IN SECTION 16000.
15. TEMPORARY UTILITIES:
    - 15.1 NO OWNER PROVIDED UTILITIES WILL BE AVAILABLE. THE CONTRACTOR SHALL ARRANGE FOR HYDRANT METERS FOR WATER & SHALL PROVIDE THEIR OWN PORTALET FACILITIES. TEMPORARY ELECTRICAL POWER, IF NEEDED, SHALL BE PROVIDE BY CONTRACTOR GENERATORS.
16. RETAIN TREES AS MARKED THROUGHOUT THE PROPERTY. REMOVE ALL SHRUBS, ETC.

DEMOLITION KEY PROJECT NOTES:

1. EXISTING TREE(S) IS TO REMAIN.
2. REMOVE EXISTING TREE IN ITS ENTIRETY.
3. EXISTING LIGHT POLE IS TO REMAIN.
4. EXISTING FENCING IS TO REMAIN.
5. EXISTING MAN HOLE, SEWER AND/OR CATCH BASIN IS TO REMAIN.
6. REMOVE EXISTING BUILDING KNEE RETAINING WALLS & STEP (WHERE APPLICABLE).
7. REMOVE EXISTING FENCING & SUPPORTS.
8. REMOVE STEPS & RAILING (WHERE APPLICABLE).
9. REMOVE CONCRETE PAD (WHERE APPLICABLE).
10. EXISTING HILLSIDE RETAINING WALL TO REMAIN – DO NOT DISTURB.
11. EXISTING MANHOLE/CATCH BASIN IS TO REMAIN– CUT THE CONCRETE 3'0" SQUARE AROUND THE MANHOLE TO REMAIN (IF APPLICABLE).
12. CREATE NEW SWALE W/ POSITIVE SLOPE DRAINAGE & FILLED W/ ODOT #2 STONES. **CONTRACTOR IS TO PROVIDE SKETCH OF SWALE DESIGN FOR OWNER APPROVAL.**
13. EXISTING UTILITY LIGHT POLE IS TO REMAIN.

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B1, B2, B3 & B4

SHEET NO:
S-1